

# *My Art Retreat in Central Italy – Terms and Conditions*

## **I. CONTRACTING PARTIES**

These Terms and Conditions are legally binding between the Painting Participant(s) and the Non-Painting Companion(s) herein after referred to as Travelers, and Marina Buening & Ana Maria Guerra, herein after referred to as MB and AG, organizers of the “My Art Retreat in Central Italy”, also referred to as Retreat. The venue for the Art Retreat, the Convent of Sant’Andrea at Collevocchio is herein referred to as Destination.

## **II. ACCEPTANCE OF THESE TERMS**

The submission of the registration form constitutes an acceptance of these Terms and Conditions which take effect immediately.

## **III. ACCOMMODATION**

All accommodation room type(s) and specification are as shown on the website (<https://www.marinabuening.com/my-art-retreat-in-central-italy/>)

## **IV. MEALS**

Meals will vary. Travelers may request special dietary needs only if these needs are indicated in writing at the time of registration.

## **V. TRANSFERS**

Transfers from the train station at Collevocchio to the Destination and back to the train station at Collevocchio are provided by MB and AG as specified in the program. Travelers are strongly encouraged to arrive at least one day earlier in Rome to help ensure a timely departure from Rome Airport to the train station at Collevocchio . Should any Travelers miss the train from Rome to the train station at Collevocchio, it is their responsibility to contact MB or AG and to arrange a later pick-up at the train station in Collevocchio.

## **VI. SCHEDULE**

Every effort will be made to maintain the schedule as indicated, but alterations may occur. MB and AG reserve the right to alter the schedule as they deem necessary or desirable caused by delays or events beyond their control.

## **VII. SPECIAL REQUESTS**

Specific requests relating to diet, accommodations and so forth must be indicated at the time of registration. Please note that every effort will be made to satisfy special requests, however, they cannot be guaranteed.

## **VIII. TRANSPORTATION**

Transportation will be as specified in the schedule.

## **IX. BAGGAGE**

Baggage and personal effects are the owner's risk throughout the Retreat and TJA assumes no liability for lost or damaged baggage. Baggage insurance is strongly advised. Weight restrictions for baggage on domestic/international flights may apply. Please check with your international carrier for any baggage restrictions applicable.

## **X. PRICES**

The Retreat price includes planning, scheduled transfers from the Collevocchio train station to the convent of Sant'Andrea, food, accommodations, culinary experiences, wine tasting, scheduled entries to pool, plus all materials and supplies for those participating in the art workshop. The price is quoted in Euros.

## **XI. EXCLUSIONS**

The cost of airline tickets or other transportation, obtaining passports, visas, excess baggage charges, and any other items of a personal nature are not included in the price of the Retreat. The cost of any extra-curricular activity not specifically stated in the price (massage, excursions, etc.) that might be offered during the retreat can be arranged by MB and AG but are charged extra.

## **XII. PHOTOGRAPHY & VIDEOS**

MB and AG reserve the right to take photographs and shoot videos during the operation of the Retreat and to use them for promotional purposes. By registering for the Retreat, Travelers agree to allow their images to be used in such photographs. Travelers who prefer that their images not be used are asked to let MB and AG know by email before the beginning of the Art Retreat and they will be exempted from this photography waiver clause.

### **XIII. REGISTRATION AND PAYMENT**

A **non-refundable** Deposit of 10% of the total cost per Traveler is required to finalize the registration and secure the reservation by **April 30, 2024**. Participants who pay their reservation by April 15<sup>th</sup>, however, (early bird) are entitled to a 10% discount.

Participation is based on a first-come-first-served basis and is limited to a maximum of 15 people. Registrations made after April 30<sup>th</sup> are subject to availability. The Remainder of the Retreat cost is due by May 30, 2024. Once the Remainder is paid, it is non-refundable. Additional, non-art retreat guests are welcome to join depending on room availability. Separate prices are listed in the Q&A and depend on occupancy (single-double-triple) and private bathroom options.

### **XIV. PAYMENT METHOD**

Payments may be made by a bank transfer or credit card.

For bank transfers, account details will be provided with the Request for Payment.

Travelers are asked to confirm bank transfer payments by email to Marina Buening at [info@marinabuening.com](mailto:info@marinabuening.com) or to Ana Maria Guerra (Anita Guerra) at [anitarome@hotmail.com](mailto:anitarome@hotmail.com) with the date on which the payment is made.

