

MUSIC PRODUCTION RETREAT (BALI)

Terms and Conditions for Participants

These terms (the “Terms”) govern the relationship between **PITCCH LTD**, a UK registered company having its registered address at **71-75, Shelton Street, London, Greater London, WC2H 9JQ, UNITED KINGDOM** and registration number **12218054** (the “Company” or “we” or “our”), and participants of our retreats (“Participant/s” or “you”). By booking one of our retreats, Participants agree to be bound by these Terms.

1. ABOUT US

Our Company is engaged in the business of running short term retreats in Bali (the “Retreat”) for adult students of music production who will be taught by experienced tutors (the “Tutors”), with accommodation and food provided. Retreat tuition will be conducted in English, although our Tutors come from several different countries, and it is expected that all Participants will have an adequate level of English in order to partake in the tuition and activities.

2. BOOKINGS AND PAYMENT

- a. Bookings must be made in advance and by the person for whom the booking is intended.
- b. Participants have two option for payments:
 - i. on an upfront basis where the fee is paid in two parts: 1. Deposit, 2. Rest of total; or
 - ii. according to the schedule specified below, on a flexible instalment plan.
- c. If the Participant chooses the flexible payment plan, payments will be split into four (4) instalments and paid on the following dates (the “Instalment Dates”):
 - i. Instalment 1: 1st December 2019
 - ii. Instalment 2: 1st January 2020
 - iii. Instalment 3: 1st February 2020
 - iv. Instalment 4: 1st March 2020

- d. In the event that a booking is made at a time when one or more of the Instalment Dates have already passed, the Participant must pay the upfront price of the instalments that have already occurred. For example, if a booking is made on 18th January 2020, the Participant must pay Instalment 1 and Instalment 2 at the time of booking on the 18th January 2020, and then continue to pay the remaining in accordance with the remaining Instalment Dates
- e. If payment of any instalment is not received by the relevant Instalment Date, we reserve the right to cancel the reservation and retain the instalments already paid.

3. CANCELLATIONS

- a. Notwithstanding the termination provisions in paragraph 3(b), if, for whatever reason, the Company does not obtain at least 12 (twelve) individual student bookings for the Retreat by 1st March 2020, this contract will automatically terminate due to lack of public interest ('Early Termination') and a full refund of all amounts paid to the Company will be issued to the Participant. In the case of Early Termination, the Company will immediately notify the Participant in writing that the Retreat will not be going ahead and will aim to give them as much notice as reasonably possible.
- b. In the event of Termination according to 3(a) above, the Participant must immediately vacate the Retreat accommodation and return any materials or equipment as necessary to the Company.
- c. For the avoidance of doubt, once your Retreat has commenced, no refund or part refund or unused portion of your holiday will be repaid in the event of cancellation by you.

4. ITINERARY

Our best efforts will always be made to stick to the Itinerary provided to Participants. However, in extremely rare circumstances, due to last minute Tutor cancellations or other situations beyond our control, we reserve the right to change the Itinerary and shall inform the Participants of this as soon as possible. Alternative arrangements will be offered but we do not accept responsibility for any costs incurred.

5. INCLUSIONS

(Anything **not listed** under this list must be covered by the personal expense of the Participant during the Retreat):

- a. Return airport pickup and drop-off to and from the local airport in Bali with transport by road to and from the airport in Bali to the accommodation;
- b. On-site accommodation for the duration of the Retreat comprising of one personal room in a shared villa (kitchen, toilet and living areas may be shared with other Participants);
- c. Regular cleaning of villa and accommodation areas;

- d. Breakfast, lunch and dinner;
- e. Wifi connection in villa;
- f. Tuition, including necessary, equipment and materials, for teaching on a schedule to be confirmed prior to start of the Retreat (the "Itinerary").

6. VISAS AND TRAVEL DOCUMENTS

- a. Participants agree that they are responsible for independently obtaining the correct visa for entering Bali, Indonesia. The Company will not reimburse visa costs and has no responsibility for applying for visas, or checking or verifying that individual visas have been secured.
- b. Participants are personally responsible for ensuring they are aware of all rules regarding the entrance to the country to which they are travelling, including any passport restrictions and requirements (such as blank passport pages or passport validity); ensuring they do not have a criminal record that would prevent them from travelling to that territory or country; and any other vaccination, administrative and sanitation requirements applicable to them.
- c. The Retreat shall not be responsible if you are denied entrance to Indonesia and no refunds will be given if a Participant is unable to enter the country due to any of the issues specified in this paragraph.

