



## **Booking Conditions and Terms of Service**

### **Key Terms**

1. Soulfit Adventures (the Provider) provides cycling and yoga retreats (Retreats) to its customers (you). These Booking Terms and Conditions (Conditions) constitute a legally binding contract between the Provider and you for the Retreats and any other services provided by the Provider. These Conditions set out the basis of your legal relationship with the Provider.
2. You warrant and acknowledge to us that you have read and understood these Conditions and if booking on behalf of third parties, you have conveyed these Conditions to them.
3. No legally enforceable contract will be concluded, and no supply will have taken place, unless and until the following has occurred: a. You have fully completed and submitted the online Booking Form; and b. The deposit has been received by the Provider in accordance with these Conditions (see clause 15 to 16).
4. Subject to the Conditions below, the Provider reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and departure times for the Retreats without notice. However, reasonable effort will be made to maintain arrangements as advertised.
5. The Provider may, from time to time, update these Conditions and you agree to be bound by the updated Conditions as and when they are published on the Provider's website.

### **Services**

6. We commence providing services to you as soon as we accept your booking. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your Retreat. The services we provide to you are limited to (a) the arrangement and coordination of your travel whilst on Retreat; and (b) the delivery of travel arrangements which we directly control.

### **Prices & Payment**

7. Subject to clause 10, all advertised prices are correct at the time of printing. Prices for European Retreats are quoted in Euros, and prices for Australian Retreats are quoted in Australian dollars.
8. Payment can be made by:
  - a. bank transfer in Euros (for European retreats); or
  - b. bank transfer in Australian Dollars (for customers with Australian bank accounts for Australian retreats); or

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

9. We process all bank transfers via [Wise](#) 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 [Wise](#) details will be provided to you at the time of booking.

10. The Provider reserves the right to adjust prices whether or not you have already made full payment. The Provider will do everything within its reasonable control to prevent or limit price adjustments and will generally only amend prices in the event of marked fluctuations in exchange rates and other operating costs on which prices are based.

11. Dates and itineraries departing more than 12 months after a booking is made are indicative only and subject to change in accordance with clause 10.

12. Where applicable, the price is based on twin share accommodation. If you require a single room (DFS), further charges will apply. These charges are available on our website as a single supplement.

### **Costs included in the Retreat Price**

13. The following items are included in the Retreat price:

- a. twin-share accommodation (where applicable);
- b. bike hire referred to in the itinerary (European Retreats only)
- c. all scheduled transport referred to in the itinerary;
- d. entry costs for scheduled activities referred to in the itinerary;
- e. drinks and meals referred to in the itinerary; and
- f. local guides and drivers.

### **Costs not included in the Retreat Price**

14. Costs that are not included in the Retreat price include: airfares, passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra drinks and meals, medical expenses, optional activities and trips, and any items of a personal nature.

### **Deposit**

15. To secure your reservation, payment of the Retreat price must be made as follows:

- a. a non-refundable deposit of 20% of the published Retreat price is required per person within 7 days of date of signature of the terms and conditions; and
- b. the balance (being 80%) is due 90 days before departure.

16. When a booking is made within 90 days before departure, a reservation is only secured upon receipt of the total Retreat price. Reservations made by private groups and agents are also subject to these Conditions.

17. If you do not pay the balance of your total booking cost within 90 days of departure, your booking may be terminated and you will lose your deposit.

### **Cancellation by the Provider**

#### **Force Majeure - Prior to travel**

18. If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control (Force Majeure), we may elect to:

- reschedule your travel arrangements, in which case we will issue you with a credit equal to amounts paid; or
- cancel your travel arrangements, in which case our contract with you will terminate.

19. If we cancel your travel arrangements, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third-party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund.

20. Any credit issued by us:

- must be redeemed within 12 months of the date of Retreat Cancellation
- is redeemable against any retreat offered by us
- is not redeemable for cash
- is not redeemable against flights or travel insurance

#### **Force Majeure - During travel**

21. If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third-party costs only.

### **General**

22. If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

23. If we cancel your travel arrangements for reasons beyond Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a retreat of substantially equal or better quality if appropriate.

