

CANCELLATION POLICY 2024

HOLISTIC SAILING RETREATS • WELLNESS SAILING TRIPS • BUSINESS RETREATS
Mediterranean Sea

It is required to agree to this Cancellation Policy before making any payment by checking the check box when booking through our booking system OR by confirmation of a quote by email.

The total price as described in a tailored quote or on the booking page, either per person based on a minimum or maximum number of persons joining, or per retreat with a maximum amount of persons joining, is the official price.

The total amount needs to be paid in full before departure of the sailing retreat, wellness/leisure sailing or business retreat.

1. A non-refundable* deposit of 50% confirms your booking

Refunds on your request are not possible.

We have installed this requirement with the intent to have your attention to actually commit to the booking. If you do not agree, then do not pay yet.

Making the deposit payment is a legally binding aspect to your booking confirming this procedure.

If you are not yet sure of your commitment to the leisure charter or the sailing retreat we kindly ask you to consult with us first.

If you do book because of dates available, we can check to see if we can tailor to your wishes by consulting with you after you have booked; Be advised that you can NOT undo your booking, but we CAN alter the dates of your booking or someone else can take your place.

After having paid your deposit and having filled out the required form with your personal details, and having read and agreed our **terms and conditions** and this **cancellation policy**, having checked the check-boxes before making your payment online, or agreed by email to a quote we sent you, you have **legally agreed** to join and thus purchase the sailing retreat, wellness/leisure sailing trip or business sailing retreat of your choice, as proposed or as tailored.

You will receive an invoice via email tailored to your choice of payment totalling the full price for this retreat. We prefer payment by credit card for which we will set up a link for you to use. It could be you prefer a bank wire transfer, that is possible too. Netherlands can use iDeal.

Whichever way payment is agreed upon, the total amount of the invoice needs to be met **before** the latest date mentioned in the invoice. It depends on the date you booked, but will be 5 – 7 days before departure of the sailing trip. **All trips require full payment before departure.**

We trust you understand your commitment by making the deposit and entering your personal details. All is transferred via a secure connection.

*** Note that the 50% deposit is REUNDABLE (minus the payment fees we are charged to process your payment) in the case that we can not proceed with the retreat for reasons as not enough participants to cover our costs, or if the charter company terminates the charter agreement – for whatever reason.**

2. REFUNDS WHEN YOU CANCEL :

In case YOU change your mind or if anything happens that you would need to cancel your trip, then the following cancellation policy terms apply:

1. **Prior to 75 days** from the departure date a cancellation fee of 25% of the total retreat fee (deposit) is charged in the event of a refund, regardless. 75% of that total price will be refunded, minus credit card or bank wire handling fees.
(in other words if you haven't paid the invoice yet you won't have to and we refund half of your deposit payment), only if you have 75 days still to go until departure date.)
Also, you can choose to transfer your booking to other participants which you need to arrange yourself, and only in confirmed agreement with us. *
2. Between **75 and 30 days prior** to the departure date you will be **charged 50%** of your total amount (the deposit included). To create flexibility we allow the transfer of your booking to other participants; you need to arrange this yourself and only in confirmed agreement with us. *
3. **After 30 days prior to the departure date refunds are not possible;** instead we will assist to re-plan your trip on the calendar to accommodate your booking at another more suitable time within the booking season or otherwise agreed upon.
If you don't choose to do your trip at another time you will not receive a refund.
As a last option, you can transfer your trip to other people, but you need to arrange this yourself, and only in written confirmed agreement with us. *
4. Should any instalment of the retreat price (only per agreement) not be paid in full on the designated end date, or within three days thereafter taking bank delays in regard, we reserve the right to cancel the reservation and advertise the period for rebooking. Any funds paid by the client will be forfeited and point 3 becomes applicable.
5. **Regarding the non-refundable* deposit the following applies:**
 - The paid 50% deposit at the time of the booking is non-refundable once the term of 75 days prior to the departure date has been reached.
 - Prior to the 75 days being reached *(to be precise, up **until 76 days before the departure date**)* 25% of the non-refundable deposit becomes refundable in case of a required cancellation.* deposits are refunded in case we have to terminate the trip from our end.
6. **Changes to your booking:** After your deposit has been received you can only make changes to your booking upon request: The amount of people, assigned cabins, boat and itinerary will basically be set. Details to the itinerary remain flexible due to weather, wind and sea conditions, but for logistic reasons the itinerary based on personal wishes can only be changed upon request.

