

GENERAL TERMS AND CONDITIONS

Registration and Confirmation

A Registration for a private course/workshop of Mahara McKay requires a written form and is binding; our General Terms and Conditions do apply. Registrations will be done by e-mail or online via our website <https://www.maharamckay.info> and are binding. After you confirm in writing your participation for a private course/workshop, we will send you a booking confirmation in writing including the relevant details. **The private course/workshop fees must be paid on time, no later than 4 days after the date of the booking confirmation e-mail, else your booking may be cancelled and passed on to a new candidate.**

After you received the **booking confirmation email** for a private course/workshop, the withdrawal/revocation can only be submitted in written form to email: 4maharamckay@gmail.com.

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

Withdrawal:

a.) In case of cancellation up to 14 days before the start date of the private course or workshop that is max one day, we will offer **a voucher** for the price of the course minus a 85.00 CHF admin fee, if a doctor's certificate for accident or illness can be presented.

b.) Within 13 days up to 10 days before the start date of a max one day workshop/or of the private course, we will refund 70% of the private course or workshop fee in form of **a voucher** if a doctor's certificate for accident or illness can be presented.

c.) Within the last 9 days before the start of the workshop or within 32 hours before the start of the private course no fees will be refunded, the full amount will be invoiced or kept, unless paragraph "Withdrawal d.)" comes into force.

Should paragraph "Withdrawal d.)" come into force, a handling fee of 85.00 CHF will be charged/added.

d.) You have the possibility to place a substitute participant no later than 24 hours before the start date of the workshop or 2 hours before the start of the private course. This must be communicated to us first via phone 076 548 77 74 and after agreement in writing to 4maharamckay@gmail.com including a receipt of such communication reconfirmed by Mahara McKay in writing.

Latest 24 hours before the start date of the private course or workshop, a complete registration of the substitute participant must be available to us in writing as well as the full payment of the relevant private course or workshop fee. Therefore we will need the participants full name, email, address and phone number.

e.) Any cost that accrued to the participant in advance of the private course/workshop (hotel, travel, and other) will not be covered for by Mahara McKay.

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

g.) Please be mindful and check or ask of Mahara's work schedule, as her work takes her all around the world. She is currently working most of the year in Switzerland till mid January 2022.

h.) All workshops that cost less than CHF 100.- are non refundable, also no vouchers, regardless of the reasoning of your cancellation.

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

Withdrawal:

- a) From 28 days to 12 days before the start date of the event we will refund 50% of the event fee in form of a **voucher**, if a doctor's certificate for accident or illness can be presented. In addition we will deduct 180-250 CHF handling fee and 100% of the accommodation and food costs, if no substitute is found according paragraph "Withdrawal d.)"
- b) Within 11 days to 7 days before the start date of the event we will refund 20% of the event fee, minus 180-250 CHF handling fee, in form of a **voucher**, if a doctor's certificate for accident or illness can be presented. In addition we will deduct 100% of the accommodation and food costs, if no substitute is found according paragraph "Withdrawal d.)"
- c.) No fees will be refunded within the last 6 days prior to the start date of the event, unless paragraph d.) enters into force.
- d.) You have the option to place a substitute participant no later than 24 hours before the start date of the event. This must be communicated first via phone 076 548 77 74 and then in writing by email to 4maharamckay@gmail.com and the receipt of such communication reconfirmed by Mahara McKay in writing. Mahara will need the full name, email, address and phone number of the new participant. Latest 24 hours before the start date of the event, a complete registration must be available as well as the full event fees plus an additional CHF 180.- admin fee must be paid or brought in cash to the event.
- e.) Any accrued to the participant in advance of the event (hotel, travel, and other) will not be covered for by Mahara McKay.

Resignation and termination by Mahara McKay:

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

If the announced minimum number of participants for a private course/workshop is not reached by the last possible register-date or if Mahara McKay is not able to attend a private course/ workshop due to sickness, in such cases Mahara McKay reserves the right to reclaim from the offered private course/workshop. Participants will receive a full refund. However Mahara McKay does not cover for any costs that accrued to the participant before the start of a private course/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. 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 himself whether participation in our courses/workshops is compatible with his/her 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 filled in by each participant 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 or is expressly required by written permission. Digital recording of any kind is prohibited by the participants. All mobiles must be turned off and handed out to the trainer during sessions or left out of the classroom.

Privacy

The data of contractors/participants collected by Mahara McKay 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) /Datenschutz-Grundverordnung (DSGVO) der EU.

Changes to personal data

Changes to the participant's name, address and bank details must be forwarded to Mahara McKay immediately by email to 4maharamckay@gmail.com. Additional costs incurred by omission shall be borne by the student.

Severability clause

Amendments to this contract must be made in writing. Should parts of this contract be legally ineffective, will this not affect this contract in its entirety.

Court of jurisdiction

Switzerland's formal and material rights apply; The place of jurisdiction is Baden / Switzerland.