

# Terms and Conditions

All participants must make themselves aware of the terms and conditions and accept the risks associated with the retreat.

Story Threads: Unraveling Character Writing Retreat, known and referred to hereafter as Story Threads, accepts bookings subject to the following conditions as laid out below.

## INTERPRETATION and DEFINITION

In the agreement unless otherwise specified, the following expressions refer to the following meanings:

**Booking** – The booking made by the client with Story Threads and as set out on the Story Threads booking form.

**Booking Form** – The booking form produced by Story Threads to be completed by the client when and upon making a booking with Story Threads.

**Contract** – The contract between the client and Story Threads under which the services are provided by Story Threads to the client.

**Client** – The person, business or company who makes the booking with Story Threads. All individuals to whom the services are provided by Story Threads must be of a minimum age of 18 years. Under special circumstances Story Threads may consider offering a retreat place to a person between the ages of 16 and 18, however this would only be the case with a written acceptance by Story Threads and with special terms and conditions attached, the guest must agree to comply with any and all special conditions.

**Payment** – The total fee will be due for payment strictly by January 15, 2021.

**Fee** – The amount payable to Story Threads under the contract.

**Force Majeure** – Any act, event, omission or accident beyond Story Threads's reasonable control including but in no way limited to Act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-out's, or other industrial disputes, failure of a utility service or transport network.

**Major Change** – A change in the date or over 80% of the content of the service.

**Story Threads** – Story Threads: Unraveling Character Writing Retreat

**Recordings** – Photographs, videos, or any other audio visual recordings taken of the clients during the provision of the services.

Wording importing the singular meaning shall include the plural meaning and vice versa.

All wording within the booking conditions is generalized and any reference to any gender includes other genders and those who do not identify with any gender.

The headings in these conditions are for convenience only and shall not affect their interpretation.

## **ACCEPTANCE**

A contract for the services is made between Story Threads and the client on the issue of a written confirmation of booking by Story Threads.

The contract is subject to these booking conditions which the client has been deemed to have read and fully understood. These booking conditions can only be varied by written agreement between Story Threads and the client.

## **SERVICES**

The activities and services provided by Story Threads to the client under the terms of the contract and service shall be construed accordingly.

## **BOOKING**

To place a booking with Story Threads, Story Threads requires a completed booking form together with the payment of a full fee in the sum of US \$895.00 per person. If a booking is made by telephone, e-mail or facsimile, the client shall be deemed to have read and fully understood these conditions and signed the declaration on the booking form. All bookings are provisional and are only confirmed when the deposit payment has cleared Story Threads's bank account.

Story Threads reserves the right to decline any booking at their discretion.

## **FEE AND PAYMENT TERMS**

The fee payable at the time of booking shall include the planning, organizing and delivery of the proposed services.

Upon the successful payment of the retreat fee by the client, a contract is formed for the agreed program to be delivered. If the client wishes to alter any aspect of the program additional costs may be levied by Story Threads at their discretion.

The full retreat fee is payable by January 15, 2021 unless agreed otherwise on confirmation of booking. In the event that the balance is not paid, Story Threads will have the discretion to treat the booking as cancelled by the client and to re-sell the course place. The fee paid by the client will be retained by Story Threads.

Story Threads will have the discretion to charge a late payment fee to those guests who do not pay in full within the time frame specified in the payment terms and conditions. The late payment fee will be charged at US \$50.00 per person.

Should a guest not pay in full by January 15, 2020, then Story Threads will have the right to cancel the reservation without notice or compensation. In this case no refund will be due.

## **RESPONSIBILITIES OF THE CLIENT**

It is the client's responsibility to inform Story Threads in writing of any past, present or potential health issues that may make them unsuitable to participate in the services agreed. Failure to disclose any such information may result in Story Threads terminating the contract and withdrawing the client from the services without refund, notwithstanding conditions of cancellation by Story Threads. If a letter of suitability is required from a guest's medical professional, then this must be sent to Story Threads a minimum of 7 days prior to the retreat's start date.

It is the sole responsibility of the client to ensure that the balance for the cost of their retreat place is paid in full and on time as per the terms set out by Story Threads. It is the sole responsibility of the client to ensure that their payment is made on time and by the due date, as per the terms and conditions. Story Threads is not responsible for sending payment reminders.

## **VARIATIONS and AMENDMENTS**

Story Threads reserves the right to change any price or other particulars of the services before the contract becomes binding.

If there is a major change, Story Threads shall notify the client forthwith. Story Threads shall seek to offer the client arrangements as close to the original as it is reasonably possible in the circumstances. If there is any other change other than a major change, Story Threads is not obliged to inform the client in advance or obliged to pay any compensation.

## **RETREAT CANCELLATION BY STORY THREADS**

Story Threads reserves the right to cancel this retreat due to low enrollment or other circumstances which would make the event non-viable. If Story Threads cancels this retreat, registrants will be offered a full refund. Should circumstances arise that result in the postponement of the retreat, registrants will have the option to either receive a full refund or transfer registration to the same event at the new, future date.