24. We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

### **Minimum numbers**

25. For a Retreat to take place, the Provider requires a minimum number of six customers per Retreat (unless prior arrangement is made).

26. In the event that the minimum number of six customers per Retreat is not met, the Provider reserves the right to cancel the Retreat up to 90 days prior to the Retreat departure, in which event all monies paid by you will be refunded to you.

### **Bush Fire Danger**

27. For Australian Retreats, in the event that bushfires interfere with the Provider's ability to offer the Retreat, the Provider will use its reasonable endeavours to organise and deliver alternative activities, away from the endangered area. This may mean that the Retreat takes place in a different location or on different days.

### **Illness Preventing Retreat Commencement or Continuation**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19):

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then:
  - if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
  - if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking.

We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

### **Cancellation by You**

31. You may cancel your booking by giving written notice to us. Cancellation fees and charges will be levied as follows irrespective of when notice of cancellation is received:

- any amounts we have paid or have contractually committed to pay to third parties to deliver your travel arrangements which we cannot reasonably recover (for example payments made or due to ground operators);
- where we or our related companies operate any of the services included in your travel arrangements (for example, accommodation or transportation), a reasonable amount attributable to such services which we reasonably determine we cannot resell;
- a fee which is the greater of the deposit and 15% of the booking value to compensate us for work performed up until the time of cancellation (including work performed in connection with your travel arrangements prior to your booking); and
- a fee which is the greater of \$200 and 5% of the booking value to compensate us for processing the cancellation and any associated refund.

Cancellation fees and charges will not exceed payments received by us at the time of cancellation. If after the application of these fees and charges there is a surplus of payments you have made to us, we will refund this to you within a reasonable time.

You agree that these cancellation fees and charges are reasonable and required to protect our legitimate business interests.

Any payments we have made to third parties will only be refunded to you once we have deducted the above cancellation fees and charges and once, we have actually recovered the amounts from the third parties. We will use reasonable endeavours to recover third party payments, but we make no guarantee that we will be able to make recoveries.

For group departures, a transfer of a confirmed booking to another departure date is deemed to be cancellation of the original booking.

### **Independent Services**

32. We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

### **Assumption of Risk**

33. You acknowledge that you participate in the Retreat at your own risk.

34. You acknowledge that participation on all Retreats involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, heart attack, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in the Retreat involves visiting remote or unstable regions, or regions where there is dangerous wildlife.

35. You acknowledge that the activities that may be undertaken on a Retreat involve a significant degree of physical exertion or physical risk and that the recreational services provided by the Provider may be dangerous. You further acknowledge that the Retreat is undertaken for the purposes of recreation, enjoyment or leisure.

36. When assessing whether the Retreat will operate, the Provider uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade. It is your responsibility to accustom yourself with the travel advice provided by this government body, as well as that of your country of residency, before commencing the Retreat. By booking with the Provider, you acknowledge your decision to travel on the Retreat is made after due consideration of relevant travel information that may be made available at any time.

37. The Provider reserves the right to inspect all equipment at the outset of the retreat to ensure proper working order. Having done so, the client agrees to pay for all damages to the equipment instigated by their negligence.

### **Responsibility**

#### **Services supplied by independent suppliers**

38. Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your retreat, you acknowledge that our obligations to you are

limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

39. We act as an intermediary only and you will be subject to the terms and conditions of the Independent Supplier. Any disputes between you and the Independent Supplier are to be resolved between you and them.

40. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

### **Services we directly supply**

41. To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care.

42. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do.

43. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

44. While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

45. All information we provide, including but not limited to information on our website, brochures, pamphlets and at our premises, relating to a supplier is provided by suppliers or other independent third parties. We are not responsible for and make no warranty or representation about such information including the standard, class, or description of accommodation or services provided by Providers.

### **Exclusion of Liability**

46. The Provider acknowledges that you have rights and guarantees under statutory consumer protection laws including the *Australian Consumer Law (ACL)* under the *Competition and Consumer Act 2010 (Cth) (CCA)* and the *Australian Consumer Law and Fair Trading Act 2012 (Vic) (ACLFT)*. Nothing in these Conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy under these laws which cannot lawfully be excluded, restricted or modified.

