

## INTERNATIONAL RETREAT TERMS & CONDITIONS

In these terms and conditions, “us” and “we” means Ewa Helena Richardson as Women Soulful Surf ABN 86 434 003 109, “you” and “your” means the person making the booking.

By booking with us and paying the deposit or part and full payment, you acknowledge that you have read, understood and agree to be legally bound by these terms & conditions.

### GENERAL

#### *Reservation and deposit*

To confirm your booking, a deposit of \$500 (five hundred) must be paid and received by us. Reservations will not be considered confirmed until the deposit is received.

The second payment of 50% of the remaining amount is required 60 days prior to your retreat start date. The remaining balance must be paid 30 days prior to your retreat start date.

If your booking is made within thirty (30) days of the retreat date full payment is required at the time of booking.

#### *Confirmation and final payments*

Confirmation of your booking will be made in writing. Final payment is due thirty (30) days prior to retreat start. Failure to pay the full amount by the due date will result in the booking being released and resold. Any payment made, including the deposit, will be forfeited unless a request to transfer to another retreat within the year, is received in writing at least 30 days prior to retreat. Any date transfer is subject to availability. Changes to this

policy may be made on a 'case by case' basis and are made at the complete discretion of Women Soulful Surf.

### *Credit card charges*

Credit card payments will be subject to applicable merchant charges.

### *Providing your details*

We will request your completed details with the balance of the retreat payment.

### *Tour cancellation fees policy*

#### *Cancellation by you*

Cancellations by you must be made in writing to us. The cancellation date will be effective on the date of receipt by us, and cancellation fees applicable on a per person basis. See refund policy below.

#### *Refund Policy*

Deposit payments are refundable if cancellation is received, in writing within 7 days of initial booking date, except where a booking is made within 7 days of the retreat. In this case full payment for the retreat is required and is non refundable.

All other payments are non refundable.

All payments are transferable to another retreat date, subject to availability. Requests for transferred retreat dates must be applied

to retreats departing within 12 months of the initial booking. Requests must be received in writing at least 30 days prior to departure.

Changes to this policy may be made on a 'case by case' basis and are made at the complete discretion of Women Soulful Surf.

No refund will be given for missed services including accommodation, sight-seeing or other services included in the retreat itinerary or other organised travel via us which are not utilised.

No allowances or refunds will be made for lost or unused tickets or events.

Changes to cancellation policy may be made by Women Soulful Surf, as a result of circumstances beyond our control. You will be advised by your guide or in writing of any changes as soon as practical.

A change of retreat date or cancellation may be recoverable through your travel insurance. No refunds apply for unused portions or services of the retreat.

It is at the complete discretion of Women Soulful Surf if there is a change to the application of any credit (full or partial) towards another retreat booked through us instead of forfeiture of any payments.

### *Cancellation by us*

We may also cancel a retreat due to unforeseen circumstances, natural disasters or any other event beyond our control that may jeopardise the safety of our group. If a retreat is cancelled, you may choose to reschedule to another retreat. We are not responsible for any incidental expenses that may have been incurred as a result of booking connecting flights, or additional travel related items.

### *Minimum group number*

The retreat may be subject to a minimum number. If this number applies it will be clearly stated on any communication with you leading up to, and at the time of, booking. If the minimum number of travellers is not reached, the retreat may be cancelled with all monies refunded.

We may offer the following options:

- if we re-cost the retreat and you decide not to proceed, all monies will be refunded; or
- you may choose to continue with the itinerary with an increase in costs.
- Should you choose to continue with the itinerary, services may also have to be modified to accommodate a smaller group.

### *Pricing policy*

All quoted prices are per person. Prices include single or twin occupancy accommodation (as specified), program planning, handling and operational charges.

You are responsible for all travel costs to arrive to the destination where the retreat will commence, unless stated otherwise in your quote.

The quote price is not valid with any other offer.

We are under no obligation to give breakdown costs involved in any itinerary.

Pricing may vary through out the year as a result of conditions beyond our control. Pricing updates will be made via the Women Soulful Surf website and directly to each customer in writing.

### *Changes to the itinerary*

We anticipate no changes to our published retreat itineraries and we will make every effort to ensure all itineraries are accurate. If we make a major change to the retreat we will inform with you as soon as possible prior to departure. Changes maybe be made as a result of weather conditions.

If, for any reason, we are forced to change your booking or part of it for reasons beyond our control during the actual retreat, we bear no responsibility and reserve the right to vary the itinerary and give you prompt notice of any changes with as much notice as practical.

In the event that any one change or series of changes to the retreat itinerary means that all or some of the retreat itinerary has become very different from that itemised prior to the changes, you have the right to withdraw from the retreat. Monies already paid (except your deposit and the part of the retreat already completed) will be refunded less any charges imposed by suppliers. If a substitute retreat, or part of the retreat is accepted in replacement of the original retreat, a surcharge may apply if the substitute retreat is more expensive.

If variations in the itinerary are accepted (which are permitted in these conditions) then no claim shall be made for compensation, refund or loss on that account.

