

Finca Indigo S.L.

Terms and Conditions for Retreat Leaders

Overview

These terms and conditions will apply to all contracts between Finca Indigo S.L. ("we", "our" or "us") and every course organiser ("you" or "yours"). They will also apply by extension to all course attendees and may only be varied with the express agreement in writing of one of our authorised directors.

Scope

We run a retreat centre, which provides accommodation, meals and activities on the site of an old farm (the "Finca") near La Herradura in Andalucia, Spain. The areas of the Finca accessible to guests are clearly shown. Travel to and from our site and excursions during your stay are not included (unless expressly agreed in advance) but may be arranged directly with third parties on your behalf, by prior arrangement.

You are the leader of the retreat course and responsible for the content and conduct of the specialist element of the course.

General T&Cs

You shall ensure that every guest acknowledges to us, before attending a course, that they have read, understood and accept the following general terms and conditions, which are also incorporated in these contract terms with you:

1. Cancellation and Refund Policy

We reserve the right to cancel any course, subject to full reimbursement of all deposits and fees paid at any time, if the course cannot be run for circumstances beyond our control, such as illness of the course leader, government restrictions or serious damage to the Finca.

All guests are strongly recommended to take out travel insurance, including cover against this possibility.

2. Courses

The leader may provide written materials to support the course content but guests may wish to bring their own equipment or materials, such as easel and paints, or sports equipment. Please ask if you are in any doubt what may be useful.

Our absolute maximum number of guests (including course leaders) is twenty but we would normally expect no more than seventeen.

All guests must be aged fourteen years or over.

As a retreat centre, we ask that all guests respect each other and our neighbours to help to maintain the peace and tranquillity of this special place, particularly in our outdoor spaces. For those seeking seclusion, you are welcome to explore the quieter corners of our gardens.

3. Cars

There is no provision for parking guests' cars within the Finca, to keep it quiet and peaceful. We do have limited car-parking, however, at the entrance to the Finca and, as it is a rather steep walk down to the accommodation, we will be very pleased to help you with your baggage.

Please let us know, when you first book, if you will be requiring parking during your stay.

4. Allergies and Pets

Please advise us when you book if you suffer from any allergies or food intolerances. Our kitchen is not large and there is a risk that traces of nuts and other foods may be present in any meals.

Pets are not permitted. This unfortunately includes guide dogs as the site would be dangerous for a visually impaired guest.

5. Smoking, Fires and Drugs

For the comfort and safety of all guests, smoking and vaping are not permitted anywhere on the Finca (including the area around the carpark) except in the designated smoking area. Please take care to dispose of cigarettes and vapes carefully in the metal bins provided.

Fire is a constant danger in this part of Spain, particularly in high summer. Campfires and barbecues are only allowed in the winter months and under staff supervision.

Guests are expected to comply with all relevant Spanish laws regarding drugs and other substances.

6. Liability

Our site is rural with rough ground, stone steps and steep slopes in places. It is not suitable for people with limited mobility or serious health conditions. All wildlife should be treated with suitable caution.

Access to the swimming pool is unrestricted but the use of it and any other facilities is entirely at your own risk. You are advised never to swim alone.

To the extent permitted by law, we do not accept any liability for any cost, claim, loss, injury or damage whatsoever arising out of or in connection with our site or any course we provide, except death or personal injury caused directly by our negligence.

We will use all reasonable endeavours to check that third party providers have adequate insurance for the services or goods they provide but we accept no further liability for any failure, negligence or breach of statutory duty.

7. Photography and Social Media

Unless you specifically request otherwise, you will be deemed to have consented to the use and reproduction of any photographs in which you appear (whether taken by us or other guests) for promotion of Finca Indigo and our courses on our website and in social media.

8. Complaints

If you have any complaint or comment at any time, do please tell us immediately. We want your stay to be as good as we can make it. An official complaints book is available in the Office, if you wish.

9. Law

These terms and conditions and any contract incorporating them, in whole or part, shall be governed by the laws of Spain and you and we irrevocably submit to the jurisdiction of the Spanish courts.

Booking and Payment

All bookings are for a minimum of three nights.

All our rooms are distinctive and prices vary accordingly, including whether occupancy is single, twin or double. All rooms have private showers, heating and air-conditioning, and tea-making facilities. Wi-Fi is available in the public rooms (but not reliably in bedrooms).

Course fees are inclusive of three meals per day and occasional snacks but alcoholic drinks are extra. If the retreat is for a full week, one evening meal per week is taken in a

local restaurant, within the price. Bath and beach towels are included and a mid-week bed-change can be provided, by arrangement, for a small supplement.

Bookings are effective only once acknowledged by us (usually by email) and on payment to us of the preliminary deposit of 10% of the price.

The balance of the price is payable not less than 60 days prior to arrival.

All payments should be in Euros and we prefer PayPal or by bank transfer to our account "Finca Indigo SL", IBAN ES39 0081 0543 6500 0196 7303 with your surname as the reference. All fees and costs associated with your payments are your responsibility.

All prices quoted are inclusive of IVA (Spanish VAT currently at 21%).

Extras (such as bar bills, excursions and personal laundry) are payable on departure, by cash or credit card, but we regret that we do not accept American Express. Payments due from guests are guaranteed by you as the course leader.

Cancellation

You may cancel your booking:

- Subject to a cancellation charge of 10% of the course fee up to 60 days before the scheduled start date;
- Subject to a cancellation charge of 50% of the course fee up to 30 days before the scheduled start date;
- Subject to a cancellation charge of 75% of the course fee up to 14 days before the scheduled start date.

There will be no refund for cancellation less than 14 days before the scheduled start date.

Our Services

a. Accommodation and Meals

We are providing the accommodation and meals as agreed with the you and will continue to maintain the Finca during the course, avoiding undue disturbance to the course activities.

b. Excursions

We will arrange with third parties, on your behalf, any requested external third-party services, such as excursions and airport transfers.

c. Publicity and Guest Bookings

- Once you have confirmed that you will run a course, we will advertise and promote it on our website and through social media, coordinating our marketing efforts with you.
- The name “Finca Indigo” and the associated logo are our trademarks and we claim all applicable intellectual property rights in them. All photographs published on our website are copyright to us and may not be reproduced without consent. We will, however, provide digital marketing materials, including our name, logo and photographs for your use in any advertising, social media or other publicity for the sole purpose of promoting the agreed course.
- You are responsible for taking all bookings from individual guests and we will provide an appropriate link for enquiries from our website to you.

Insurance

You must maintain adequate personal liability insurance during the course and for not less than three years after the end of the course and must provide evidence of that cover to us before the course starts and subsequently whenever requested.

Course Management

- You will ensure that guests use the Finca in a proper and responsible manner and not for any illegal, dangerous or immoral purpose nor in a manner likely to cause nuisance or annoyance to any neighbours.
- You will ensure that all guests comply fully with the General T&Cs set out above.
- You will be responsible for identifying any problems that occur when our staff are absent (particularly at night) and for ensuring that our staff are notified without delay if there is any emergency.

Business details

Business Name: Finca Indigo S.L.

N.I.F: B56721962

Address: Poligono 22, Parcela 255, La Herradura, Almuñecar, 18690, España

Contact Email: info@fincaindigo.com