**Be Well Retreat BOOKING TERMS & CONDITIONS**

**NOTE: Please ensure you read this before you make your booking**

Once you make the decision to book and pay for the BE WELL Retreat you are committing to attend. By registering you have agreed to the following terms:

**1. OUR CONTRACT**

All bookings are made with Eve Drew & Dr Jodie Fleming.  By booking a trip with us you are deemed to have agreed to these booking conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

**2. ACCEPTANCE OF BOOKING AND FINAL PAYMENTS**

Once you have confirmed your booking, and payment has been processed you will receive confirmation and a receipt of payment.

**3. YOUR DETAILS**

In order for us to confirm your travel arrangements please follow the link to complete the Personal Details Form in the Welcome Email.

**4. CANCELLATION BY US**

COVID-19 Conditions

If we need to cancel the trip due to travel restrictions associated with COVID-19, you will receive a full refund of package price. A decision will be made a minimum of 10 days prior to the start of the retreat.

We may cancel a retreat at any time up to 30 days before departure.  We may cancel a trip at any time prior to departure if natural disasters, or other external events make it not viable for us to operate the planned itinerary.

If we cancel your retreat, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs.

We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to travel insurance excess or non-refundable flights.

**5. CANCELLATION BY THE guest**

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

* 90 days or more prior to departure you will receive a full refund
* 30 – 89 days prior to departure, we will retain 50% of the total booking cost.
* Less than 30 days prior to departure, we will retain 100% paid by you.
* You are strongly advised to take out travel insurance at the time of booking which should include cover for cancellation fees and any COVID-19 related reasons for cancelling. If you leave a retreat for any reason after it has commenced, we are not obliged to make any refunds for unused services.

**6. INCLUSIONS**

The price of your trip includes:

* All accommodation as listed
* All transport listed
* Airport transfers if applicable
* Excursions as detailed
* The services of your hosts
* Workshops and yoga and meditation classes as listed
* Meals and drinks as listed

**7. EXCLUSIONS**

The price of your trip does not include:

* Flights
* Excess baggage charges
* Meals other than those specified in the inclusions
* Travel insurance
* Optional activities and all personal expenses

**8. HEALTH REQUIREMENTS**

It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel. You may be asked to provide a Fit to Travel letter from your doctor.

**9. MINIMUM NUMBERS**

The retreat will be confirmed once we reach minimum numbers. We recommend holding off booking flights until we advise you the retreat is confirmed.

**10. FLEXIBILITY & Potential change of itinerary**

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives.

**11. ACCEPTANCE OF RISK**

The applicant understands that during the course of the trip certain events may occur, including, but not limited to, accident or illness in remote places without medical facilities, political instability and the forces of nature.

The guest agrees to assume all risks associated with the journey to the maximum extent permitted by law.

* Any medical and evacuation expenses incurred due to injury or illness will be the responsibility of the guest.
* We reserve the right to refuse a guest entry onto a retreat due to medical condition or fitness grounds.
* While travelling with us the guest agrees to accept the authority of the leader or local operator at all times.
* The guest is aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of group members.
* The applicant acknowledges that we may contract with a network of companies, and operators throughout Australia to assist in the running of its retreats.
* To the best of our knowledge, these third parties are suitably qualified to perform the duties they are contracted to perform. However, we will not be held liable for any injury, damage, loss, delay or irregularity that may occur due to the behaviour of these third parties.
* The guest acknowledges that by submitting their booking form they have given due consideration to relevant Government travel advisories concerning the retreat and that it is their responsibility to be acquainted with such information and advice.

**12. LIMITATION OF LIABILITY**

We contract with a network of companies and operators to assist in the running of our retreats. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

* Any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a retreat, or any breach of the booking conditions, is excluded;
* You release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
* Any condition or warranty which would otherwise be implied by law into these booking conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

**13. OPTIONAL ACTIVITIES**

Optional activities are not included in the retreat price. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

**14. CLAIMS & COMPLAINTS**

If you have a complaint about your trip please inform your hosts at the time in order for them to attempt to rectify the matter.

**15. PRIVACY POLICY**

Our Privacy Policy is available for viewing via this link or on the HHC website.

**16. APPLICABLE LAW**
The laws of Victoria, Australia govern these booking conditions to the fullest extent allowable. Any disputes in connection with a trip or these booking conditions must be initiated in the courts of Victoria, Australia.