

THE PAINTING & DRAWING ART STUDIO OF ROME Presents  
*Renaissance Retreat 2018*

PAINTING • COOKING • WINE • FOOD • GOOD COMPANY  
– 7 Days in Italy • In the Heart of Tuscany • In a Medieval Castle –

## **Renaissance Retreat 2018**

<http://artstudiorome.com/renaissance-retreat>

### **Terms and Conditions**

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#### **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 Timothy Joseph Allen, herein after referred to as TJA, organizer of the “Renaissance Retreat”, also referred to as Retreat.

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

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

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#### **III. ACCOMMODATION**

All accommodation room type(s) and specification are as shown on the website (<http://artstudiorome.com/renaissance-retreat>).

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#### **IV. MEALS**

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

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#### **V. TRANSFERS**

Transfers from Rome to the Castello di Potentino and back to Rome are provided as specified in the program and will leave on time. Travelers are strongly encouraged to arrive at least one day earlier in Rome in order to help ensure a timely departure from Rome to the Castello di Potentino. Should any Travelers miss the transfer from Rome to the Castello di Potentino, it is their responsibility to get to the Castello di Potentino. The same is true of the transfer from the Castello di Potentino back to Rome.

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## VI. SCHEDULE

Every effort will be made to maintain the schedule as indicated, but alterations may occur. TJA reserves the right to alter the schedule as he deems necessary or desirable and will pass on to Travelers any expenditures or losses caused by delays or events beyond his control.

In case of any appreciable variation in the price of the Retreat, TJA reserves the right to make adjustments to the costs as necessary.

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## VII. SPECIAL REQUESTS

Specific requests 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.

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## VIII. TRANSPORTATION

Transportation will be as specified in the schedule.

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## 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.

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## X. TAXES AND GRATUITIES

Hotel taxes as imposed by the city and state governments are included. Gratuities for guides, drivers, porters and staff are not included and are at the sole discretion of the Travelers.

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## XI. PRICES

The Retreat price includes planning, scheduled transfers, food, accommodations, culinary workshops, wine tasting, plus all materials and model fees for those participating in the painting workshop. The price is quoted in Euros. The price is subject to revision in the event there is any significant changes in foreign currency.

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## XII. EXCLUSIONS

The cost of airline tickets or other transportation, obtaining passports, visas, excess baggage charges and any other items of a personal nature is not included in the price of the Retreat. The cost of any extra-curricular activity (yoga, massage, etc.) that might be offered during the retreat is not included in the cost of the Retreat.

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## XIII. PHOTOGRAPHY & VIDEOS

TJA reserves 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 to be used are asked to identify themselves by sending an email to [tim@artstudiorome.com](mailto:tim@artstudiorome.com) and [stefania@artstudiorome.com](mailto:stefania@artstudiorome.com) at least 15 days before the beginning of the Retreat and they will be exempted from this photography waiver clause.

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## XIV. REGISTRATION AND PAYMENT

A non-refundable deposit of €800 per Traveler is required to finalize the registration and secure the reservation. The remainder of the Retreat cost is payable 75 days prior to

departure. If the reservation is made within 75 days of departure, the entire Retreat price must be paid at the time of registration.

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## XV. PAYMENT METHOD

Payments may be made by the following payment methods:

Credit card

Bank transfer

For payment by credit card, TJA reserves the right to charge a levy of up to 3%.

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

Travelers are asked to confirm bank transfer payments by email at [tim@artstudiorome.com](mailto:tim@artstudiorome.com) and [stefania@artstudiorome.com](mailto:stefania@artstudiorome.com) with the date on which payment is made.

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## XVI. CANCELLATION BY TRAVELERS

16.1. All cancellations must be received by TJA in writing by sending an email to [tim@artstudiorome.com](mailto:tim@artstudiorome.com) and [stefania@artstudiorome.com](mailto:stefania@artstudiorome.com).

16.1.1. Cancellations received between the date of booking and 61 days prior to departure will result in the loss of the deposit.

16.1.2. Cancellations received 60 - 46 days prior to departure will be subject to a cancellation charge of 25% of the Retreat price.

16.1.3. Cancellations received 45 - 29 days prior to departure will be subject to a cancellation charge of 50% of the Retreat price.

16.1.4. Cancellations received 28 - 15 days prior to departure will be subject to a cancellation charge of 75% of the Retreat price.

16.1.5. Cancellations received 14 days or less prior to departure will be subject to a forfeiture of the entire Retreat price.

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

16.3. TJA reserves the right to charge for financial penalties, fees and losses incurred as a result of cancellation.

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## XVII. CANCELLATION BY ORGANIZER

TJA reserves the right in any circumstances to cancel the Retreat. For example, if the minimum number of people required for the Retreat is not reached, TJA reserves the right to cancel the tour up to 30 days in advance. In this case, TJA will provide a full refund of any amount paid by the Travelers to TJA.

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## XVIII. CLAIMS AND REFUNDS

Refunds are not made for any missed services, except for verifiable extenuating circumstances. For verifiable claims to be considered, they must be received in writing by email at [tim@artstudiorome.com](mailto:tim@artstudiorome.com) and [stefania@artstudiorome.com](mailto:stefania@artstudiorome.com) within 30 days of the termination of the program. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused activities or meals. TJA will not accept any liability for any claims that are not received within 30 days of the termination of the program.

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## XIX. SPECIAL REQUESTS

Travelers who have any special requests relating to diet, accommodations and so forth, these must be made known at the time of registration. We will do our best to comply with them but cannot guarantee to do so

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## XX. HEALTH REQUIREMENTS AND LIMITED MOBILITY

20.1 Travelers with pre-existing conditions including but not limited to: illness, diabetes, pregnancy, asthma, gastric reflux, cancer, heart problems, epilepsy, 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.

20.2 Travelers are responsible for assessing whether this Retreat is suitable for him or her.

20.3 TJA does not provide medical advice. It is the Travelers responsibility to assess the risks and requirements of each aspect of the Retreat based on his or her own unique circumstances, limitations, fitness level and medical requirements.

20.4 The Castello di Potentino is not equipped to accommodate guests with disabilities or reduced mobility.

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## XXI. PASSPORTS AND VISAS

Passport holders are responsible for obtaining the required documentation applicable for entry 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.

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

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## XXII. TRAVEL INSURANCE

TJA strongly recommends all travelers take out comprehensive travel insurance prior to 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. TJA cannot be held responsible for any costs arising from such loss or injury.

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## XXIII. 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 24 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.

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## XXIV. 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 TJA and the Travelers that all lawsuits against TJA 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.

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## XXV. ACCEPTANCE OF TERMS AND CONDITIONS

The Travelers acknowledge and accept the above terms and conditions applying with respect to the Retreat and acknowledges 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 TJA.