

# BOOKING TERMS & CONDITIONS

## 1. Our contract

All direct bookings are made with Mindful Tribes Pty Ltd (ACN131968155). 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. Validity

Dates, itineraries and prices are valid from 01 JANUARY until 31 December 2018. Beyond 31 December 2018 dates, itineraries and prices are indicative only.

## 3. Deposit requirement

You are required to pay a non-refundable deposit of \$500 per person per trip for your booking to be confirmed. If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking.

## 4. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your deposit. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

## 5. Your details

In order for us to confirm your travel arrangements you must provide all requested details. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Your booking cannot be confirmed without provision of these details.

## 7. Cancellation by the traveller

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:

- 61 days or more prior to departure, we will retain the deposit;
- Between 31 and 60 days prior to departure, we will retain 75% of the total booking cost.
- 30 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

It is a minimum requirement to take out travel insurance at the time of booking. If you leave a retreat for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a retreat, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees which may be levied by accommodation providers, travel agents or third party tour and transport operator fees.

## 8. Cancellation by us

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, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your retreat, you can transfer amounts paid to an alternate departure date. 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 flights changes, accommodation, visas, vaccinations, travel insurance excess.

## 9. Booking amendments

If you wish to transfer from one retreat to another or transfer your booking to a third party you must notify us at least 60 days prior to the proposed departure date. A fee of \$150 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 60 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur a \$100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

## 10. Inclusions

The land price of your trip includes:

- all accommodation as listed
- all transport listed
- airport transfers
- sightseeing as detailed
- the services of a Mindful Tribes Retreat Leader

- Workshops and classes
- Host as detailed
- Meals and drinks as listed

## 11. Exclusions

The land price of your trip does not include:

- International or internal flights unless specified
- Taxes and excess baggage charges unless specified
- Meals other than those specified in the Retreat Notes
- Visa and passport fees
- Travel insurance
- Optional activities and all personal expenses

## 12. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip may have been charged different prices. Your best option if you like the price you see is to book at that time. Once you have received a quote the price will be locked in provided you pay the required deposit prior to the quote's expiry. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of May 2018. We reserve the right to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for the any amount up to 2% of the retreat price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full. Please note that a levy of up to 2% may be applied to all purchases made by credit card.

## 13. Age & Health requirements

**Minimum General Policy:** For our retreats the minimum age is 18 at the time of travel. Prices are based on twin share and we will partner you up with another traveller of the same gender. In some cases some retreats have single rooms available.

**Maximum General Policy:** For the majority of our trips we have no upper age limit though we remind you that our trips can be demanding and passengers must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest

health requirements and recommendations for your destination. Any passengers 65 or over are required to complete a Fit to Travel Letter from their GP and need to make us aware of any change in medical conditions prior to departure.

## 14. Small groups & combination trips

Our trips are guaranteed to depart once they have one fully paid traveller unless minimum group size specifically states otherwise. Groups size varies between 12-18 guests. If you would like to know how many people are booked on your trip. If we do not reach minimum numbers on the retreat, the retreat may be cancelled. We recommend holding off booking flights until we advise you the retreat is confirmed. If we do not reach minimum numbers by 60 days from the 1st date of the retreat, we may present you an alternative option based on reduced traveller numbers that may be an increase in the retreat price. All confirmed guests on the retreat must be happy to accept this option if the retreat is to go ahead with the new adjusted price.

## 15. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Retreat Notes for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

## 16. Travel insurance

Travel insurance is compulsory for all our travellers and should be taken out at the time of bookings. For Australian based guests travelling to retreats within the same state where they reside, travel insurance is not required. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance or you will not be able to join the trip without it. As of 1 Nov 2018 travel insurance no longer covers for cancellation due to flight disruption due to volcano ash. If in the unlikely event that the airport is closed temporarily we will make a decision as to whether to postpone the retreat. Historically, Garuda Airlines have been able to fly when Jetstar have not, so we strongly suggest all passengers to travel with Garuda.