## **RETREAT CANCELLATION BY GUEST**

Unless specifically stated on registration materials, the deadline to receive a refund, less the non-refundable deposit, for an individual ticket is January 15, 2020.

Cancellations received after the stated deadline will not be eligible for a refund. Refunds will not be available for registrants who choose not to attend the retreat. Cancellations will be accepted in writing only and must be received by the stated cancellation deadline. All refund requests must be made by the attendee. Refund requests must include the name of the attendee and/or transaction number. Refunds will be issued via PayPal.

## **ASSIGNMENT**

The contract may be assigned by the client to a third party subject at all times to conditions.

The client is unable to assign or transfer the contract to a third party without the prior written consent of Story Threads. If the client wishes to assign their contract, the client must give notice in writing, providing the full name, address and contact details of the third party. Story Threads shall then advise in writing as to if it consents to the assignment as soon as is reasonably possible. Story Threads reserve the right to refuse an assignment to a third party at any time and without reason. If subsequently a client has to cancel due to Story Threads refusing the assignment to a third party, then the cancellation charges under cancellation by the client shall apply.

Story Threads may assign or sub contract to any third party the performance of any of its obligations under the contract without consent of the client.

## **SERVICES**

Story Threads reserves the right to alter the content of the services at any time without notice to the client due to certain factors, including, but not limited to the weather, staff, and any physical fitness of the clients.

Any information on / about our services published by Story Threads for its literature and web site is designed for illustrative purposes only.

If the client elects not to participate in any of the services being provided, Story Threads has no obligation to provide an alternative activity or service, and the client will not be entitled to a refund.

If Story Threads believes that a client's health and safety is at risk or a client has failed to disclose any relevant health information in accordance with our terms and conditions, Story Threads may at its absolute discretion make decisions affecting the client and where necessary may terminate the contract immediately.

The client must refrain from any illegal act or any conduct physical or verbal which may give offense or cause danger or damage to any person or property. If Story Threads or any of its team, consultants or agents become aware of any such action then Story Threads or any of its team, consultants or agents may at their absolute discretion have the client immediately removed from any hosting program/application or facility without refund or compensation. Story Threads will have no liability whatsoever to the client under such circumstances.

## **COMPLAINTS**

If there is a problem during the retreat / services, the client must report it in the first instance to the retreat manager / director. If it is still unresolved then the issue should be reported immediately to the Directors so that all efforts may be made to resolve the problem promptly and effectively. In the unlikely event that the problem can not be resolved and the client wishes to make a complaint then the client must notify Story Threads in writing within 7 days of the end of the services / retreat. Failure to provide notice of the complaint in accordance with the above will preclude the client from being entitled to take any further action against Story Threads.

## **LIABILITY**

None of the exclusions and limitations in these conditions are intended to limit any rights the client may have under statute or common law which may not be excluded, nor in any way to exclude or limit liability to the client for personal injury or death resulting from Story Threads negligence or that of its employees or agents, or for any liability incurred as a result of fraud or fraudulent misrepresentation by Story Threads.

The client understands that attending any activity or service provided by Story Threads involves some level of risk. These risks include but are not limited to physical injury or even death. By attending any activity or service provided by Story Threads the client agrees to assume these risks and agrees to release and discharge Story Threads and its Directors, employees and agents from any and all claims for liability.

Neither Story Threads nor any of its Directors, employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the client during the services.

All guests must refrain from any illegal act or any conduct unbecoming a retreat guest, conduct or language which may give offense to a team member or guest. If Story Threads or any of its staff, consultants or agents become aware of any such act / conduct then Story Threads and its agents may, at their absolute discretion, ask the client to leave the hosting program/application or facility, this will be without refund or compensation to the guest, in these circumstances Story Threads will have no further responsibility or liability to the guest.

## **MEDIA**

Story Threads reserve the right to take any photos / recordings of the client during the services, and the client accepts that all rights whatsoever arising in the recordings shall be solely owned by Story Threads.

The client accepts and agrees that any photos / recordings may be used by Story Threads at its absolute discretion in any manner, including but not limited to its web site, promotional material and advertisements.

## **COPYRIGHT**

Story Threads reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities. Story Threads reserves the right to take such actions as it deems appropriate or necessary to restrain or prevent infringement of such copyright.

## **LAW AND JURISDICTION**

These terms and conditions shall be governed and construed in accordance with United States law, and the parties shall submit to the non exclusive jurisdiction of the United States Courts.

## **PRIVACY POLICY**

Story Threads are committed to protecting and respecting your privacy.

## **USE OF DATA**

Any personal data that you submit will be retained by Story Threads for as long as you use the services and systems provided on the web site. Financial data you submit will not be stored or recorded.

Unless we are obliged or permitted by law to do so, and subject to clause, third party web sites and services your data will not be disclosed to third parties.

All personal data is stored securely in accordance with the principles of the Data Protection Act 1998.

Any or all of the above data may be required by us from time to time in order to provide you with the best possible service and experience whilst using our web site, specifically data may be used by us for the following:

Internal record keeping.

To help to improve our products and services.

To transmit via e-mail details of our products and services which may be of interest to you.