3. WHEN IT GOES GLITCHY ON OUR SIDE

• WHEN **WE** HAVE TO **CANCEL**

We **reserve the right to cancel** the sailing retreat if any **emergency situation** should arise; In the case WE are forced to cancel your trip we refund you 75% of the total retreat price. Any fixable malfunction to the vessel is NOT an emergency. Emergency is regarded to the functioning and being present at the day of departure of the/a facilitating coach and/or captain or logistical disturbances such as acts of nature, war, strikes, pandemics, outbreaks, lockdowns, etc., which may impede trip operations. If for technical reasons the vessel becomes in any way not functional we will choose an appropriate vessel as substitution. Technical issues could lead to postponing the trip.

Cancellation of the trip does not automatically mean refunds will be made;

1. Firstly we will search for a substitute equivalent vessel to continue the trip.
2. Secondly we move to rescheduling the trip if no other vessel is available.
3. We reserve the right to determine the final date or time of departure.
4. That means you might need to alter your calendar or your group combination.

• WHEN **WE** HAVE TO **POSTPONE**

Besides technical issues that could arise, also weather conditions can interfere with our departure date or time for the sailing retreat, leisure charter or business retreat, making it impossible or risky to sail and thus having a good relaxed time; in that case we will postpone the event and make adjustments in the departure date as much as possible to everyone's convenience, yet within the booking season or otherwise agreed.

We reserve the right to determine the final date or time of departure. That means you might need to alter your calendar or your group combination.

• Bear in mind we are dependent on the cancellation policy with the charter company or boat owner, which inflicts greatly on our cancellation policy. (Let's hope we have our own catamaran soon!)

4. YOUR RESPONSIBILITIES

• **YOUR** INSURANCES

Please be advised that a Trip Cancellation Insurance is always recommended whenever making travel plans. We do not cover your traveling and accommodation costs in case of postponing or cancellation of your trip. And remember travel, luggage and medical coverage. **Trip cancellation insurance is strongly recommended** if there is a possibility that **you yourself might have to cancel your trip.**

Beware of the kind of insurance you buy and if they apply in the case of a sailing retreat as insurance companies can regard sailing as a high risk sport activity.

Also be advised to mind the medical aspects to your insurance as not just within the boundaries of your flight and travel to the vessel, but also while on the vessel and the surrounding land areas.

What happens if YOU have to cancel?

Notify us immediately so we can confirm your cancellation. Please take notice of the above. If in a case of emergency you have to cancel your participation to the sailing trip, we can NOT refund you in any other way than according to the above mentioned terms under point 1 to 5. We understand this might be very inconvenient and the solution we offer is the possibility to transfer the journey to another person(s)/group taking your place for the booked dates. See also point 3 above.

*** Cancellation by transferring your spot to someone else:**

You will need to arrange this person who is taking your place(s) yourself!

This person/persons will need to comply with the terms and conditions regarding the specific sailing trip. If required they can still make adjustments in consultation with us.

You, not they, will need to **apply for this transfer** by introducing the substituting participant(s) for the whole of the specific sailing trip to us.

NOTE: The transfer of participation is explicitly granted through written permission only:

Cancellation Transfer Requests must be made by email with phone numbers and all specific details regarding the booking before the departure date. Please send requests to: info@lifeasea.com

Take notice that total or partial refunds are NOT guaranteed.

We shall not be liable for any compensatory, consequential, punitive or other damages or expenses (including travel and hotel) of ANY kind occasioned by the retreat/trip participants as a result of a direct or indirect inability to use the yacht(s) for any reason by us.

Compensation or refunds will not be made where the retreat participant is inconvenienced or has to pay expenses due to situations such as war, threat of war, riots, civil disputes, pandemics, outbreaks, lockdowns, fire, explosion, or congestion of traffic, airports or ports, or cancellation or changes by carriers ceasing to operate due to weather conditions, natural disasters, or other reasons and similar events outside our control.

- **Insurance is always recommended whenever making travel plans;**
 - **Cancellation**
 - **Luggage**
 - **Medical**

Please take notice of our **Terms & Conditions** and **Liability Waiver** for details regarding the sailing trips.

Thank you for booking with us and supporting our unique sailing retreats. We welcome you aboard for an unforgettable wellness sailing experience!

Captain Mik Ġ ' u

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