47. The guarantees contained in the ACL and the ACLFT can be excluded, restricted or modified in relation to the supply of recreational services. In relation to the supply of the Retreat, being a recreational service, the Provider excludes all liability for a failure to comply with sections 60 to 62 of the ACL for:

- a. death;
- b. physical or mental injury;
- c. the aggravation, acceleration or recurrence of a physical or mental injury;
- d. the contraction, aggravation or acceleration of a disease; and

e. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of the Provider to comply with a guarantee in sections 60 to 62 of the ACL.

48. To the extent permitted by section 139A of the CCA and section 22 of the ACLFT, you acknowledge and agree that the Provider excludes all liability. The effect of these exclusions is that you will not be able to sue the Provider in the event that any of the circumstances listed in clause 46 occurs. The exclusion of your right to sue the Provider does not apply if your death or injury is caused by the gross negligence of the Provider.

49. The Provider is not liable for any indirect loss, consequential loss, loss of income, profits, revenue or opportunity, loss or theft of goods, damage to goods, loss, theft or corruption of data or information, the cost of replacing or repairing goods, the cost of recovering or recompiling data or information, or any damage to reputation, in each case except for any such liability which may not be lawfully excluded under the CCA, ACLFT or other similar legislative provision.

50. The Provider excludes all warranties and guarantees in connection with any goods or services supplied to you (on or in connection with any advice regarding such goods or services), other than those which may not be excluded under the ACL or other relevant legislation. For the avoidance of doubt, this exclusion includes an exclusion of all conditions and warranties implied by custom, the general law and statute (other than those which may not be excluded by force of law).

51. Without limiting the generality of anything herein, you acknowledge and agree that in entering into these Conditions and doing any pursuant to these Conditions, you rely on your own investigations and professional advice you have received and do not rely on any representation, guarantee, warranty or assurance from or on behalf of the Provider as to any matter.

### **Changes to your Trip**

52. You acknowledge that travelling with the Provider requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a Retreat's commencement, without prior notice due to local circumstances. Changes may occur because of force majeure event, poor road conditions, weather, availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond the Provider's control or which simply cannot be foreseen. The Provider does not accept any responsibility for loss of enjoyment, delays or financial costs resulting from circumstances beyond the Provider's control. You acknowledge that group sizes may also vary during the duration of your Retreat.

53. If we become aware of a significant change to your itinerary or its inclusions prior to the commencement of your trip (where the trip can still proceed), then we will notify you within a reasonable time and give you the choice to accept the change, to receive a refund of the land portion of your trip or to accept an alternative trip if offered.

54. Due to the nature of these expeditions, weather or government regulations may require changes to be made to your itinerary and/or the cancellation of some part of the Retreat. Every attempt will be made to adhere to the itineraries described within the limits of safety and time. In the event of changes, participants have no right to any refund or other compensation. Should you choose not to take part in any activity or make use of any service provided, no refund will be made. Should the advertised Retreat leader be unable to lead the Retreat due to illness or other reasons, a substitute person shall be found and no refund shall be made as a result of this change.

55. The information about Retreats given to you by the Provider and pre-departure information are subject to change. It is your responsibility to review the up-to-date pre-departure information which can be obtained from the Provider. The information and conditions in the pre-departure information are deemed to be part of these Conditions. Where changes to your Retreat occur after you have received your final documentation, the Provider will, where practical, advise you of such changes as soon as reasonably practical.

### **Your Obligations during the Retreat**

56. You acknowledge and agree that should you become ill or injured at any time before or during the Retreat, you will immediately cease participation in the Retreat and seek appropriate medical advice.

57. The Provider will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Retreat (including pre and post accommodation) are entirely at your own risk. The Provider cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

58. In accordance with clause 66, you must carry your Travel Insurance policy with you at all times and produce it to the Providers employees or suppliers upon reasonable request.

59. In accordance with clauses 67 and 68, you agree to abide by the direction of the Retreat Leader at all times.

### **Your Health**

60. The Provider operates Retreats in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home.

61. You are responsible for ensuring that you have adequately and appropriately prepared (both physically and mentally) for the Retreat. It is your responsibility to advise the Provider of any pre-existing medical condition(s) 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 Retreat and the enjoyment of other trip members. We do not carry, or have access to, a defibrillator whilst cycling.

