

1) DEFINITIONS AND INTERPRETATION

In these terms and conditions, unless the context otherwise requires:

- a) **Agreement** means the agreement between BBDR and You which includes:
 - i) the Booking Form (Sections A to D); and
 - ii) the Terms and Conditions (Section E); and
 - iii) any applicable Special Conditions.
- b) **BBDR** or **we** means Detox Retreats Pty Ltd trading as Byron Bay Detox Retreats (ABN 51 134 950 039) and includes its officers and related body corporate (as defined by the Corporations Act 2001 (Cth));
- c) **Booking Fee** means the price for the Retreat or Treatment (as applicable) as specified in the invoice;
- d) **Cancellation** means You cancel or do not attend the Retreat specified in the invoice and includes (but is not limited to) postponing or re-scheduling;
- e) **Personnel** means BBDR's current and former officers, employees, contractors, sub-contractors/consultants, and agents including qualified therapists and naturopaths;
- f) **Retreat** means one or more nights' accommodation at the Byron Bay Detox Retreat; and
- g) **Treatment** means a scheduled health or wellbeing therapy or consultation either included as part of the Retreat booking or made by You as a separate booking during your stay at the Retreat
- h) **You** means the person making the booking as named in the Booking Form.

2) BOOKINGS

- a) All Retreat or Treatment bookings made with BBDR are made subject to the terms of this Agreement and You will be deemed to have accepted this Agreement once any payment is made in relation to the booking.
- b) BBDR reserve the right to change and/or modify any term of this Agreement at any time without notice and such changes will become effective immediately. Please check these terms and conditions periodically for changes.
- c) Bookings are subject to the availability and applicable pricing at the time of the booking and some Special Conditions may apply.
- d) All prices are quoted in AU\$ (Australian dollars) and include Goods and Services Tax (GST) unless otherwise specified.
- e) Any quote given is an estimate only of price and therefore subject to change at any time. The price will only be confirmed once an invoice is issued by us.

3) PAYMENT

- a) To confirm a booking a non-refundable payment of 50% of the Booking Fee must be made no later than:
 - i) **24 hours** after the invoice is sent to Your nominated email address; or

- ii) If the scheduled date of arrival at the Retreat specified in the invoice is more than fourteen (14) days after the date of the invoice, **72 hours** after the invoice is sent to Your nominated email address.

For the avoidance of doubt and to the extent permitted by law any amount paid by You to BBDR for your booking is non-refundable unless stated otherwise in this Agreement.

- b) Full payment of the Booking Fee must be completed no later than **twenty one (21) days** prior to the scheduled date of arrival at the Retreat. If the scheduled date of arrival at the Retreat specified in the invoice is within twenty one (21) days then full payment of the Booking Fee is required to be made at the time You make your payment to confirm your booking.
- c) In addition to the Booking Fee, You agree to pay all:
 - i) credit card surcharges;
 - ii) charges for any additional Treatments not included as part of the Retreat booking;
 - iii) charges for any other incidentals or services not included as part of the Retreat booking; or
 - iv) if applicable, any re-booking or cancellation fee.
- d) Payments may be made by direct deposit, Visa and or Mastercard.
- e) You irrevocably authorise BBDR to debit your credit card for all additional services and fees upon your checkout from the Retreat.
- f) If any payment is not received by the due date, BBDR reserves the right to cancel the booking. The Booking Fee is not refundable and any part of the Booking Fee paid by You may be retained by BBDR subject to the terms of this Agreement and the law.

4) CANCELLATION POLICY

- a) BBDR does not offer refunds for Cancellations. However, the part of the Booking Fee paid by You can be applied to another Retreat within 12 months of the Retreat specified in the invoice. The following additional fees apply to Cancellations made at short notice:
 - i) If we are notified of your Cancellation 90 days or more before your Retreat check-in date, there are no additional re-booking fees. 100% of your payment may be applied to another Retreat booking within 12 months of the Retreat specified in the invoice.
 - ii) If we are notified of your Cancellation 60 – 89 days before your Retreat check-in date, a re-booking fee of 15% of the Booking Fee applies. 85% of your Booking Fee may be applied to another Retreat booking within 12 months of the Retreat specified in the invoice.
 - iii) If we are notified of your Cancellation 21 – 59 days before your Retreat check-in date, a re-booking fee of 25% of the Booking Fee applies. 75% of your Booking Fee may be

applied to another Retreat booking within 12 months of the Retreat specified in the invoice.

- iv) If we are notified of your Cancellation 8 - 20 days before your Retreat check-in date, a re-booking fee of 40% of the Booking Fee applies. 60% of your Booking Fee may be applied to another Retreat booking within 12 months of the Retreat specified in the invoice.
- v) If we are notified of your Cancellation within 7 days before your Retreat check-in date, a cancellation fee of 100% of the Booking Fee applies.
- b) If You cancel any Treatment booking within 24 hours of your scheduled Treatment a 100% cancellation fee will apply and You will be required to pay to BBDR the full service amount, or if a prepaid part of a package, the session will be forfeited.
- c) You acknowledge and agree that the re-booking fees and cancellation fees in this section are a reasonable estimate of BBDR's costs, expenses and losses in relation to making your booking, preparing for your accommodation and provisions at the Retreat and reserving services for your use.
- d) BBDR may, at its absolute discretion, cancel any booking.
 - i) If BBDR elects to cancel your booking You will be offered the choice of :
 - (1) a booking credit; or
 - (2) a full refund of all monies which You have already paid.
 - ii) If You are issued with a booking credit to be applied to another Retreat such credit will be valid for twelve months from the day the booking is cancelled.
 - iii) You acknowledge and agree that BBDR is not responsible for any of your expenses incurred of any nature in connection with any cancelled Retreat including but not limited to airline tickets, loss of work, and/or other costs associated with preparing for your trip.

