

# TERMS AND CONDITIONS FOR: Pause & Flourish Retreat Port Douglas 19<sup>th</sup>-22<sup>nd</sup> October 2024 Eve Drew & Dr Jodie Fleming, Being Well Collective Pty Ltd

In Hindu, Niramaya means health. In the sleepy fishing village of Port Douglas, Niramaya represents a rejuvenation of the body through returning oneself to nature. Our carefully selected luxury 5-star accommodation lays nestled in lush tropical surrounds.

Architecturally designed for all your senses, you will feel Niramaya's subtle energy and swim in its natural beauty. The fragrance of frangipani floats on the light breeze - through soaring pavilions, into private courtyards and over the lily pad dotted lakes.

Whether you're swimming in your private pool, the larger infinity pool, disappearing in the pages of a book or indulging in a soothing massage or facial, Niramaya is luxurious and intensely private.

A short stroll takes you to the coconut fringed sands of Four Mile Beach and leads all the way to the chic village of Port Douglas where the regions famous cuisine, culture and character awaits.

# YOUR PACKAGE INCLUDES:

- Your home away from home @ Niramaya Villas & Spa
- Scrumptious breakfasts at Niramaya daily and dinner each night at local restaurants including drinks
- A suite of curated positive psychology workshops
- Many heavenly meditation & relaxation sessions
- The most divine 1-hour massage
- Lots of free time to explore Port Douglas
- 3 day shuttle bus pass
- Wifi @ Niramaya
- Some other little surprises well, we can't give away everything!!



## ITEMS NOT INCLUDED IN YOUR PACKAGE :

- Your airfares & related costs
- Return Cairns airport transfers to and from Niramaya
- Travel Insurance, which is very important

departure. We cannot make exceptions to this policy.

- Lunches on the days where you're free to roam & explore
- Your personal extras such as laundry & souvenirs
- Any adventures you choose not mentioned in the inclusions
- Any extra nights at Niramaya

#### Payment

A non-refundable deposit of \$500.00 AUD with your trip registration forms is needed to hold your spot. All payments are via our website using Stripe (Visa or MasterCard), or direct deposit payments can be arranged "BEING WELL COLLECTIVE PTY LTD". Visit stripe.com for full Terms and Conditions. All payments must be received a minimum of one week before the date of trip

#### Cancellation and Refunds

Any cancellation will result in a total loss of the \$500(AUD) deposit. Any cancellation received in writing from 60-89 days will result in a loss of 50% of the trip price. Any cancellation between 59 days and the trip departure will result in a total loss of funds. We reserve the right to cancel the trip if it is not meeting the trip minimum (if we do so your deposit is refunded). Trip cancellation insurance is strongly recommended if there is a possibility that you might have to cancel your trip. All cancellations must be made to BEING WELL COLLECTIVE PTY LTD in writing and any refund requests must be made in writing to BEING WELL COLLECTIVE PTY LTD within 30 days of the retreat departure date. Please send written requests to: hello@beingwellcollective.com.au.

Being Well Collective Pty Ltd reserves the right to cancel any trip prior to departure for any reason whatsoever, including an insufficient number of participants or logistical problems (e.g. acts of God, war, strikes, etc.), which may impede trip operations. The refund of all payments as described in the paragraph below shall release Being Well Collective from any further liability. A trip cancellation due to insufficient numbers would normally occur at least a month prior to departure, unless acts of God, war, strikes or other events impede our departure causing large numbers of participants opt to cancel participation on the journey in the last days before departure.



Being Well Collective Pty Ltd must make substantial payments to suppliers (including providers of land travel) far in advance of the scheduled date on which we embark. If a trip is cancelled due to forces beyond our control (acts of God, war, labor strikes, earthquake, flooding, etc.), Being Well Collective Pty Ltd will promptly refund the portion of the trip cost not advanced to suppliers. Being Well Collective Pty Ltd will use its best efforts to recover advance payments as promptly as possible, and will refund to you the amount recovered, if any. However, Being Well Collective Pty Ltd does not guarantee recovery of any or all of the advance payments made, and our use of best efforts to recover these payments will not include the institution of any legal proceeding in foreign lands. This policy applies to a trip cancellation by client choice following any necessary increase in trip costs.

#### Your Details

In order for us to confirm your travel arrangement you must provide all requested details on your personal details form which will be attached to your welcome email. 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 travel arrangements. These details are necessary to confirm your booking.

## Being Well Collective Retreats Travel Code

By paying your deposit and completing your booking forms with us, you signal your agreement to the following Being Well Collective Retreats 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 Retreat guests

• I have a valid passport and will ensure I arrange all necessary visas and vaccinations required for travel.

• I will read the Retreat 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 retreat leaders' 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.

• Retreat 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 Eve Drew & Dr Jodie Fleming reserve the right to refuse participation during a retreat 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 Be Well Retreat 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 Be Well Retreat's control.

• I will always wear a helmet when riding pushbikes and understand that there is a strict no moped / no motorbike policy on our retreats.

• I will drink alcohol responsibly and consume no illegal drugs on the retreat. I understand that Eve Drew & Dr Jodie Fleming take no responsibility for your behaviour or consequence.

No employee, servant or agent of Eve Drew or Dr Jodie Fleming 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.

# Thank you for joining us on this journey and for your cooperation & understanding!