

ADVENTUROUS SPIRIT RETREAT

Terms & Conditions

With all packages a non-refundable \$1000AUD deposit is required upon booking. Full payment (the balance) must be made within 10 weeks prior to the retreat start date. This is a female-only getaway. Guests must have adequate travel insurance to cover all activities listed and must be over 18 years of age. For further information about Adventurous Spirit Retreats please see policies & conditions and booking terms.

POLICIES & CONDITIONS

PAYMENT POLICY To reserve your place on our retreat, a non-refundable booking fee of \$1000 AUS is required upon confirmation within 3 working days to secure the reservation. Full payment (the balance) must be made within 10 weeks prior to the retreat start date. Prices are based per person, but DO NOT include flights, insurance visas and anything not stipulated in the information pack. Clients must have proof of adequate travel insurance to cover all activities listed prior to the retreat start date.

CANCELLATION POLICY Due to our need to commit to accommodation and other arrangements in advance, fees paid cannot be refunded for any reason.

PASSPORTS, VISAS AND DOCUMENTS It is the responsibility of each participant to obtain a valid passport, visa(s) and necessary certificates for any country to be visited in connection with an Adventurous Spirit Retreat.

THIRD PARTIES Adventurous Spirit Retreats holds no responsibility for the actions or omissions of third parties or independent contractors, including in the event that they modify the nature of a service on a retreat as compared with the advertised nature of the service.

GENERAL WAIVER You acknowledge that during a retreat you participate voluntarily in any and all activities arranged by the retreat organizers, and insofar as legally permissible, surrender your right to any cause of action against Simple Sacred Spaces Pty Ltd, Adventurous Spirit Retreats, Leanna McNeil or Lisa Turnbull arising from any loss or damage to person or property that occurs during a retreat.

BOOKING TERMS & CONDITIONS Adventurous Spirit Retreats is a trip operator (hereinafter referred to as “we”, “us” and “our”), and “you” are an individual who wishes to book and travel on a trip operated by us (“Vacation”).

1 PASSPORT & VISAS

1.1 You must have a valid passport for international travel. Many countries require at least 6 months’ validity from the date of return and some countries require a machine- readable passport.

1.2 When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know.

1.3 Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part).

2 DEPOSIT & FINAL PAYMENTS

2.1 You will be required to pay a deposit or deposits when booking. We will advise you of how much that amount will be.

2.2 All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law).

2.3 Final payment is required to be made no later than 10 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking (will be informed).

2.4 On receipt of your deposit, subject to availability and at our discretion, we will reserve your place on your selected Vacation. A contract is only made between you and us upon your booking being confirmed and accepted by us and our communication thereof to either you or your travel agent.

3 PRICES

3.1 All prices are subject to availability and can be withdrawn or varied without notice. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increase. Please contact your consultant for up-to-date prices.

4 CANCELLATIONS BY YOU

4.1 There are no refunds available once you have committed to this Vacation.

5 CANCELLATIONS BY US

5.1 We reserve the right to change or cancel any trip departure in accordance with operating requirements or circumstances beyond our control.

5.2 We are not liable for any changes, amendment or cancellation penalties incurred on any other travel arrangements purchased separately by you due to our cancellation or rescheduling.

5.3 If the change or cancellation is due to force majeure (i.e. circumstances like political unrest, war or threat of war, riots, civil strife, closure of airports or ports, industrial disputes, terrorist activity, natural and nuclear disasters, fire, epidemic health risk, Acts of God, adverse weather conditions or other similar events beyond Adventurous Spirit Retreats control there is no refund.

6 VACATION DETAILS AND CONDITIONS

6.1 The information in our brochure is correct to the best of our knowledge, but we cannot guarantee that any item or amenity mentioned will be available, especially where we have no direct control over it.

6.2 With respect to our touring program we will do our best, at our discretion, to select accommodations, sightseeing trips and transportation to give you good value for your money. We constantly strive to improve trip itineraries and features. If such improvements can be made, or unforeseen circumstances beyond our control make changes necessary, we reserve the right to vary itineraries and to substitute hotels.

6.3 Any special meal requirements will be made on a request basis only. We cannot guarantee special meal requests nor will assume any responsibility or liability if client's special meal requests are not fulfilled.

6.4 We reserve the right to alter or substitute the type, size of vehicle and/or the style of transport mentioned in the brochure, resulting in occasionally having to utilize transport without some of the features including WiFi & power outlets.

7 LIMITATION OF LIABILITY

7.1 Any information or advice provided is of general nature only. You acknowledge that: (a) your choice to participate in this Vacation is solely at your own risk; (b) you must rely entirely on your own enquiries and judgment in relation to the Vacation or anything offered by us; (c) taste and preferences change from person to person and that we cannot possibly guarantee your satisfaction with the Vacation. Accordingly, we disclaim any liability for any non-economic loss including without limitation loss of enjoyment, disappointment, distress or frustration, whether physical or mental; (d) we are not liable for any reckless or negligent act or omission by you, and our liability is excluded to the extent of your contribution to any liability; and (e) we are not liable for any action of any third-party or anything outside of our reasonable control.

