

Retreat	Opening to Freedom
Retreat Destination	Provence
Retreat Commencement Date	07/05/2023
Retreat Duration	07-17/05/2023
Retreat Accommodation	Twin-share private apartment, group limited to six people
Breakfast, home-cooked dinner, all transport during retreat, museum entry	Provided
Retreat Classes	Provided as per website
Transport to Retreat	Not provided
Airport Transfers	Not provided
Retreat Cost	\$7000 Full, \$6000 Early-bird (deposit by end November)
Non-Refundable booking fee / deposit (clause 2.1)	\$1000
Balance Deposit (clause 2.2)	\$2000 by 07/02/23
Final Payment Amount (clause 2.3)	\$4000/\$3000 by 07/03/23
Retreat Participant Name	

Retreat Participant Email	
Retreat Participant Mobile	
Additional Details / Notes	

Leila Davis is a Family Doctor and Gestalt Therapist with extensive experience in mental healthcare and personal growth. Leila's Passion is to work together with you so you can live with choice and freedom.

Leila Davis runs exclusive retreats for those who wish to create more joy, love and intimacy in life. During these retreats, Leila brings her professional and life skills to help retreat participants increase their self-knowledge And self-confidence, deepen relationships, develop self-acceptance and the ability to support choice in daily life.

This Retreat Participation Terms and Conditions (the "Agreement") Provides for the conditions of participation in the Retreat offered by Leila Davis and is a legally binding document between you (the "Participant") and Leila Davis ABN 87 377 810 773 (the "Retreat Organiser") upon the payment of the Deposit by you.

Please read this Agreement carefully and address any questions you may to contact@leiladavis.com.au.

TERMS AND CONDITIONS

1. Retreat

- 1.1.** The Retreat details are set out in Schedule A. Schedule A forms part of this Agreement and is incorporated into it by reference.

2. Retreat Fee – Payment Terms

Deposit

- 2.1.** A non-refundable booking fee, as set out in Schedule A, is required by way of Deposit at the time of booking to secure your place at the Retreat.

Balance of payment

- 2.2.** A further payment is required by way of the balance Deposit as set out in Schedule A.
- 2.3.** A final payment is required as set out in Schedule A.
- 2.4.** All payments are by bank transfer to the nominated account details provided on your invoice.
- 2.5.** All fees stated are in Australian Dollars and exclude GST.

3. Retreat Fees – Cancellation and refunds

Significant levels of planning, preparation and collaboration have occurred in planning the Retreats. Therefore, there is a strict refund policy.

- 3.1.** Refunds will not be available in the following circumstances:
 - 3.1.1.** If you change your mind within 60 days of the retreat;

3.1.2. If you fail to provide medical evidence as requested below;

3.1.3. If you fail to provide evidence of comprehensive travel insurance 60 days prior to your commencement of the Retreat.

3.2. The following fees will apply to approved refunds in addition to the non-refundable booking deposit amount of each retreat.

90 days prior to the Retreat event

3.2.1. You may cancel your booking up to 60 days prior to departure.

60 – 89 days prior to the Retreat event

3.2.2. You may cancel your booking up to 60 days prior to departure.

3.2.3. A cancellation fee 50% of the Retreat Fee plus the non-refundable deposit will be deducted from the refund amount.

30 days prior to the start date of the retreat

3.2.4. Refunds will not be given for cancellations under 60 days prior to departure.

3.2.5. The balance will be refunded to the bank account the payment was originally received from.

Refund processing

3.2.6. All cancellations and requests for refunds must be in writing by email to contact@leiladavis.com.au.

3.2.7. Cancellations in the event of illness will require a medical certificate from a medical professional. Please include a copy of any medical certificate with any cancellation request.

Cancellation by Leila Davis

3.2.8. In the event of cancellation of the Retreat is by the Retreat Organiser for reasons other than Force Majeure (uncontrollable circumstances as described in Clause 4 below):

3.2.8.1. you will be offered an alternative date for a future retreat; or

3.2.8.2. you will be provided will a full refund.

Minimum numbers requirement

3.2.9. Where the minimum number of participants required for the viability of the Retreat is not reached, the Retreat Organiser reserves the right to cancel the Retreat.