5) LATE ARRIVALS AND EARLY DEPARTURES

If You arrive late or depart early from your Retreat You will not be entitled to any refunds or booking credits.

6) RETREAT RULES

The Retreat Rules form part of this Agreement and apply to your stay at the Retreat. If You violate the Retreat Rules or any of the terms of this Agreement, BBDR reserve the right to require that You immediately leave the Retreat and any payment which You have made to date will not be refunded. A comprehensive list of Retreat Rules is available upon request and when You check-in to the Retreat.

7) LOSS AND DAMAGE

- a) BBDR is not responsible for any of your items which are lost, stolen or damaged during your stay at the Retreat or during any Treatment.
- b) You will be held liable for any loss or damage caused by You to the accommodation and contents during your stay at the Retreat. In such an event, BBDR reserve the right to charge You an additional fee by charging the credit card You provided at the time of making your booking.

8) RELEASE AND INDEMNITY

To the extent permitted by the law, You agree to release, indemnify and hold harmless, BBDR and its Personnel against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from:

- i) your booking or your stay at the Retreat; or
- ii) your use of or participation in a Treatment.

9) LIABILITY

- a) To the extent permitted by law the aggregate of BBDR's liability to You, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, is limited to an amount not exceeding the amount paid by You for your Retreat booking or Treatment (as applicable).
- b) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on BBDR are excluded by this Agreement.
- c) Nothing contained in this Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Consumer and Competition Act 2010 (Cth) or any other national, State or Territory legislation including any replacement legislation (the Acts) where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon You pursuant to any of the Acts, BBDR's sole liability for breach of any such condition, warranty or other obligation is limited to:
 - i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - ii) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- d) BBDR does not accept any liability whatsoever for any injury damage, loss, delay, additional

expenses or inconvenience caused directly or indirectly by any events which are beyond our control including, but not limited to, war, civil disturbance, terrorism, fire, floods, acts of God, acts of Government or of any other authorities, accident to or failure of machinery or equipment, maintenance requirements or industrial action or changes in itinerary or schedule.

- e) BBDR recommends that You obtain comprehensive travel insurance in relation to your Retreat and any associated arrangements.

10) HEALTH AND WELLBEING

- a) You must disclose all significant health issues or medical conditions to BBDR by completing the Personal Health History. Your Personal Health History must be submitted to BBDR no later than seven (7) days prior to attending the Retreat.
- b) You warrant to BBDR that the information provided in the Personal Health History is true and accurate.
- c) Upon receipt of your completed Personal Health History, BBDR may require a doctor's certificate to confirm that Your attendance at the Retreat and participant in the Treatments is suitable.
- d) You acknowledge and agree that BBDR may refuse entry or require you to leave a Retreat or Treatment (and any payment which You have made to date will not be refunded) if:
 - i) you have not completed the Personal Health History; or
 - ii) you make or are suspected by BBDR (on reasonable grounds) to have made any material omission or misrepresentation in your Personal Health History.
- e) You acknowledge and agree that BBDR and its Personnel give advice and information relating to general health and wellbeing. The information provided **is not medical advice**, and should not be treated as such, nor should it be relied upon as a substitute for advice from your doctor or other medical professional.
- f) BBDR and its Personnel are qualified to provide You with naturopathic advice and treatments only.
- g) BBDR is not a medical practice and is not equipped or qualified to handle serious medical conditions. BBDR does have a doctor on call for emergency assistance only.
- h) **BBDR Retreats are not suitable for drug or alcohol withdrawal or treatment.**
- i) BBDR does not have the facilities or experience to provide high-need or special care for clients with physical, physiological or emotional needs. If You are in need of mobility assistance or have other special needs, BBDR require You to notify us of your needs at the time of booking and to make arrangements to attend the Retreat with a suitable carer or support worker.

- j) The sale, storage or consumption of alcohol, non-prescription drugs, non-organic food, coffee/tea and sweets is strictly prohibited at the Retreat.

11) PERSONAL INFORMATION

BBDR respects your privacy and is committed to protecting your personal information. Our Privacy Policy sets out how BBDR will manage your personal information.

12) GENERAL

- a) This Agreement is governed by and must be construed in accordance with the laws of the State of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales, Australia.
- b) If the whole or any part of any clause of this Agreement is illegal or unenforceable, that part or whole of that clause will be severed and will not affect the continued operation of the remaining provisions.
- c) This Agreement replaces all prior agreements between BBDR and You (whether written or verbal) and all prior statements or promises made by our Personnel. The parties agree that this Agreement embodies their entire understanding and agreement.
- d) No variation, alteration or addition to this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
- e) This clause 12 and clauses 3, 4, 7, 8 and 9 survive termination of this Agreement.