7.2 We are not responsible for and accept no liability in respect to any claims, losses, damages, costs or expenses arising out of: (a) personal injury, sickness, disease, accident or death, however caused, including without limitation, where same results from your conduct on Vacation; (b) loss or damage to or delay of baggage or other property unless resulting from our negligence in which case our liability shall be limited to the actual loss but in no event would exceed the total Vacation cost; and (c) delays and loss as a result of government action, weather, mechanical breakdown, equipment failure, labour disputes, sickness, acts of war, insurrection, terrorism, Acts of God or any other causes beyond our control. We cannot be responsible for interruption of air carrier service due to airline default.

7.4 Our liability arising in connection with these Terms and Conditions or the Vacation is limited as follows: (a) we exclude all liability for consequential, special, indirect, non-economic or remote loss, including loss of opportunity or business; (b) our total maximum total liability arising in connection with these Terms and Conditions is capped to the total amount paid to us for the specific Vacation; (c) our liability is excluded to the extent that you contributed to the liability; (d) we exclude any liability or claim unless you commenced a claim against us in a court of competent jurisdiction within 6 months of the date of the Vacation, otherwise they are waived and released; (e) our liability is subject to your duty to mitigate your loss

7.5 All of the above subclauses are cumulative to one another and are applied to the maximum extent permitted by law.

8 RELEASE AN INDEMNITY

8.1 To the maximum extent permitted by law, you agree to release the Released Parties from all Loss or Claims arising out of or in any way connected with any Relevant Matter. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

8.2 To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless the Released Parties from any Loss or Claims arising out of or in any way connected with any Relevant Matter.

8.3 In this clause: (a) Claim means a claim, action, proceeding or demand made against a person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent. (b) Loss means a damage, loss, cost, expense or liability incurred by the person concerned however arising, including without limitation penalties, fines, and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable. (c) Released Parties means us and our officers, directors, shareholders,

agents, employees, consultants, associates, affiliates, subsidiaries, related parties, related body corporates, sponsors, and other third-party partners. (d) Relevant Matter means anything in connection with: (i) any damage to person, property, personal injury or death; (ii) your breach of these Terms and Conditions; (iii) any matter for which we have purported to exclude or disclaim liability for under these Terms and Conditions; (iv) your breach or failure to observe any applicable law.

9 TRAVEL INSURANCE

9.1 Travel insurance is compulsory on our trips. It is strongly recommended that you take out comprehensive insurance coverage for cancellation, personal injury, death, medical expenses, repatriation expenses and evacuation expenses before you travel on the Vacation. We strongly recommend your insurance also covers cancellation, personal liability and loss of personal property. Please check that the insurance covers all of the activities that you are going to be participating in. Some policies exclude certain adventure activities. This should be arranged as soon as you have received confirmation of our final numbers and trip go ahead.

9.2 We cannot be held responsible for your failure to take out appropriate insurance. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the Vacation.

10 ILLNESS OR ABSENTEEISM

10.1 In the event of your withdrawal from a Vacation after the commencement as a result of illness, you must obtain a medical certificate to support any insurance claim. No refunds will be made for any absence or withdrawal from the trip. Under no circumstances can we be held responsible for rain or weather conditions, nor can any Vacation be cancelled or amended by you at any time on the basis of rain or weather conditions.

11 LUGGAGE RESTRICTION

11.1 Luggage is restricted to one reasonable sized, non-expanding suitcase size up to 73cm x 50cm x 25cm (29" x 20" x 10") and the maximum weight of 44lbs (20 kilos) plus one small hand/day bag that can go on the coach with you. No metal frame backpacks are allowed. We reserve the right to refuse to accept larger suitcases on trip.

12 GENERAL CONDITIONS

12.1 Entire Contract: The booking conditions detailed herein contain the entire contract between you and us.

12.2 Disclaimer: Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation.

12.3 Variation: This contract may only be varied in writing by a duly authorised officer or director of Adventurous Spirit Retreats.

12.4 Relationship: The relationship of the parties to this Agreement does not form a joint venture or partnership.

12.5 Waiver: No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

12.6 Severability: Any clause of this Agreement, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

12.7 Assignment: Your contract is with us as the trip operating company. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you. You must not assign, sublicense or otherwise deal in any other way with any of your rights under this agreement.

12.8 Exclusions: We are not a carrier or hotelier nor do we own aircrafts, hotels or coaches. All bookings with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. Please note that some of these limits or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. While we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third-parties, we will give every reasonable assistance in helping to resolve any reasonable dispute.

12.9 Governing Law: The agreement arising between you and us under this document and the booking made by the passenger shall be governed by the law of New South Wales, Australia, which shall have exclusive jurisdiction in the case of dispute between the parties.