62. You may be requested by the Provider to provide an assessment of your medical condition from a qualified medical practitioner. If no assessment is provided to the Provider, the Provider reserves the right, in its reasonable discretion, to cancel your booking and refund the money paid by you.

63. You warrant to the Provider that you:

- a. are and will continue to be in good physical and mental health and are fit and able to participate in the Retreat and all of the activities to be undertaken as part of the Retreat;
- b. are not a danger to yourself or any Retreat participant or any of the Provider's employees or suppliers; and
- c. do not suffer from any medical condition which may prevent you from undertaking the Retreat, including, but not limited to, epilepsy, dizziness, limb or back injury, angina or other heart condition, severe or uncontrolled asthma, visual impairment, depression or recovering from recent surgery.



64. The Provider reserves the right to terminate your participation in a Retreat at any time, including after the commencement of the Retreat, with no right of refund, if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the Retreat and the enjoyment of other Retreat members.

Generally, The Provider does not allow travellers under the age of 18 years on Soulfit Adventures scheduled retreats. However, the Provider may, in its absolute and sole discretion, permit a person aged under 18 years to travel on a Retreat with their legal guardian. For further information please contact the Soulfit Adventures.

### **Travel Insurance**

65. Prior to the commencement of the Retreat, you must obtain a comprehensive travel insurance policy from a reputable insurer which must cover accidents, injury, illness and death, medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable), personal liability, cancellation, curtailment and loss of luggage and personal effects and any activities to be provided during the Retreat that are not covered by a standard travel insurance policy. The Provider strongly recommends your policy include ambulance cover.

66. You must carry proof of insurance with you at all times during the Retreat and produce it if reasonably requested by the Provider's employees or suppliers. The Provider reserves the right to cancel or suspend your participation on a Retreat or in certain activities that comprise part of a Retreat, at any time, including after the commencement of your Retreat, with no right of refund, if you are unable to provide proof of insurance when reasonably requested.

### **Authority of the Leader**

67. You agree to comply with all lawful and reasonable directions of the Provider's leader or representative (Leader). At all times, the decision of the Leader will be final on all matters likely to affect the safety and well-being of you and the Retreat. This includes any decision that the Leader makes about your on-going participation in the Retreat or certain activities that comprise part of the Retreat.

68. If you fail to comply with a decision made by the Leader, or interfere with the well-being of the group, then the Leader reserves the right to cancel your Retreat and order you to leave the Retreat immediately, with no right of refund.

### **Complaints**

69. If you have any complaint about your Retreat, you must make it known at the earliest opportunity to the Leader and/or the Provider's local representative who will attempt to resolve your complaint. If at the end of the Retreat you feel your complaint has not been properly dealt with, you must notify the Provider in writing within 30 days of the end of the Retreat.

### **Documentation**

70. It is your responsibility to ensure you carry a valid passport. Please ensure that your passport is valid for 6 months beyond the duration of the Retreat. You must have obtained the appropriate visas when travelling with the Provider. 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.

71. Soulfrit 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.

### **Publicity**

72. You agree that the Provider may use comments, images or recordings of you or made by you and taken during the Retreat. You grant the Provider a royalty-free, non-exclusive, worldwide, perpetual licence to use, copy, reproduce, modify, adapt, publish, translate, distribute and publicly display such material for any promotional purpose of the Provider. By participating in the Retreat, you consent to such use.

### **Entire Agreement**

73. These Conditions constitute the entire agreement between the parties in connection with its subject matter and supersede all previous agreements or understandings between the parties in connection with its subject matter.

### **Severance**

74. If any provision of these Conditions is void, voidable, unenforceable, illegal, prohibited or otherwise invalid, the provision must be read down to the extent it can be to save it. If it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it. If that also fails to save it, the whole provision must be severed. The severing of any provision will not invalidate the remaining provisions of these Conditions.

### **Governing Law**

75. 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.

**By completing the online booking form and agreeing to the Booking Conditions and Terms of Service, you acknowledge that you have read, understood and agree to be legally bound by the above terms and conditions and warrant that the information you have provided is complete, true and correct.**