

Terms and Conditions for *Sol Touch Experiences* retreat

These are the Terms and Conditions that will apply to your booking. Please read them carefully as you will be bound by them. Please note that *Sol Touch Experiences* (hereafter referred to as STE) only offers tours and related activities to Adults 18 plus.

BOOKING RETREATS + THE CONTRACT

By making a booking with *Sol Touch Experiences*, you accept these Terms and Conditions. A booking is accepted and becomes definite once you make a payment and we send you a confirmation email. Even after this initial confirmation, there may be changes to your booking. We reserve the right to increase or decrease trip prices. After booking your retreat with a payment, you will receive a booking confirmation email.

DEPOSITS + CANCELLATIONS

You may book a retreat with a 20 % deposit until around 30 days prior to the retreat start date, after which full payment is required to secure your spot (if any are still available). The remaining balance of your retreat payment is due 30 days before the retreat begins. We notify you of the balance due date after your deposit has been processed. We understand that unexpected events can arise that can affect your plans. We recommend all our retreat guests purchase travel insurance to protect their purchase.

- If you cancel more 45 days before the retreat begins, you may request a full refund, less the cancellation fee (\$250 for international retreats, \$100 for domestic).
- If you cancel 30 days prior to arrival date 25% total fee
- If you cancel 21 days prior to arrival date 50% of total fee
- All retreat payments become non-refundable less than 14 days before the retreat begins.

PRICING & FEES

All retreat prices are quoted and payable in AUD.

Sol Touch Experiences is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

There are NO TRANSFERS.

MEDICAL CONDITIONS + SPECIAL REQUIREMENTS

You must notify us in writing during the process of booking (on your Booking form) of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and/or any medical condition. Failure to notify us may result in your being refused to participate at the retreat. Failure to notify us of any such condition that results in cancellation will have full cancellation fees to the Client.

It is your responsibility to clear major medical issues with your doctor and with a *Sol Touch Experiences* representative prior to booking. We may refuse to carry pregnant women over 24 weeks or clients with certain conditions. *Sol Touch Experiences* is not required to provide any special facilities unless it has agreed to do so in writing. We do our best to meet clients' special requests including dietary restrictions, but such requests do not form part of the booking contract and therefore *Sol Touch Experiences* is not liable for not providing these requests. Medical facilities vary from country to country and we makes no representations and gives no warranties in relation to the standard of such treatment.

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ACCEPTANCE OF BOOKING + FINAL PAYMENTS

Acceptance of Booking

Sol Touch Experiences will confirm acceptance of the Client's booking via email. Please ensure our email (admin@hillsmassage.com.au) is on your contact list so our emails don't go to your junk folder!

Final Payment

the payment of the final balance payment is due 30 days prior to the retreat start date.

Once You've Paid Your Full Retreat Payment

- If the final balance is not received by the due date, then your booking cannot be guaranteed and *Sol Touch Experiences* reserves the right to cancel your booking and forfeit your deposit.

CANCELLATION OF A RETREAT BY SOL TOUCH EXPERIENCES

Sol Touch Experiences reserves the right to cancel any trip for any reason, but will not cancel a tour less than 90 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the *Sol Touch Experience's* control. When a tour is cancelled by STE before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

- Transfer her deposit to another retreat taking place within the next 12 months, or:
Receive a full refund of all monies paid under the contract as soon as possible.
- *Sol Touch Experiences* is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate tour of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, STE will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, STE will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the STE's control, STE will in some circumstances offer compensation. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

AIRFARE

All STE trips do not include national or international airfare. We strongly recommend you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

TRAVEL + HEALTH INSURANCE

Sol Touch Experiences highly recommends you obtain travel medical insurance with a minimum medical coverage of \$100,000. This insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation. It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience that may occur during travel.

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TRAVEL DOCUMENTS

Valid Passport: You must have a valid passport required for entry, departure and travel to retreat destinations outside Australia (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by STE regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client and STE is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

SUPPLIERS + INDEPENDENT CONTRACTORS

Hotels, shuttle services, guiding or other elements of a *Sol Touch Experiences* Retreat are provided by local suppliers who may themselves engage the services of local operators and/or sub-contractors. We at all times endeavour to appoint reputable and competent local suppliers, though we cannot guarantee a certain standard of service quality or performance as these contractors are outside our direct control.

RETREAT ITINERARY CHANGES

Sol Touch Experiences and its partners reserve the right to alter retreat programs and itineraries due to weather. These programmes may be changed or cancelled at any moment due the trip to assure the safety of our clients and staff. We accept no responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, and changes in schedules or other similar causes. *Sol Touch Experiences* and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, war or other similar causes.

In the event a client elects to not participate in any part of the retreat itinerary, the client is not entitled to any refund.

SAFETY + TRIP ENJOYMENT

The decision of the STE Retreat Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the retreat. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and STE will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

HEALTH + FITNESS

If your health or fitness changes between the time of booking and the retreat departure date, you must notify us (admin@hillsmassage.com.au) of these changes before the retreat starts.

PHOTOGRAPHY

In the course of participation in a retreat, photos or video may be taken by participants, your retreat leader or guides. These images may be used in any STE materials, website, Facebook, etc., unless you specifically request that we not use any material in which your image is depicted. Otherwise, you agree to allow us to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

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CLAIMS + COMPLAINTS

If you have a complaint, please first inform the Retreat Leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact us ((admin@hillsmassage.com.au)) while on retreat in order to give us the opportunity to rectify the matter. Failure to indicate dissatisfaction during the retreat will result in your ability to claim compensation from us being extinguished or at least reduced. If satisfaction is still not reached through these means on retreat then any further complaint must be put in writing us within 15 days of the end of the trip.