3.2.10. Refund conditions in Clause 3.2.8 will apply.

4. Force Majeure events (events outside our control)

4.1. A Force Majeure event is an event outside our control that delays or hinders the Retreat Organisers ability to perform its obligations under this Agreement.

- 4.2. A Force Majeure event includes but is not limited to fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labour disputes or disturbances, industry-wide material or services shortages outside our reasonable control, an outbreak of pandemic disease, governmental regulations, communication, technology or utility failures.
- 4.3. The Retreat Organiser shall not be deemed in breach of this Agreement for the delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from Force Majeure events.
- 4.4. Upon the occurrence of any Force Majeure Event, the Retreat Organiser shall give notice to Participants of its inability to perform or of delay in delivering and completing the Retreat and shall propose revisions to the Retreat schedule for completion of the Services or termination services and this Agreement where it is determined that performance is not possible because of the duration of effect of the Force Majeure event.

5. **Third-party service providers**

- 5.1. You acknowledge that the Retreat Organiser contracts with a range of third parties and individuals to assist in the running of the Retreat.
- 5.2. To the best of the Retreat Organiser's knowledge, these third parties are qualified to perform the duties they are contracted to perform.
- 5.3. The Retreat Organiser will not be held liable for injury, damage, loss, delay or irregularity or anything that may occur due to the behaviour of these third parties.
- 5.4. Any advice or information given is given in good faith, but the Retreat Organiser will not be held liable for any outcome resulting from such advice.

6. **Medical treatment – consent**

- 6.1. As a Retreat Participant, you consent to:
 - 6.1.1. receive medical assistance / treatment which may be deemed advisable in the event of injury, accident, and/or illness during the retreat;
 - 6.1.2. waive any right to bring an action for loss or damage against the Retreat Organiser where assistance / treatment (provided or attempted) has accidentally worsened your condition.

Vaccinations and Medical Clearance for Travel

- 6.2. As a Retreat Participant, you understand agree that:
 - 6.2.1. you are responsible for obtaining clearance from a qualified medical practitioner to travel and participate in the Retreat;
 - 6.2.2. you are responsible for ensuring that you have obtained any vaccinations and medical requirements for travel to the retreat destination including any stopovers to and from this destination.

7. **Travel insurance**

- 7.1. It is a condition of registration and participation that you as a Retreat Participant obtain comprehensive travel insurance that covers your travel, belongs and health events.

7.2. You will be required to provide evidence of a valid comprehensive travel insurance policy to the Retreat Organiser latest 2 months prior to the Retreat Commencement date.

8. **Consent to use of video and photography image**

8.1. You understand you may be photographed or filmed during your participation in any retreat by Leila Davis.

8.2. You agree to allow your photograph(s), video, or film likeness, in original, altered or enhanced state to be used for any legitimate purpose by Leila Davis.

8.3. Legitimate purpose includes, but is not limited to, marketing purposes such as website, promotional material for public display and distribution, media release, social media (including but not limited to Facebook, Twitter and Instagram).

9. **Personal conduct**

9.1. As a Retreat Participant, you agree to the following:

9.1.1. To conduct yourself with personal responsibility and at the Retreat;

9.1.2. Should you engage in inappropriate, illegal or disruptive behaviour (including but not limited to bullying, harassment, discrimination, unlawful, disrespectful or violent or intimidating behaviour) to any person (including but not limited to Leila Davis personnel and employees, the local community, other guests and participants) you will be asked to leave the Retreat at your own cost and no refund will be available;

9.1.3. During any “free time”, you are liable for the activities that you undertake and do so with the knowledge that the Retreat Organiser is not liable for your decisions;

9.1.4. Any intake of alcohol or legal / illegal drugs are done so at your own risk and the Retreat Organiser is not held liable for consequences arising out of your actions in this regard;

9.1.5. You, and not the Retreat Organiser, are solely responsible for any liability for repair, replacement, medical and other associated costs, and any fine or penalty imposed by any relevant authority arising out of your negligence or deliberate act or omission causing damage to any equipment, premises, vehicle, public or private property or land, or injury harm or death to any person, animal domestic or wild, or flora;

9.1.6. The Retreat Organiser takes no responsibility for the conduct of retreat participants and will not be held liable for any loss or damage to person or property caused by another retreat participant(s).