## 17. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. We do our best to make sure the Retreat Leader advertised as running the retreat, but in some cases the Retreat Leaders may change at short notice due to unforeseen circumstances. Common sense prevails at all times. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## 18. Change of itinerary

While we endeavour to operate all retreats as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary. Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. We reserve the right to change an itinerary or Retreat Leader up to and after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## 19. Authority on tour

Our group trips are run by a Mindful Tribes Retreat Leader and in some cases an additional host/s. The decision of the Retreat Group Leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the retreat immediately, with no right of refund. We may also elect not to carry you on any future retreats booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

## 20. Acceptance of risk

When booking on one of our trips the applicant understands that Mindful Tribes Pty Ltd operates adventure retreats in Australia, Asia & worldwide. In developing countries, the standards of accommodation, transport, safety, hygiene, telecommunication facilities, level of infrastructure development and medical facilities are not equivalent to those familiar to the applicant's usual living arrangements, or would find on a conventional holiday. This type of trip inherently involves a higher level of personal risk, which the applicant agrees to fully assume. 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 applicant 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 participant. Mindful Tribes reserves the right to refuse an applicant entry onto a tour due to medical or fitness grounds. The applicant acknowledges that travel on a Mindful Tribes trip

requires a degree of flexibility, and understands that the trip's route, accommodation and modes of transport are subject to change without prior notice due to local circumstances. Should Mindful Tribes deem it advisable to amend an itinerary for any reason, it may do so by shortening, varying or re-routing any trip. These changes are binding and additional expenses will be charged to the applicant if the reason for any major alteration is outside Mindful Tribes control. While travelling with Mindful Tribes the applicant agrees to accept the authority of the leader or local operator at all times. The applicant is aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of group members. The applicant understands that Mindful Tribes reserves the right to decline, accept, or retain any person as a member of the group at any time. The applicant acknowledges that Mindful Tribes may contract with a network of companies, government agencies and individuals throughout Australia, Asia & worldwide to assist in the running of its retreats. To the best of Mindful Tribes' knowledge, these third parties are suitably qualified to perform the duties they are contracted to perform. However Mindful Tribes will not be held liable for any injury, damage, loss, delay or irregularity that may occur due to the behaviour of these third parties. Mindful Tribes will not accept responsibility or liability for any traveller who contravenes any law or regulation of any country visited. The applicant acknowledges that by submitting their booking form they have given due consideration to relevant Government travel advisories concerning the destination they have chosen and that it is their responsibility to be acquainted with such information and advice.

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

## 21. Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our retreats as agent for these third parties. 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.

## 22. Optional activities

Optional activities not included in the retreat price do not form part of the trip or this contract. 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.

## 23. Claims & complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

## 24. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 25. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royaltyfree worldwide, irrevocable licence to use such images for publicity and promotional purposes. If you do not agree please email us at [hello@mindfultribes.com.au](mailto:hello@mindfultribes.com.au)

## 26. Overseas Bookings

Please also be aware that your quote is priced in Australian dollars and while Mindful Tribes does its utmost to avoid any price increases and plan for currency movements, we reserve the right to re-price the itinerary should the Australian dollar fall significantly in value (more than 7.5%) between now and the time when your balance is due. Alternatively, you may pay your trip price in full at the time of booking to secure this price or ask for your quote in Euros or other local currency instead.

## 26. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a retreat or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

## 27. 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.

### **MINDFUL TRIBES Travel Code**

By paying your deposit and completing your booking forms with us, you signal your agreement to the following MINDFUL TRIBES Code:

- I have chosen a trip that suits my abilities, level of fitness, and state of health.
- I do not have any physical conditions or disabilities that are a hazard to me or other Mindful Tribes travellers.
- I have a valid passport and all necessary visas and vaccinations required for travel.
- I will read the Mindful Tribes pre-trip materials about clothing, medical requirements, and culture-specific etiquette.
- I will respect the laws and customs of countries visited.
- I will follow environmental guidelines and regulations while on the trip in accordance with the Mindful Tribes direction.
- I will respect the rights and privacy of other trip members.
- I understand that travel within a group invariably involves compromise to accommodate diverse desires, travel goals, personalities, and physical abilities of all group members.
- Travel leaders may be required to improvise and exercise good faith, use discretion and/or make decisions based upon group consensus. These decisions may not always please each individual, but are intended to satisfy the larger desires of the group.
- I understand that Mindful Tribes reserves the right to refuse participation during a tour to anyone whose health or behaviour could impede the welfare or enjoyment of fellow guests. An individual may be asked to leave a trip if the leader feels that the person's continuing participation may prove detrimental to the individual or the group.

- I understand that the choice to participate in an activity or excursion that is not included in the Mindful Tribes itinerary is your choice and risk.
- I understand travelling off the beaten track means access to medical facilities and evacuation services may be limited.
- I understand the weather and force majeure is out of Mindful Tribes control.
- I will always wear a helmet when riding bikes.
- I will drink alcohol responsibly and consume no illegal drugs on the retreat. I understand that Mindful Tribes takes no responsibility for your behaviour or consequence.

No employee, servant or agent of Mindful Tribes has authority to vary these conditions. This agreement is governed by the laws of the State of Victoria, Australia. If you complete the online booking form you are agreeing that you have read, agree to and understand these conditions fully.