7. TRAVEL INSURANCE

Each Participant must ensure they have acquired his or her own travel insurance as necessary, for example travel insurance to cover any loss or injury, including repatriation, for medical or other issues, lost baggage or any other travel risks.

8. BEHAVIOUR AND INTERACTION WITH STAFF/OTHER PARTICIPANTS

Participants will, at all times:

- a. act in a respectable manner and conduct themselves during classes or workshops in a behaviour conducive to learning;
- b. adhere to the reasonable instructions of the Tutors for the duration of your booking, particular during tuition times;
- c. not act in a way that may cause distress, annoyance or may create the risk of danger to other individuals and/or damage to property;
- d. pay us for any losses, liabilities, damages or costs incurred by us that result or arise out of any claims or legal proceedings which are brought or threatened against us by any person arising from or in connection with your behaviour or acts (or the behaviour or acts of any individual for whom you make a reservation) under these Terms; and
- e. comply with the Company's established other rules, policies, and procedures that may be introduced from time to time during the Retreat.

9. DIETARY REQUIREMENTS AND MEDICAL REQUIREMENTS

- a. Participants will inform the Company at the time of booking and in writing of any:

- i. Allergies;
 - ii. Intolerances;
 - iii. Other dietary requirements (including veganism, vegetarianism, a halal diet or any other religious dietary requirements);
 - iv. Serious medical requirements or illnesses; and
 - v. Physical impairments or disabilities.
- b. Concerning the above, the Company will endeavour to make adequate adjustments in the provision of food but may not be able to accommodate everyone's needs. Participants are responsible for ensuring they do not consume food or drink that will be not in line with their dietary requirements.
 - c. With regards to medical issues, illnesses, physical impairments and disabilities, Participants are responsible for bringing any medication, equipment or items needed with them in their personal belongings to address such medical needs. The Company is not responsible for healthcare and it is assumed that each Participant is generally in good health prior to travel.
 - d. The Company shall in no way be liable for damage, illness or medical issues caused by any of the problems in paragraph a.i. to v. above that were not properly and clearly communicated to us at the time of booking and in writing.

10. USE OF ACCOMMODATION, EQUIPMENT AND FURNITURE

Participants will, at all times:

- a. Treat any electronic or other equipment provided for the purposes of tuition or villa accommodation with diligent care, and immediately report any breakages to the Company;
- b. Treat the accommodation and its furnishings with due care and ensure it is left in a clean and tidy manner during the Retreat, without damage, waste or personal belongings left behind;
- c. Act in a collaborative and respectful manner to all other Tutors, Participants and staff, especially those with whom you are sharing accommodation;
- d. Not use the premises except for permitted use and shall not use the premises for any offensive, noisy, dangerous, illegal, entertainment, immoral or improper purposes;
- e. Not bring any guests or outside individuals into the premises at any time; and
- f. Not do anything which may be a nuisance or annoyance to neighbours, other Participants, Tutors or other staff.

11. PERSONAL BELONGINGS

Participants must take care of their own personal belongings and relieve the Company of any liability for loss or damage of personal belongings, unless loss or damage is proven to be due to Company negligence.

12. VACATING THE RETREAT

- a. Participants must vacate the premises at the time specific on your booking and leave the premises in a reasonably clean condition. Participants agree that they will not damage, destroy or cause any loss to the Retreat's premises or any of the furniture or equipment within said premises.

- b. We reserve the right at our sole discretion to ask a Participant to leave the Retreat in the event of any serious breach of these Terms. In such a situation, the Participant will be required to vacate the property and we shall not refund payment or accept any consequential liability damages or loss.

13. TUITION STANDARDS

- a. We aim to provide the highest level of music production tuition reasonably expected within the time frame specified and with the equipment available for use. The level of tuition will be pitched towards the ability of the Participants, taking into account their age, musical education and other prior experience of music production.
- b. Notwithstanding the above, improvement in the subject cannot be guaranteed, as all learners are individuals with their own ability and experience. The lessons are undertaken with no guarantee of improvement or guarantee that the Retreat will adequately prepare the Participant to pass, or be eligible for, any musical production qualifications, tests or certifications that they may wish to undertake in future.

