

AN ARTIST'S LIFE LLC TERMS & CONDITIONS:

CANCELLATION, POSTPONEMENT AND INTERRUPTION POLICY

1. In general, the fees and charges paid for An Artist's Life for the workshops or holiday and retreats are non-refundable with some exceptions. The terms and conditions are as follows. **TRAVEL INSURANCE: FOR YOUR PROTECTION, WE REQUEST THAT ALL PARTICIPANTS PURCHASE A TRAVEL INSURANCE POLICY AT THE TIME OF BOOKING, IN ORDER TO PROTECT YOUR HOLIDAY.**
2. AN ARTIST'S LIFE has the right to give credit to the Participant(s) ("Participant" is the entity who has reserved a retreat, workshop or holiday) toward another AN ARTIST'S LIFE retreat, workshop or holiday, of equal or greater price and if of greater price, the participant must pay the difference in price, *should AN ARTIST'S LIFE postpone the scheduled retreat, holiday or workshop.* The credit towards another AN ARTIST'S LIFE retreat, workshop or holiday is subject to availability, and subject to the requirement that the credit be exercised within the time period designated in writing by AN ARTIST'S LIFE, which will in no case be greater than twelve (12) months from the date of cancellation or postponement. Beyond granting such credit, AN ARTIST'S LIFE shall have no liability for claims, costs or expenses whatsoever. Also see Paragraph 6.
3. A Participant, in the case of paragraph 2, above, loses the credit referred to in paragraph 2 if the Participant does not exercise said credit within the time period designated by AN ARTIST'S LIFE for exercise of said credit. A Participant may request AN ARTIST'S LIFE to transfer the credit to another person designated by Participant, however, AN ARTIST'S LIFE is not required to agree to such transfer, and may refuse to make such transfer for any reason whatsoever.
4. An "Interruption" is an event which occurs when a Participant misses a portion or segment of a workshop, retreat or holiday after such workshop, retreat or holiday has begun (including without limitation missing a segment of the beginning). AN ARTIST'S LIFE shall have no liability, and will give no compensation, for any Interruption.
5. If a Participant, by a Participant's choice, or as a result of events (other than a decision by AN ARTIST'S LIFE which is covered by Paragraph 2), Cancels or Postpones any workshop, retreat or holiday, and 1) Participant did purchase travel insurance, 2) the travel insurance does not provide coverage for the Postponement or Cancellation, 3) Participant has a Replacement (person designated by Participant as someone to take Participant's place on the retreat, workshop or holiday, and 4) Replacement has fully paid all fees (the full price) to AN ARTIST'S LIFE for such workshop, retreat or holiday, then if all of the preceding four conditions are met, AN ARTIST'S LIFE will refund to Participant all money Participant paid to AN ARTIST'S LIFE less a £50 processing fee and less any non-refundable or non-transferable trip elements and other cancellation fees required by hotels, airlines, cruise lines, ground transportation companies, or any other supplier or vendor that is contracted to provide services with respect to such workshop, retreat or holiday.
6. AN ARTIST'S LIFE RESERVES THE RIGHT TO (1) Postpone (move to a later time; (2) Alter or Change ALL OR ANY PART of an itinerary, for any reasons that include, but are not limited to, actual or threatened illness, injury, Acts of God, natural disasters, man made disasters, acts of war, acts of terrorism, civil unrest, police actions, severe weather, disease, plague, release of toxic chemicals or other events which are beyond the control of An Artist's Life or if in An Artist's Life sole determination and judgment, such a Postponement or Alteration or Change is necessary for reasons of safety. Furthermore, An Artist's Life may make other and further minor Alterations and Changes to ANY PART of an itinerary due to problems with vendors or subcontractors. In these instances, AN ARTIST'S LIFE shall grant no refunds. In the event that AN ARTIST'S LIFE cancels a workshop or artist retreat (for the above reasons in paragraph one) a participant has a choice of transferring their payments to a future workshop or artist retreat (within 12 mos.), or receiving reimbursement from their Travel Insurance Policy under the terms of cancellation.
7. AN ARTIST'S LIFE accepts **Participants who are in good health and who have no difficulty walking in rural terrain, carrying their own art supplies and any personal amenities. However, should a participant require assistance, we will be pleased to accept the Participant, provided that a fully paid companion accompanies the artist participant on the workshop, retreat or holiday for the purpose of assisting them, and/or as well as being a participant.**
8. *AN ARTIST'S LIFE and Diane Hoff-Rome welcomes congenial, mature adults. If, for any reason, we think that a Participant is causing disruption or exhibiting unruly behavior, we reserve the right to remove such Participants(s), at his or her own expense, with no redress to AN ARTIST'S LIFE.*

These terms and conditions shall be interpreted and construed under the laws of the State of Oregon, USA and Scotland without regard to conflict of law principles. Participant expressly consents to jurisdiction of the Courts in the State of Oregon, United States of America, and Scotland for all matters arising out of or related to these terms and conditions or AN ARTIST'S LIFE retreat, workshop or holiday. **WHEN YOU CLICK YOUR ACCEPTANCE ON THE BOOKING FORM PAGE, THIS MEANS THAT YOU HAVE FULLY READ THESE TERMS AND CONDITIONS, THAT YOU FULLY UNDERSTAND THESE TERMS, AND CONDITIONS AND THAT YOU AGREE TO THESE TERMS AND CONDITIONS. Thank you.**

Participant(s) Signature _____ Date _____