



## PILATES HAUS

### Press Pause | Rest + Restore

#### RETREAT T&Cs

We are thrilled you are coming to the retreat held by Pilates Haus PTY LTD ABN 52851799379 (**we, our** or **us**). This document sets out the specifics of the retreat (**Retreat**) and incorporates the attached terms and conditions (**Terms**). By proceeding with your booking, you agree to be bound by the Terms.

#### RETREAT DETAILS

Term	Meaning
<b>Retreat Name</b>	Pilates Haus Press Pause   Rest + Restore Retreat
<b>Location</b>	Spring Field Retreat Avoca 2577
<b>Retreat Date</b>	4 <sup>th</sup> to 7 <sup>th</sup> May 2023
<b>Purchasing Process</b>	Rooms may be purchased via emailing hello@pilateshaus.com.au and will be open to Members and non-members  Retreat may be purchased via direct debit leaving a non-refundable deposit of \$300, entire amount up front or arrange a payment plan.  Payment plans must commence within 7 days of paying your deposit.  We reserve the right to decline your application to attend the Retreat at our absolute discretion if you are not considered an appropriate attendee.
<b>Price</b>	Ticket prices for the Retreat are as follows: <ul style="list-style-type: none"><li>• From \$1750 twin share to \$2150 king suites</li></ul> The Price is subject to adjustment in accordance with the Terms.
<b>Payment Terms</b>	Upfront payment will receive a (\$50 discount) Amount Payment Plan (decided between both parties) Must be paid in full 30 days prior to the Retreat

Once you've reserved your booking and paid your \$300 non-refundable deposit, we'll contact you to organize a payment plan

If you have not organized a payment plan within 7 days, you will lose your deposit and we will offer the room to someone else.

### **BOOKING CONFIRMATION + INSURANCE**

- It is highly recommended that guests obtain **full travel insurance** covering all medical expenses, retreat activities and a trip cancellation policy in the unlikely event that the retreat is cancelled, or in case of a personal emergency that will prevent you from attending. Pilates Haus is unable to cover costs, give refunds or credits due to medical emergencies, cancellation of flights, or the inability to attend due to illness or personal emergency.

### **PAYMENT POLICY**

- Payment must be received in full and made at least 30 days prior to the retreat commencement.
- If the retreat commencement date is less than 30 days away and the retreat still has vacancies - full payment is required to secure the booking.
- If payment of the balance (of payment plan milestones) is not received by the agreed due date Pilates Haus PTY LTD reserves the right to cancel the reservation and retain the deposit.
- The guest is responsible to pay for all extra services not included in the selected retreat package. This includes travel to venue, travel insurance, massage treatments etc.

### **CANCELLATION POLICY**

**It is the responsibility of the guest to read and understand our cancellation policy before making a reservation.**

In the event of cancellation by the guest, regardless of the circumstances, the following refund terms apply.

- The \$300 deposit per person is non-refundable. Please ensure you have time off approved etc. before booking.
- Cancellation more than 90 days before retreat start date 4<sup>th</sup> May 2023 100% refund (less \$300 deposit) if your place can be filled.

	<ul style="list-style-type: none"> <li>• Cancellation between 30 – 90 days before retreat start date, 50% refund (less \$300 deposit) if your place can be filled.</li> <li>• Cancellation 30 days or less before retreat start date, 0% refund (in this case you can sell or transfer your place to someone).</li> <li>• We do not offer credit for a guest arriving late or leaving early. This includes unforeseen issues such as family-related illness, or COVID diagnosis.</li> </ul>
<p><b>Inclusions</b></p>	<p>The Price includes:</p> <ul style="list-style-type: none"> <li>• 3 nights' Accommodation</li> <li>• All Meals and snacks including wine tasting one night</li> <li>• Tea and Organic coffee</li> <li>• Sound Journey workshop with Sofia</li> <li>• Workshops</li> <li>• Daily Pilates Mat work</li> <li>• Daily Yoga</li> <li>• 1:1 Private Reformer session x 1</li> <li>• Use of pool and property</li> <li>• Fitzroy falls excursion</li> <li>• Welcome gift</li> <li>• Relaxation and FUN!</li> </ul> <p><b>Exclusions:</b></p> <ol style="list-style-type: none"> <li>1. Travel is not included. You are required to make your own arrangements to travel to the Retreat and for accommodation during the Retreat. Approx. 1 hour from Wollongong</li> <li>2. Massage can be booked and paid for separate for a cost of \$80</li> </ol>
<p><b>Cancellation Notice Period</b></p>	<p>90 days – see terms above</p>
<p><b>Governing Law</b></p>	<p>NSW</p>