Personal items and belongings

9.1.7. You are solely responsible for the safekeeping and care of your personal items and valuables.

9.1.8. The Retreat Organisation holds no responsibility whatsoever for any loss, theft, breakage or damage to personal items and belongings during any Retreat experience, to and from the Retreat or during any Retreat-related experience.

Privacy of fellow participants

- 9.1.1. You may take written notes during all retreat sessions however you are prohibited from recording presentations or private conversations without express consent from the Retreat Organiser or any relevant other party.
- 9.1.2. You agree not to post selfies and photos taken by you with other participants without their express consent.

10. Liability waiver and indemnity

- 10.1. You agree that the Retreat Organiser is not responsible for any loss, damage, cost, expense or other liability whatsoever incurred by you arising out of:
 - 10.1.1. injury, accident or death;
 - 10.1.2. any delay, inconvenience, loss of employment, or frustration, whether physical or mental resulting from, but not limited to any of the following factors:
 - 10.1.2.1. the act or omission of any party including the Retreat Organiser;
 - 10.1.2.2. mechanical breakdown, government actions, weather or any other factors beyond the Retreat Organiser's control;
 - 10.1.2.3. your failure to read the information provided and/or following instruction including but not limited to obtaining sufficient travel protection and health insurance, and providing correct and complete personal health and travel information;
 - 10.1.2.4. your cancellation and/or change of any travel services; and/or
 - 10.1.2.5. your medical or health problems or physical disabilities stated or otherwise.

11. Release from liability

You agree that the Retreat Organiser is released from all liability arising from any negligence or fault, for your death, disability, personal injury, property damage, property theft, or actions of any kind which may occur to you, including your travel to and from the Retreat, food poisoning and accommodation issues.

12. Assumption of risk

- 12.1. You are responsible for your success and you accept full and sole responsibility for your own decisions, actions and results.
- 12.2. You understand and agree that Retreat Organiser does not provide any implied or explicit warranty as to the truth or reliability of any material or information and that any information provided to you during the Retreat and through any media is not tailored or specific legal, tax, investment, business advice or medical advice.
- 12.3. The information presented is for educational and personal enjoyment purposes only and you assume sole and full responsibility for your own decisions and actions.
- 12.4. You should consult properly qualified and retained professional advisors before embarking on any business or investment venture or changing any medical or health treatment protocol.

Transport Services, activities and excursions

- 12.5. You agree that your participation in all retreat activities, accommodation use, travel and transportation (private, hired, public, with or without a hired driver) is purely voluntary.
- 12.6. You expressly agree to assume all the risk of injury and activity and/or damage in participating in all activities, accommodation use and transport services and options offered during the Retreat.

Third-party service providers

- 12.1. You agree that the Retreat Organiser holds no responsibility for the action, omissions of third parties or independent contractors, including in the event they modify the nature of a service or accommodation type as compared that to the advertised nature of the retreat.
- 12.2. You acknowledge that any eventuality of the same risks is not grounds for refund or discount.

13. Feedback and dispute resolution

13.1. Your feedback is important!

13.2. You understand and agree:

- 13.2.1. you will contact the Retreat Organiser immediately with any concerns so that they may be resolved quickly and effectively through friendly consultation.
- 13.2.2. in the event of a dispute you agree to the following Dispute Resolution Procedure:
 - 13.2.2.1. you must advise the Retreat Organiser in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute;
 - 13.2.2.2. you agree to meet in person or Skype, in good faith to seek to resolve the dispute by agreement and compromise;
 - 13.2.2.3. if an agreement cannot be reached to resolve the dispute any party may refer the dispute for mediation to the Queensland Law Society (QLS);
 - 13.2.2.4. both parties must attend the mediation provided by QLS, in good faith, to seek to resolve the dispute through mediation.
- 13.2.3. Litigation via the court process may only be considered after a genuine attempt at mediation sought by either party, is unsuccessful.
- 13.2.4. Confidentiality is paramount to both parties personal and professional reputations and standing their business and community.
- 13.2.5. At no time will any communications or discussions be made public. This includes but is not limited to any social media websites of either party.
- 13.2.6. Any public discussion or comments about either party will be considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

14. Governing law

You understand and agree:

14.1. The Terms and Conditions of this Agreement are governed and construed under the laws of Australia.

14.2. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of Queensland.

By paying your deposit, YOU, the participant, affirm you have read and understood this Retreat Participation Agreement and voluntarily agree to these terms.