**Retreat booking conditions – for Initiates Retreat Rafferty’s 2019**

**These Terms & Conditions contain important information**

**Please Read Thoroughly**

It is essential that you carefully read and understand our retreat Terms & Conditions. The Booking Conditions constitute a legally binding contract between The Organisation and you for the services provided by The Organisation, and set out the basis of your legal relationship with The Organisation.
By booking with us and paying the deposit, some of which is non-refundable – see clause 5, you acknowledge that you have read and understood these conditions, including Cancellation Fees (Clause 5), and that you agree to be bound by these Booking Conditions.

In addition to this deposit, acceptance of your booking will be confirmed in writing via email. The itinerary is flexible and subject to change without notice, before and during the Retreat.

If you have any queries regarding these Conditions or do not understand them, please email retreats@shaktidurga.com

**1) PRICES AND VALIDITY**
Prices are per person, and based on costs and exchange rates applicable when the itinerary was set. The Organisation reserves the right to adjust prices whether or not you have already made full payment. We will do everything within our control not to adjust prices 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.

Dates and itineraries are indicative only and subject to change. Airfares (except when otherwise stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides (except when otherwise stated), extra meals, laundry, drinks, medical expenses, optional activities and trips, and any items of a personal nature are not included in your retreat price.
 **2) YOUR RETREAT AND ASSUMPTION OF RISK**
The Organisation 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.

By booking with us you acknowledge that participation in all The Organisation retreats could involve risk. The possibility of experiencing risks is likely to be higher if participation in The Organisation retreat involves visiting remote or unstable regions.

When assessing whether retreats will operate The Organisation uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade, the British Foreign Office and the US Department of State. It is your responsibility to accustom yourself with the travel advice provided by these government bodies, as well as that of your country of residence, before commencing the retreat. By booking with The Organisation you acknowledge your decision to travel on The Organisation retreat is made after due consideration of relevant travel information that may be made available at any time.
 **3) EXCLUSION OF LIABILITY**
Except where stated otherwise, The Organisation acts as agent for service providers when making arrangements for The Organisation retreat. Where The Organisation provides services it will do so with due care and skill. The Organisation is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any representation made by The Organisation, any travel agent or other Representative, which has not been stated expressly in this itinerary.

The Organisation 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 The Organisation retreat (including pre- and post accommodation) are entirely at your own risk and The Organisation cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

To the fullest extent permitted by law The Organisation does not accept liability for any loss, damage, death or injury however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in The Organisation retreat, or in respect of a failure or omission on the part of The Organisation to comply with its obligations under this contract, or in respect of any other conduct that The Organisation undertakes in connection with The Organisation retreat.

To the fullest extent permitted by law, you also agree to release The Organisation and its officers, employees, agents and representatives (“Representatives”) from all costs, liability, loss and damage incurred by you in connection with your participation in The Organisation retreat, and waive any associated claims that you may have against The Organisation or its Representatives as a result of your participation in any Retreat.
 **4) CANCELLATION BY THE ORGANISATION**

The Organisation reserves the right to cancel a retreat and will advise you of such cancellations no later than 30 days before the Retreat commencement date. If due to ‘Force Majeure’ or government travel advice, The Organisation reserves the right to cancel a retreat at any time. With any form of cancellation, The Organisation will offer you alternative arrangements, and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements your non-acceptance will be treated as a cancellation by you and clause 5 will apply. The Organisation will not be liable for any additional costs incurred by you.

Force Majeure
The Organisation will not be liable for any delay in, change to or cancellation of Retreats due to ‘Force Majeure’. ‘Force Majeure’ means a circumstance beyond the reasonable control of The Organisation and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes.

**5) CANCELLATION BY YOU**
If you wish to cancel all or any part of your booking, notification of cancellation must be made to The Organisation in writing. The date of the cancellation is the date on which written notification is received by the Organisation.

If you cancel 15 days or more before the commencement of the Retreat, the Organisation will refund to you any monies paid except a $300 administrative fee and any costs and expenses the Organisation has incurred due to your retreat registration.

If you cancel 14 days or less before the commencement of the Retreat, any monies paid by you will not be refundable.

**6) CHANGES TO YOUR RETREAT**
You acknowledge that travelling with The Organisation 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’, poor road conditions, weather, the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond The Organisation control or which simply cannot be foreseen or because of the intuition of Shakti Durga or Retreat Leader. The Organisation does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond The Organisation’s control. You acknowledge that group sizes may also vary during the duration of the retreat.