## TERMS & CONDITIONS (TERMS)

These Terms govern your purchase of tickets for, and attendance at, the Retreat. It is your responsibility to review these Terms prior to the purchase of any tickets. By purchasing tickets, you agree to be bound by these Terms. We reserve the right to amend these Terms at any time and will provide the most recent version on our website [www.pilateshaus.com.au](http://www.pilateshaus.com.au)

### Ticket Purchase

You may purchase a ticket in accordance with the Ticket Purchasing Process and for the Price. In purchasing a ticket, you agree that:

- a) your booking at the Retreat is confirmed once you have received an email notification and receipt from us;
- b) entry to the Retreat will be permitted on presentation of your ticket or booking confirmation;
- c) the Price covers all of the Inclusions, any further requirements not set out under the Inclusions may be at an additional cost;
- d) you must pay the Price (including GST) for your ticket booking and any credit card surcharge or administration fees as specified on our Website and in accordance with the Payment Terms;
- e) ticket prices may be subject to change and we will use best endeavours to inform you of any changes;
- f) if you pay the Price under any agreed instalment plan we offer, all payments in the instalment plan must be made on time. If any scheduled payment is over 5 business days late 4<sup>th</sup> April - you will forfeit your place at the Retreat and any proportion of the Price, you have paid prior to the Due Date.

### Refunds, Credits and Transfers

If you cancel your tickets within the Cancellation Notice Period, we will give you a full refund of your ticket price minus transaction fees.

Subject to the COVID-19 Exception below, no exchange, credit or refund will be given for any cancellations that are not made within the Cancellation Notice Period. No refund or credit will be provided if you did not enjoy the Retreat, arrive late, or are unable to attend the Retreat. Tickets are transferrable.

**COVID-19 Exception:** If you have contracted the COVID-19 virus and are unable to attend the Retreat as a result, we are unable to issue a refund if it is after the cancellation period. We recommend obtaining travel insurance should anything unexpected arise.

We reserve the right to require you to provide evidence of your positive COVID-19 diagnosis

### Retreat Cancellation, Rescheduling or Postponement

If the Retreat is cancelled, rescheduled or postponed then this clause will apply.

If the Retreat is postponed, your ticket will be automatically transferred to the new date for the postponed Retreat.

If the Retreat is cancelled due to a Force Majeure Event, including the Covid-19 Pandemic, you will automatically be transferred to the new date for the postponed Retreat.

If the Retreat is cancelled for any reason other than a Force Majeure Event, you may notify us in writing no later than 14 days after the original scheduled Retreat Date to obtain a refund of the ticket price. If you fail to request a refund, you will receive credit for the ticket price 14 days after the scheduled date of the Retreat to put towards another one of our Retreats, and no further refunds will be issued.

We will use reasonable endeavours to notify you of any cancellations, rescheduling or postponements of the Retreat through email, however it is your responsibility to ascertain whether a Retreat has been cancelled, rescheduled or postponed. We do not guarantee that you will be notified of the cancellation, variation, rescheduling or postponement before the date of the Retreat. Any refund or credit issued to you under this clause will be your sole remedy for a postponement or cancellation of the Retreat and we will have no further liability to you in respect of any cancellation, rescheduling or postponement of a Retreat for any reason. If you require travel insurance or other insurance, you are responsible for obtaining this, noting that the Retreat ticket does not cover any such insurance.

