# **Cancellation Policy and General Terms and Conditions**

### **Registration and Confirmation**

Registration for a private course/workshop with Mahara McKay requires written confirmation and is considered binding, subject to our General Terms and Conditions. Registrations are to be completed online via our website <a href="www.maharamckay.info">www.maharamckay.info</a>, text message +41 76 548 77 74, or email 4maharamckay@gmail.com, and are binding. Upon registration and payment of fees, you will receive a booking confirmation. All relevant details can be found on our website or will be provided in writing a few days prior to the start date of the private course or workshop.

After receiving the booking confirmation for a private course or workshop, withdrawal/revocation can only be submitted in writing to email: 4maharamckay@gmail.com.

#### Withdrawal 1:

All one-day workshops or private sessions costing less than CHF 100.- are non-refundable, including any vouchers, regardless of the reason for cancellation.

For registrations of private courses or workshops which do not include overnight stays and meals, and which cost CHF 100.- or more, the following applies:

In all cases, a handling fee of CHF 85.00 will be charged.

- a) Up to 14 days before the start date of a one-day workshop or private session, we will offer a voucher for the course/private session price (minus CHF 85.-) if a doctor's certificate for accident or illness can be presented, subject to paragraph h) below.
- b) Within 13 days up to 7 days before the start date of a one-day workshop or private session, we will refund 70% of the private course or workshop fee in the form of a voucher if a doctor's certificate for accident or illness can be presented, subject to paragraph h below.
- c) Within the last 7 days before the start date of a one-day workshop or within 32 hours before the start date of a private session, no fees will be refunded; the full amount will be invoiced or retained, unless paragraph "Withdrawal d.)" applies.

Exception: In case of an urgent absence (e.g., funeral), please confirm by email and discuss further with Mahara McKay.

- d) You have the possibility to place a substitute participant sell or gift your ticket to a friend.
- e) Any costs that accrued to the participant in advance of the private course/workshop (hotel, travel, and other) will not be covered by Mahara McKay.

f) All vouchers are valid for a maximum duration of one year.

#### Withdrawal 2:

The following rules apply for workshops and trainings including accommodation & meals (hereby called "event"):

In all cases, a handling fee of CHF 180-250.- / person will be charged.

- a) Within 28 days to 12 days before the start date of the event, if a doctor's certificate can be presented, we will refund 50% of the event fee and for accommodation and meals booked in EQUIIBRA, other accommodation please see paragraph f below. For any unreasonable withdrawal, there will be no refund.
- b) Within 11 days to 8 days before the start date of the event, if a doctor's certificate can be presented, we will refund 20% of the event fee and for accommodation and meals booked in EQUIIBRA, other accommodation please see paragraph f below. For any unreasonable withdrawal, there will be no refund.
- c) No fees will be refunded within the last 7 days prior to the start date of the event unless paragraph d.) comes into force. Exception: In case of an urgent absence (e.g., funeral), we can postpone your ticket to the following year or to another event of Mahara McKay. Details thereof must be forwarded in writing to 4maharamckay@gmail.com and reconfirmed by Mahara McKay. Depending on the size of the group, you may still have to pay for prepaid meals and accommodation; please also note paragraph f below.
- d) You have the option to place a substitute participant no later than 24 hours before the start date of the event. A substitute replacement must be:
- 1) Communicated and confirmed first via phone +41 76 548 77 74 and then
- 2) by email to <a href="mailto:4maharamckay@gmail.com">4maharamckay@gmail.com</a>, providing the course date of your withdrawal, the full name, email, postal address, and phone number of the new substitute participant.
- 3) Acceptance for the substitute participant is only valid once Mahara McKay has replied to the email of point 2.) above and confirmed the go-ahead. In addition, a complete registration must be forwarded as well as the payment of the full event fees, latest 24 hours before the start date of the event.
- e) Any costs accrued to the participant in advance of the event (hotel, travel, and other) will not be covered by Mahara McKay.
- f) For participants who have booked accommodation in a hotel (not in EQUILIBRA), terms & conditions for accommodation of the respective hotel apply.
- g) For event tickets costing less than CHF 500.- we only refund in the form of vouchers and subject to the withdrawal policy.

h) All vouchers are valid for a duration of maximum one year.

#### Resignation and Termination by Mahara McKay

Mahara McKay reserves the right to exclude participants from a lesson if they breach the contract or permanently disrupt the lesson.

If the announced minimum number of participants for a workshop is not reached by the last possible register date or if Mahara McKay is unable to conduct a private course or a workshop due to sickness, in such cases, Mahara McKay reserves the right to cancel the offered private course or workshop. Mahara will make a new appointment, which participants can choose to attend, or they can receive a full refund. However, Mahara McKay does not cover any costs that accrued to the participant before the start of a private course or workshop (hotel, travel, and other).

### Changes, Prevention, and Failure

If a course unit cannot be carried out due to increased violence, the participant is not entitled to a refund of the course fees. In case of force majeure, e.g., a pandemic, the studio reserves the right to make a new appointment or to maintain the classroom lessons through online instruction. There is no provision for a refund of course fees.

### **Limitation of Liability**

We cannot accept any liability for bodily and health damage. Each participant must decide for themselves whether participation in our courses or workshops is compatible with their physical and psychological condition. If necessary, please consult your doctor in advance. Read the course description carefully, where, if necessary, it is mentioned for whom the event is NOT suitable. In addition, a "disclaimer form" will have to be completed by each participant at the latest on the course day before the course starts.

### Copyright

It should be noted that the copyright of all scripts and publications lies with Mahara McKay. Further use of any kind, in particular duplication or transfer to third parties, is prohibited unless expressly required by written permission. Digital recording of any kind is prohibited by the participants. All mobile phones must be turned off during sessions or left out of the classroom.

#### **Privacy**

The data collected by Mahara McKay from its contractual partners/participants are stored electronically and are used exclusively for communication with the participant

and for sending newsletters. The data will not be passed on to third parties and are subject to the EU General Data Protection Regulation (GDPR).

## Jurisdiction

The formal and material rights of Switzerland apply; jurisdiction is in Glarus, Switzerland.