



Soulfit Adventures Booking Conditions and Terms of Service

Booking a Soulfit Adventures retreat commences when you complete your booking form. It is necessary to complete this form in order to proceed with your booking. Participation in a tour is not valid unless a booking form is submitted.

After a receipt of a completed booking form we will place a tentative booking for you for 7 working days and send you payment instructions along. We recommend that you read the booking conditions in full before you make your deposit. Payment of your deposit or full payment, you acknowledge that you have read, understood and agreed to be legally bound by the Booking Conditions and Terms of Service. Should you require further clarifications of any of the following conditions, we encourage you to contact us.

Deposits and Payments

A deposit of 25% of the cost of the retreat which is non-refundable, or full payment is required 7 working days after receiving payment instructions to secure your booking. Any outstanding fees must be paid in full 90 days before the departure date with fees for single supplement(s).

In the unlikely event that we are unable to operate the retreat due to unforeseen circumstances outside of Soulfit Adventures control, and we certainly hope this never happens, any fees paid on top of your deposit will be refunded to you in full, or may be transferred to another retreat within 12 months of the original date.

In the case where a booking is made when there are less than 60 days until the retreat departure date, the retreat cost must be paid in full within 48 hours of receiving an invoice from SoulFit Adventures.

In all cases, retreat fees must be paid 'in full' before participation in a tour. No person(s) will be allowed to join a tour without fully settling their invoice and receiving a confirmation letter from Soulfit Adventures.

Methods of Payment

The following methods are available to make payment:

TransferWise - we process all payments via [TransferWise](#) in the quoted local currency. All international transfer fees or charges may not be deducted from the amount listed on your invoice. These fees are an additional charge that the transferor is responsible for paying. The relevant [TransferWise](#) details will be provided to you at the time of booking.

Credit Cards - payment by all major Credit Cards are accepted via PayPal. Payment by Credit Card incurs a 4% Credit Card fee additional to the retreat cost.

Soulfit Adventures Cancellation Policy

In cases of a cancellation, the following fees per person will be charged. The amount of cancellation fees depends on the number of days of receipt of written cancellation to Soulfit Adventures:

- Cancellation up to 90 days before Tour departure – deposit only
- Cancellation 90 days or less before Tour departure – 100% Tour cost*
- Failure to turn up or leave trip voluntarily – 100% of Tour cost*

Soulfit Adventures may claim losses exceeding the flat rate cancellation fee whenever proof of such loss can be provided. Soulfit Adventures is entitled to pass on additional costs to the client if charged for by service providers (e.g. fees for unoccupied beds/seats).

*Includes bank fees and exchange rate losses.

If you do not pay the balance of your total booking cost within 60 days of departure, your booking may be terminated and you will lose your deposit. In addition, other cancellation penalties may apply. No refunds will be made if you leave a Retreat for any reason after the Retreat has begun. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised.

Exceptions to this policy **cannot** be made for any reason, including weather or personal emergencies. Please note:

- There is no refund for arriving late or leaving a trip early
- Single supplements are considered part of the trip price and are subject to cancellation fees.
- Soulfit Adventures reserves the right to make route and hotel modifications as needed.
- Soulfit Adventures is not responsible for expenses incurred in preparation for any cancelled trips, such as airline tickets.
- Guests who fail to provide a signed copy of the "Release of Liability and Assumption of All Risks" form prior to the trip departure will not be allowed to join the trip and the cancellation policy applies.

We strongly advise that clients have full person travel insurance that covers for the refund of monies paid in case either party cancels the tour for any reason.

We regret that we cannot be held responsible for incidental/consequential costs or expenses you may incur as a result of any changes or cancellations.

Force Majeure

Soulfit Adventures is not liable for any failure or delay in performing its obligations under the booking of the Tour that is due to events beyond Soulfit Adventures control, including, but not limited to: acts of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalised lack of availability of raw materials or energy (force majeure event).

For the avoidance of doubt, a force majeure event shall not include: a. financial distress or the inability of you or Soulfit Adventures to make a profit or avoid a financial loss; b. changes in market prices or conditions; or c. your financial inability to perform your obligations hereunder.

If your Tour cannot take place due to a force majeure event, you are entitled to a travel credit for the value of the price you paid for the Tour, which will be valid for 12 months from the date that the Tour was scheduled to depart. It is your obligation to book a replacement Tour during this period. If you re-

book a Tour that is more expensive than the original Tour price, you will be required to pay the difference to Soulfit Adventures. If you re-book a Tour that is less expensive than the original Tour price, it is Soulfit Adventures discretion as to whether the difference in price will be refunded to you.

Booking Amendments

If you wish to change your booking in any way, the following fees will apply.

Transfer from one Tour to another

Amendment request received by Soulfit Adventures 60 days or more prior to the original tour departure dates: AUD\$100 per person per trip will be levied and must be paid prior to any transfer being confirmed.

Amendment requests received by Soulfit Adventures within 60 days prior to the original tour departure dates: charges will apply as per cancellation fees.

Other amendments to your booking:

In relation to any other arrangements made in conjunction with your Retreat (e.g. pre- and post Retreat accommodation, transfers etc), received by Soulfit Adventures within 60 days prior to tour departure date will be subject to a \$50 administration fee per change. This fee is in addition to any charges levied by group operators, hotels or airlines.