Contact for market research purposes, which can include e-mail, telephone, postal mail.

### **THIRD PARTY WEB SITES AND SERVICES**

Story Threads may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising and marketing. The providers of such services do have access to certain personal data provided by users of this web site.

### **YOUR RIGHT TO WITHHOLD INFORMATION**

You may access certain areas of the web site without providing any data at all. However, to use all services and systems available on the web site you may be required to submit account information or other data.

You may restrict your internet browsers use of cookies.

### **COOKIES**

Story Threads may set and access cookies on your computer to enable us to: estimate our audience size and pattern, store information about your preferences, speed up your searches, recognize you when you return to our site.

A cookie is a small file which resides on your hard drive, and often contains an anonymous unique identifier and is accessible only by the web site that placed it there, not any other sites. You may delete cookies. However you may lose any information that enables you to access the web site more quickly.

You can choose to enable or disable cookies on your web browser, by default your browser will accept cookies, however this can be altered. For further details consult the help menu of your

browser. Disabling cookies may prevent you from using the full range of services available on the web site.

## **CHANGES TO THIS POLICY**

Story Threads reserves the right to change this privacy policy as we deem necessary, or as may be required by law. Any changes will be posted on the web site, and you are deemed to have accepted the terms of the policy on your first use of the web site following the change/s.

## **DATA COLLECTED**

Without limitation, any of the following data may be collected;  
Name, date of birth, gender, job title, profession, contact information such as e-mail addresses and telephone numbers, demographic information such as post code, preferences and interests. IP address ( automatically collected ) web browser type and version ( automatically collected ) operating system ( automatically collected ) a list of URL's starting with a referring site, your activity on this site, and the site you exit to ( automatically collected ) and cookie information ( see above ).

**DEFINITIONS and INTERPRETATION** ( in this policy the following terms shall have the following meanings )

**Web site** means the web site that you are currently using [www.jenichappelleeditorial.com](http://www.jenichappelleeditorial.com), [www.booklighteditorial.com](http://www.booklighteditorial.com), <http://www.burgeondesignandeditorial.com> and any sub domains of these sites unless expressly excluded by their own terms and conditions.

**User / Users** means any third party that accesses the web site and is not employed by Story Threads and acting in the course of their employment.

**System** means any on line communications structure that Story Threads makes available via the web site either now or in the future. This includes but is not limited to, web based e-mail, message boards, live chat facilities and e-mail links.

**Service** means collectively any on line facilities, tools, services or information that Story Threads makes available via the web site either now or in the future.

**Story Threads** - Story Threads: Unraveling Character Writing Retreat

**Data** means collectively all information that you submit to the web site, this includes but is not limited to; account details and information submitted using any of our services or systems.

**Cookie** means a small text file placed on your computer by Story Threads when you visit certain parts of its web site. This allows us to identify returning visitors and to analyze their browsing



habits within the web site. Where e-commerce facilities are provided cookies may be used to store your shopping basket.

**Content** means any text , graphics images, audio, video, software, data compilations, and any other form of information capable of being stored in a computer that appears on or forms part of this web site.

**Account** means collectively the personal information, payment information and credentials used by users to access material and / or any communications systems on the web site.

## **ANTI-HARASSMENT POLICY**

### **Statement of Policy**

Story Threads is dedicated to providing a harassment-free experience for everyone at our events. Story Threads seeks to provide a retreat environment in which diverse attendees may learn, network and enjoy the company of colleagues in a professional atmosphere. Story Threads does not tolerate harassment of attendees or team members in any form. Use of sexual or discriminatory language and imagery is not appropriate at the retreat. Violators of this Retreat Anti-Harassment Policy may be sanctioned or expelled from the retreat at the discretion of the organizers.

### **Definition of Harassment**

Harassment includes, but is not limited to, offensive verbal comments related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, national origin, religion, age, marital status, military status, or any other status protected by law; deliberate intimidation; stalking; following; harassing photography or recording; sustained disruption of talks or other events; and inappropriate physical contact. Attendees asked to stop any harassing behavior are expected to comply immediately.

### **Scope of Policy**

This Anti-Harassment Policy applies to all attendees Story Threads, including participants, guests, staff, contractors, and exhibitors. All attendees are expected to comply with this Event Anti-Harassment Policy at all event venues and event-related social events.

### **Reporting an Incident**

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a retreat staff member immediately. Staff can be identified by the official staff

badge, their name and title. All complaints will be treated seriously and will be investigated promptly.

Story Threads staff will be happy to help attendees contact security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the event. Additional information on reporting an incident at a specific event can be found below.

### **Disciplinary Action**

All reports of harassment will be directed immediately to Story Threads leadership team who may consult with and engage other staff, leaders and legal counsel as appropriate. Security and/or local law enforcement may be involved, as appropriate based on the specific circumstances. In response to a report of harassment, Story Threads leadership team or staff may take any action they deem appropriate. Such actions range from a verbal warning to ejection from the event without a refund. Repeat offenders may be subject to further disciplinary action, such as being banned from participating in future retreats and/or events.