We also reserve the right to change the daily itinerary on the retreat due to weather conditions or circumstances beyond our control. These decisions are final and may not be disputed during

or after the retreat. You may not make any claim for compensation should the itinerary be changed.

### *Exclusions*

The retreat price does not include the following items (unless noted in the itinerary): domestic air fares, pre or post tours, room upgrades, meals outside of the retreat program, alcoholic beverages, hotel incidentals.

It is your responsibility to ensure settlement of any charges made by a hotel (all hotels require your ID and validation of a credit card upon check in) for extra services ordered directly by you such as room service, mini bar, laundry, and communication charges such as telephone, fax, email or items of a personal nature.

### *Inclusions*

Inclusions include all accommodation as noted in the itinerary, meals as specified, transfers (if stated), and activities noted in the itinerary (where applicable).

### *Minimum age*

You must be at least eighteen (18) years of age at the time of the retreat to attend. If you are under this age you must notify us of the parent or guardian who is eighteen (18) years or older who will be your guardian. We have the discretion to decline your application to attend the retreat if we are not satisfied that the guardian is a suitable person.

### *Conduct and medical advisories*

To enjoy the program as intended, a reasonable level of fitness is required as there is occasionally a moderate amount of walking

and physical activity. You should have the capacity to participate without any assistance.

If you have any medical, physical or other condition including disabilities that could create a risk to you or to other members of the tour, we require notice prior to booking.

Our groups are led by a retreat host. The host reserves the right to decline your application for booking or to remove you from a retreat, at your expense, if your conduct is deemed incompatible with the group or your health condition or mobility may risk and impact your safety, health or full participation or that of other retreat travellers.

Should you require or request medical attention during their travel, such attention will be provided by locally available health care officials and at locally available facilities. In such events, we are not liable for any direct or indirect costs, losses or expenses incurred your for such health service costs incurred nor in the quality of medical care or medical services rendered. Should you have any questions or need any clarification about a specific program please ask for details at time of booking.

You are requested to familiarise yourself with any health requirements specific to the country being visited. It is highly recommended that you check and get advice from a medical practitioner and/or their local health authority or Consulate for the latest health requirements (i.e. precautions, vaccinations, etc.) applicable for travel to a destination.

You are expected to comply with the laws, customs, foreign exchange and drug regulations of all countries visited.

## LEGAL NOTICES

### *Responsibility*

We are acting only in the capacity of agent in all matters regarding all retreats.

Whilst we take all reasonable care to select excellent quality service providers, these services are not provided by us but by airlines, hoteliers, transportation companies, travel agents and other service providers which are not under our control. All coupons, vouchers, receipts and tickets issued by the airlines, hoteliers and transportation companies, travel agents and other service providers are issued subject to the terms and conditions of liability contained in those documents, which may limit or exclude liability for death, personal injury, delay, and loss of or damage to baggage and are subject to the laws of the country where the services are provided.

We assume no liability for any acts or omissions of any supplier including, without limitation, those involving failure to deliver or partial or inadequate delivery of services, overbooking or downgrading of services, cancellation of tours, schedule changes, re-routings, delay, theft, damage to or loss of baggage, property damage, accidents, death, sickness or injuries to persons regardless of cause, or other unforeseen events caused in connection with those service providers, their employees, agents, servants or representatives, whether or not any retreat sold, services tendered or transportation provided is arranged through us.

We do not accept any liability caused directly or indirectly by force majeure or other events beyond our control, including war or threat/acts of war, acts of government, acts of terrorism, fire, strikes or other labour activities, civil unrest, insurrection or

revolt, quarantines, floods, weather conditions, natural disasters, incidents at sea, accidents or failure of mechanical equipment, mechanical or other failure of aircraft or other means of transportation, or for failure of any transportation mechanism to arrive or depart on time or other disturbances of any kind which cancel, interfere with, or add cost to the services requested.

There are certain inherent risks in travel and at times there may be inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. You assume all such risks with regard to these possibilities.

We are not liable for any negligent or wilful act of any such person or entity or of any third person.

### *Waiver*

Whilst on a retreat there may be instances where you may wish to join the Retreat Host or retreat guide for activities in free time outside the retreat itinerary. This may involve catching taxis or using public transport, or riding in the car, or on motorbike/scooter to or from shopping/dinner locations or other destinations chosen at the time. The retreat host or guides will not be liable for any accident, injury, death, property damage or loss in relation to such activities. By submitting the booking form, you agree to take part in these activities at your own risk.

Should you choose to participate in activities outside our scheduled or hosted times, including but not limited to fishing, surfing, boating, bike and motorbike riding or snorkelling, you do so at your own risk.

### *Complaints*

If you have any complaint about the retreat before, during, or after your retreat, you must make it known at the earliest opportunity to

your tour host who will endeavour to resolve the issue at the time. If at the end of the tour you feel your complaint has not been properly dealt with, you must notify us in writing within thirty (30) days of the end of your tour.

### *Agreement*

The payment of deposit shall be deemed your consent to and acceptance of these terms and conditions as presented in this document.

### *Changes to terms & conditions*

These terms and conditions may be changed by us at any time without notice. The current terms and conditions apply to all tours.