No amendments are permitted to your booking within 10 days of departure.

Late Bookings

For bookings made within 15 days prior to departure, Soulfit Adventures reserves the right to charge a late booking fee of \$50 per booking.

Documentation

You must be in possession of a valid passport and all the visas and permits required for your retreat. This includes any medical certificates that are required. The client accepts full responsibility for obtaining any and all such documentation. Every client is encouraged to contact the consulate/embassy for the countries they are travelling in respectively to receive the latest and most current information about their immigration/transit policies.

Soulfit Adventures does not accept responsibility if your documentation is not in order. Information provided by the company about these matters and other related items (clothing, baggage, climate etc.) is given in good faith but without responsibility on the part of the company.

Travel Insurance

Soulfit Adventures insists that all clients must take out good travel insurance before joining one of our tours/retreats. There are inherent risks involved and we will not be liable for your medical expenses or evacuation in case of an accident.

This insurance must include adequate coverage for any personal accident, medical expenses, injury, death and repatriation. Insurance should also provide coverage for cancellations or curtailment of the holiday. Clients should also ensure that there are no exclusion clauses limiting protection for any dangerous or unusual activities that might be included in their tour.

If you join the retreat without adequate insurance you may be disallowed from continuing on the retreat without the right of refund. Clients are solely responsible for arranging their own insurance and they should ensure that they are covered for the full duration of their retreat. Your retreat leader will ask for copies of your insurance before allowing you to join the tour. This protects both you and us.

Prices and currency rates

Prices promoted on the website are in the local currency of the country of the retreats/trips, and are based upon costs and exchange rates applicable at the time of preparing these retreat prices. If you request a retreat/s beyond these validity dates or tailor-made retreat/s, Soulfit Adventures will forward you a schedule of revised tour prices.

We will do everything in our control to avoid price adjustments and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based. Soulfit Adventures will make every effort to keep you informed of any changes that may occur.

Upon request, Soulfit Adventures will quote your tour costs in £POUNDS, \$USD, EURO or other recognisable foreign currency based upon the exchange rate on that day as calculated by global currency site: <http://www.xe.com>.

Warranty

Our clients have to understand that our trips by their nature involve some risks and dangers and shall assume all responsibility for any bodily injury or property damage as a result of (but not limited to): physical exertion for which a guest is not prepared, forces of nature, travel by plane, train, auto, boat or other conveyance, or by bicycle, horseback, foot or other form of active adventure travel, consumption of alcoholic beverages, civil unrest, terrorism, breakdown of equipment, high altitude, lack of or limited access to medical attention in remote locations and the adequacy of medical attention once provided.

Clients shall not hold Soulfit Adventures or its personal responsible, whatsoever, for any injuries, damages, losses or delays neither to persons or property nor for extra costs arising from unforeseen complications for any reasons during the trip.

Furthermore, all clients have to be aware that Soulfit Adventures reserves the right to inspect all equipment at the outset of the excursion to ensure proper working order. Having done so, the client agrees to pay for all damages to the equipment instigated by their negligence.

Soulfit Adventures is also not liable for: expenses (e.g., meals, transportation or hotel costs) that are not specified as included in the trip cost but may be required to get to or from a trip start or end point.

Guests grant Soulfit Adventures express permission to take photographs or make film records of its trips for promotional and commercial use, as well as approve such use by third parties with whom Soulfit Adventures may engage in joint marketing, without financial remuneration.

Soulfit Adventures reserves the right to make route and hotel modifications as necessary to improve the trip quality or to accommodate the comfort and wellbeing of guests.

As previously stated, you will be asked to sign a copy of our "Release of Liability and Assumption of all Risks" form prior to the start of the trip.

Complaints

If you have any complaint about your retreat/tour, you must make it known at the earliest opportunity to the Leader and/or Soulfit Adventures local representative, who will attempt to resolve your complaint. If at the end of the retreat/tour you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your Tour.

Health, Fitness, Trip Grades and Age Limits

It is your responsibility to advise Soulfit Adventures of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a Tour and the enjoyment of other trip members. You are required to provide an assessment of your medical condition from a qualified medical practitioner. Soulfit Adventures reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. The Provider also reserves the right to cancel your participation in a retreat/tour at any time, including after the commencement of your retreat/tour, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the retreat/tour and the enjoyment of other retreat/tour members.

Generally, SoulFit Adventures does not allow travellers under the age of 18 years on the Soulfit Adventures scheduled itineraries. However, Soulfit Adventures will occasionally make exceptions for under-18s travelling with their legal guardian. The decision for any person under 18 years of age to travel on the Soulfit Adventures' scheduled itineraries is at the absolute discretion of the management of the Soulfit Adventures. For further information please contact the Soulfit Adventures.

Governing Law

The Booking Conditions and Terms of Service will be governed by and construed in accordance with the Law of New South Wales, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of New South Wales, Australia as regards any claim or matter arising under the Booking Conditions and Terms of Service or a booking.

Disclaimer

Soulfit Adventures is committed to costing trips as accurately as possible. The trip costs and inclusions are current at the time of publication but maybe subject to change. Soulfit Adventures will not increase the tour price except under exceptional circumstances for those that have previously booked the tour. Any changes to pricing will be communicated to you clearly before final payment is due.