The information about The Organisation retreats given in this itinerary and pre-departure information are subject to change. It is your responsibility to review the up-to-date retreats information. These can be obtained from The Organisation, www.shaktidurga.com or emailed to you. The information and conditions in updated announcements are deemed to be part of the contract. Where changes to the retreat occur after you have received your final documentation we will, where practical, advise you of such changes.

**7) AUTHORITY OF THE LEADER**
At all times the decision of The Organisation leader or representative will be final on all matters likely to affect the safety and well-being of the retreat participants . This includes any decision that the Organisation Leader makes about your on-going participation in the retreat or certain activities that comprise part of the retreat. If you fail to comply with a decision made by the Organisation Leader, or interfere with the well-being of the group, then the Organisation Leader reserves the right to terminate this contract and order you to leave the retreat immediately, with no right of refund.

**8) FEEDBACK**
We love hearing your feedback. If you have any feedback or suggestions please let us know at the earliest opportunity to the Retreat Leader, Retreat Manager or the Organisation. If you have any compliments about your retreat experience please record them on the feedback form provided at the end of the Retreat and state whether you are happy for us to use it as a testimonial.

If you have any complaints about the retreat please let the Retreat Leader, Retreat Manager or the Organisation know at the earliest opportunity, who will normally be able to take appropriate action. If at the end of the retreat you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your Retreat.

**9) TRAVEL INSURANCE**
Adequate and valid travel insurance is compulsory for all The Organisation travellers. Your travel insurance 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) and personal liability. The Organisation also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You must carry proof of insurance with you and produce it if reasonably requested by The Organisation employees or suppliers. To cover unforeseen circumstances where you may not be physically able to produce your proof of insurance, you insurance document must be uploaded to your online registration form prior to commencement of The Organisation retreat. The Organisation 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 the retreat, with no right of refund, if you are unable to provide proof of insurance when requested.

**10) PASSPORT AND VISAS**
It is your responsibility that you carry a valid passport and have obtained the appropriate visas when travelling with The Organisation. Please ensure that your passport is valid for 6 months beyond the duration of the retreat.

**11) HEALTH, FITNESS AND AGE LIMITS**
You must advise The Organisation 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 the retreat and the enjoyment of other retreat participants. You may be required to provide an assessment of your medical condition from a qualified medical practitioner if requested by The Organisation or our suppliers. The Organisation reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. The Organisation also reserves the right to cancel 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 participants.

All travellers 70 years and over may additionally need to provide a letter from a certified medical practitioner that confirms their suitability for the retreat. The Organisation reserves the right, at its discretion, to cancel your booking and refund the money paid by you, less any costs incurred on your behalf.

Generally, we do not allow travellers under the age of 18 years on The Organisation retreats. However, we will occasionally make exceptions for under-18s travelling with their legal guardian. The decision for any person under 18 years of age (‘Child’) to attend the Organisation retreat is at the absolute discretion of The Organisation. In the event of a Child participating in the Retreat, the legal guardian of the Child is responsible for the health and wellbeing of the Child and any action of the Child and must fully supervise the Child, or the Child will be asked to leave.

**12) ILLNESS**

If you are diagnosed with or have a strong suspicion of having a highly contagious illness during the retreat, for the wellbeing of the whole group on the retreat, you will need to follow medical recommendations for disease containment, which may include being quarantined. If you are quarantined you must be quarantined until you are no longer contagious. If you are sharing a room or apartment you will be required to pay for a separate room or apartment for you or your room mate/s to move into.

If you are quarantined you will not be able to attend the retreat program and will be required to wear a mask that covers your nose and mouth when staff or retreat participants come into your room or apartment. You will not be able to attend the retreat program but where ever possible we will try to arrange for you to attend online.

You will not be able to attend meals with the group but a staff member will arrange for food to be delivered to your room.

**13) PROPERTY DAMAGE**

In the event you damage any property of the Venue, Organisation, retreat participant or any third parties during the Retreat, you will be 100% liable for all and any damage and the cost of any repair or replacement.

**14) PUBLICITY**
You agree that The Organisation may use images of you taken during the Retreat without recourse to you and without compensation to you, for publicity and promotion purposes only, through whatever medium it chooses.

**15) PRIVACY**

In order to be able to supply a service to you The Organisation will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose.

You must agree to these Terms & Conditions before you pay your deposit.