For the purposes of this clause, a **Force Majeure Event** includes any act of god, terrorism, war, civil unrest, strike or labour dispute, lack of transportation, breakdown, labour or material shortage, blockade or embargo, supplier failure, epidemic or pandemic (including the COVID-19 pandemic), government restriction or recommendation, extreme weather, earthquake, drought, fire, flood, explosion, natural disaster and/ or any other Retreat, cause or circumstance beyond our control.

### Variation of Retreat

We reserve the right to vary the Retreat if required due to circumstances beyond our control (including in relation to events caused by weather or by the COVID-19 pandemic). Variations are made at our sole discretion and may include:

- a) moving the Retreat so that it will take place on an online platform (such as Zoom) instead of in-person;

- b) amending the schedule or format of the Retreat or cancelling certain events;
- c) replacing planned speakers if a speaker is unable to attend for any reason; and
- d) any other variations that we feel is necessary to allow the Retreat to still occur on the Retreat Date in a safe way and as planned.

If the Retreat is varied in accordance with this clause, no refund or credit will be provided under these circumstances. We will use reasonable commercial endeavours to notify you as soon as reasonably possible of the variation details and specifications if this is to occur.

### Your Obligations

In signing this Agreement, you agree:

- a) to behave in an appropriate manner and act decently and with respect to all other participants at the Retreat;
- b) no pets or firearms are permitted at the Retreat; and
- c) you will comply with our reasonable directions and advice for all matters relating to the Retreat.

We reserve the right to refuse entry or require you to leave the Retreat if your behaviour is deemed unacceptable at our absolute discretion.

### Photography and Recording

We may take photographs (**Photographs**) and recordings (**Recordings**) at the Retreat. You agree that:

- a) accepting these Terms means you consent to being filmed or photographed by us (or our representatives) and for us to use your name, likeness, image and/ or voice in such photographs or films for the purposes of promoting our Retreats, services and products;
- b) no remuneration is payable to you for our use of such Photographs and Recordings;
- c) you release us from any infringement or violation of personal and or property rights of any sort based on our use of such Photographs or Recordings; and
- d) we are not obligated to use any Photographs or Recordings.

**If you do not wish to be photographed or recorded at the Retreat, you must advise us prior to the start of the Retreat.** However, note that we cannot and do not guarantee that you will not appear in the background of a Photograph or Recording.

### Medical Issues

You warrant that you do not have any pre-existing medical conditions or disabilities (**Medical Issues**) that will affect your ability to attend and participate at the Retreat. If you have any Medical Issues, you

should consult with a health professional as to whether the Retreat is appropriate for you prior to your booking. You are solely responsible for ensuring that you are medically capable of attending the Retreat and we are not liable for any injury, death, damage or loss caused or due to any Medical Issues that you experience at the Retreat.

### Disclaimer

You agree to attend our Retreats on the following basis:

- a) we do not guarantee any specific outcome or result with respect your attendance and participation at the Retreat; and
- b) you are solely responsible for any food or drink you consume at the Retreat and we are not liable for any injury, death, damage or loss in this regard.

### Limitation of Liability

To the maximum extent permitted by law, we are not responsible for any loss, damage, expense or liability suffered by you or any other third party and caused or alleged to be caused directly or indirectly as a result of attending the Retreat.

Subject to the below, any condition or warranty which would otherwise be implied in these Terms are excluded. Our liability for breach of a guarantee conferred by the Australian Consumer Law is limited, in the case of services, to any one of the following as determined by us:

- a) the supplying of the services again; or
- b) the payment of the cost of having the services supplied again.

If there is a problem with the Retreat or our services caused by a breach of these Terms by us (**Omission**), and you have notified us within 24 hours, then to the maximum extent permitted by law our liability arising from, or in connection with, the Omission will be limited to the face value of the ticket purchased by you.

### Entire Agreement

These Terms contain the entire understanding and agreement between us in respect of its subject matter.

### Severance

If any provision of these Terms are held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Terms.

### Jurisdiction

These Terms are governed by the laws of the State or Territory or Country set out in the Governing Law in the table headed "Retreat Details".