### **XV. TRAVEL INSURANCE**

**TJA strongly recommends all Travelers take out comprehensive travel insurance prior to registering for the Retreat, or at least several months before the date of travel.** The insurance should cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. MB or AG cannot be held responsible for any costs arising from such loss or injury.

### **XVI. CANCELLATION BY TRAVELERS**

All cancellations must be received by MB or AG in writing by sending an email to [info@marinabuening.com](mailto:info@marinabuening.com) or to [anitarome@hotmail.com](mailto:anitarome@hotmail.com)

17.1 The deposit is non-refundable.

17.2 Cancellations received after May 30, 2024, will result in the loss of the entire Retreat price.

17.3 Cancellation of airline tickets or other transportation will be subject to the refund policy of each individual airline or other carrier.

17.4 MB and AG reserve the right to charge for financial penalties, fees, and losses incurred as a result of cancellation.

#### **XVII. CANCELLATION BY ORGANIZER**

MB and AG reserve the right in unforeseen circumstances to cancel the Retreat. In this case, MB and AG will provide a full and immediate refund of any amount paid by the Travelers to MB and AG. We will not reimburse personal airfare or hotel expenses made for the Retreat or beyond the dates of the Art Retreat.

#### **XVIII REFUNDS AND VOUCHERS**

Refunds are not offered under any circumstance, including but not limited to Travelers who are not able to travel because they have contracted Covid. Vouchers to schedule a future Retreat may be offered to Travelers **ONLY** if travel is **forbidden** by the Italian government. In that case, monies paid by Traveler may be carried over to a future Retreat.

Again, **MB and AG strongly recommend that all Travelers take out comprehensive travel insurance upon registering for the Retreat, or at least several months before the date of travel.**

#### **XIX. HEALTH REQUIREMENTS AND LIMITED MOBILITY**

19.1 Travelers with pre-existing conditions including but not limited to illness, diabetes, pregnancy, asthma, gastric reflux, cancer, heart problems, epilepsy, and respiratory problems should visit a doctor for a personal medical examination and obtain a medical clearance that certifies him or her as fully able to participate in the Retreat as described on the website.

19.2 Travelers are responsible for assessing whether this Retreat is suitable for them.

19.3 MB and AG do not provide medical advice. It is the traveler's responsibility to assess the risks and requirements of each aspect of the Retreat based on their own unique circumstances, limitations, fitness level, and medical requirements.

19.4 Unless expressly defined, MB and AG are not equipped to accommodate guests with disabilities or reduced mobility. If this is a requirement, please let us know in writing at the time of registration and we will let you know what is possible based on the specific accommodation required.

#### **XX. PASSPORTS AND VISAS**

Passport holders are responsible for obtaining the required documentation applicable for entry to Italy. Please note that passports must be valid for six (6) months before departure and should also have sufficient blank pages for visas and immigration stamps.

MB and AG cannot be held responsible should you be denied entry to Italy due to non-compliance of these requirements.

#### **XXI. ARBITRATION AGREEMENT**

Any claim arising out of or relating to these Terms and Conditions, to the website, to the brochure, to any information relating in any way to the Retreat, to the Retreat itself or to any products or services related to the Retreat, shall be settled in the first instance by binding arbitration in the applicable legal forum as detailed in the clause 23 of these Terms and Conditions. In lieu of a personal appearance at arbitration, the arbitration may be conducted by telephonic means. Arbitration is the exclusive forum in the first instance for dispute resolution and each party shall bear its own costs and expenses and an equal share of the arbitration and administrative fees.

#### **XXII. APPLICABLE LAW AND FORUM**

This agreement shall be construed, interpreted, and enforced in accordance with, and shall be governed by the laws of Italy. It is agreed between MB, AG, and the Travelers that all lawsuits against MB, and AG, arising under, in connection with, or incidental to the Retreat shall be fixed, if at all, in the court of Rome, Italy to the exclusion of the courts of or in any other country or jurisdiction.

#### **XXIII. ACCEPTANCE OF TERMS AND CONDITIONS**

The Travelers acknowledge and accept the above terms and conditions with respect to the Retreat and acknowledge having read and understood them and the Travelers understand that no other agreement or disclaimer, verbal or otherwise, applies as this contract together with the registration form contains the entire contract between the Travelers and MB and AG.

Marina Buening and Anita Guerra