14. OUR LIABILITY TOWARDS YOU

- a. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- b. We exclude all implied conditions, warranties, representations or other terms that may apply to our platform or any content on it.
- c. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of or reliance on any content displayed on our website or any bookings of Retreats made through our platform. Photos and videos displayed on our website and marketing material are for advertisement purposes only and may not represent accurate likeness of the service provided.
- d. You agree to abide by all lawful rules and regulations of the Company and of the Retreat at which you are placed and to fully indemnify and hold completely harmless the Company from and against any liability, obligation, loss and expenses including court costs and legal fees incurred by the Company, Tutors or a third party resulting from any injury, loss, property damage or expenses that you directly or indirectly cause or to which you contribute.
- e. The Company and its affiliates, agents and employees shall not be liable for claims or costs whatsoever arising from any death, injury, loss, damage, delay, accident or expense resulting from events beyond the Company's control including (but not limited to) natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations or transportation or machinery accidents.
- f. You understand and agree that the Company is not liable for injury, death, loss or damage to your person, you're props, equipment or personal property. The Retreat and accommodation provided may have equipment which you agree to use at your own risk.
- g. The Company does not warrant the condition and safety of the accommodation and equipment provided during the Retreat. The Company shall not be responsible for personal injury, death, accident, delay, loss, damage, irregularity or property damage as a result of force majeure or for any other losses or damages incurred by any person or journey participants caused by any delay or change of itinerary or arising out of any act, including, but not limited to, any act of negligence, any person acting for or on behalf of the Company relating to transportation, accommodation or recreational activities or any other person or

entity rendering any of these services or accommodations being offered in connection with the Retreat.

- h. None of the exclusions or limitations in these conditions are intended to limit any rights the Participant may have under statute or law which may not be excluded, nor in any way to exclude or limit liability to the Participant for personal injury or death resulting from the Company's gross negligence, or for any liability incurred as a result of fraud or fraudulent misrepresentation by the Company.

15. THIRD PARTY SERVICES

- a. The Company may use third parties in connection with the organisation of the services provided in connection with the Retreat. For example the accommodation, meals and some activities may be provided by carefully chosen third parties. You acknowledge that the Company will contract with these third parties on their normal terms of business.
- b. If any delay or failure by a third party properly to provide subcontracted services causes a delay or failure in the performance of this agreement, it is agreed that:
 - i. The Company shall use all reasonable endeavours to apply for your benefit all rights or remedies available from the relevant third party; and
 - ii. except to the extent the delay or failure is caused by a failure to use the Company's best care and skill in the management or selection of a third party, the Company shall not be in breach of this Contract and shall have no liability to you arising out of any such delay or failure. The Company shall not be responsible for personal injury, death, accident, delay, loss, damage, irregularity or property damage as a result of any act, including, but not limited to, any act of negligence, any person acting for or on behalf of the Company with regards to for transportation, food, accommodation or recreational activities or any other person or entity rendering any of these services being offered in connection with the Retreat.

16. IP, VIDEOS AND PHOTOGRAPHY.

By accepting this Terms, the Participant confirms his/her acceptance that he or she may be videoed/photographed during the course of the Retreat and that such material can be used by the Company for promotion or marketing of the Retreat and associated business endeavours. The copyright of all photography appearing on our brochures, marketing material or websites belongs to the Company. No reproduction may be made without prior permission from the Company.

17. CONFIDENTIALITY.

You must not, either during or at any time after the Retreat, disclose any trade secrets or other confidential information relating to the Company or any of its activities including those in respect of which the Company owes an obligation of confidence to any third party. "Confidential Information" means trade secrets and details of and information relating to staff, other Participants of the Retreat, or details of the programs conducted at the Retreat and the method of teaching. It also means any information which you are told is confidential, any information that is treated as confidential or reasonably expected or understood to be confidential.

18. SEVERABILITY.

In case any provision in these Terms shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

19. APPLICABLE LAW.

These Terms and the interpretation these Terms shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.