



Terms & Conditions

Your Contract is with BIKRAM HOT YOGA PERTH PTY LTD, trading as THE YOGA GARAGE PERTH.

1. BOOKING PROCEDURE

- a) On making a booking with us, you must accept the terms of these Booking Conditions.
- b) If the booking is made 5 or more weeks in advance of the departure date a deposit payment is required on booking in order to secure your place. Your deposit options are:
 - A non-refundable 50% deposit might be paid to secure a place;
 - The final payment is due no later than 3 weeks before the first day you are due to arrive on the retreat. If the final payment is not paid in time, we reserve the right to cancel your place, retain your payments and apply the Cancellation Charges set out in Paragraph 4.
- c) Where a deposit or part payment has been paid, a final request will be sent to 4 weeks* before your departure date and payment of the balance of the price of the retreat will become due 3 weeks* prior to your departure date. If the balance of the price of your retreat is not paid within 14 days of sending our invoice, we reserve the right to cancel your place, retain your payments and apply the Cancellation Charges set out in Section 4.
- d) For bookings made within 4 weeks* of the date of departure, the full payment will become due immediately upon confirmation of the booking. Once payment has been made any subsequent cancellation will incur Cancellation Charges as set out in section 4.
- e) Your booking is considered definite and a contract will exist between you and The Yoga Garage Perth only when an email of confirmation has been sent to you. No contract will exist between us prior to our issuing the confirmation email.

2. CANCELLATION, AMENDMENT OR POSTPONEMENT BY THE YOGA GARAGE PERTH

- a) The Yoga Garage Perth reserves the right in any circumstances to cancel your retreat at any time up to 12 weeks before the start date, in which case we will offer a refund in full of all monies paid for your retreat.
- b) The Yoga Garage Perth reserves the right to amend, postpone or reschedule or amend any itinerary items in accordance with operating requirements or circumstances beyond our control. The Yoga Garage Perth further reserves the right to restrict you from participating in any scheduled activity if you, in our reasonable opinion, do not have the requisite fitness to participate in the activity, exhibit anti-social behaviour or, are abusive to us or other members of the travelling party. No refund will be provided in those circumstances unless otherwise stated.



- c) The Yoga Garage Perth reserves the right to postpone or cancel the retreat if the minimum number of guests has not been achieved in order to go ahead 4 weeks before the departure date. In this case, we will fully refund your deposit and we will send a notice in writing to you.

3. INSURANCE

You are responsible for arranging full travel insurance which should cover you for the activities you plan to undertake and have adequate cover for travel delay, cancellation and curtailment, medical expenses and your personal belongings. Your policy should include cover for any medical claim due to Coronavirus and cancellation due to you falling ill with Coronavirus or being unable to travel or being required to self-isolate.

4. CANCELLATION BY YOU

You (or any member of your party) may cancel your retreat at any time providing that the cancellation is made by the person submitting the booking form and it is communicated to us in writing. Cancellation will take effect the day such notification is received by us.

As this incurs administrative costs, we will retain your deposit in all circumstances and will apply cancellation charges up to the maximum shown below, Days before Departure Cancellation Fees

- 50 days or more: 50% of your retreat cost (deposit)
- 21 to 50 days: 75% of your retreat cost
- 20 days or less: 100% of retreat cost

Please note that your deposit is non-refundable.

Important Notes

- Compensation payments will not apply if payment for your retreat has not been received by The Yoga Garage Perth by the stipulated payment date.
- Compensation will not be paid if The Yoga Garage is forced to cancel or in any way change your retreat due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, pandemic, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport, or other circumstances which amount to force majeure.

5. SURCHARGES

We reserve the right to increase the price of your transfer arrangements to allow for variations in transportation costs due, taxis or fees chargeable for services and the exchange rate applicable to your travel arrangements. No price increase will be made within 6 weeks of your departure date and in any event, we will absorb any increase which equals 3% or less of the cost of your travel arrangements.



6. RETREAT PRICES

Our retreat prices include accommodation, breakfast and activities as advertised and all group yoga classes, unless stated differently in your itinerary. Our prices exclude transport, travel insurance, tips, optional excursions, transfers from airports and train stations unless otherwise stated.

7. OUR LIABILITY TO YOU

The Yoga Garage will use our best endeavours to ensure those services will be provided to you with due care and skill, be reasonably fit or for their specified purpose, can be reasonably expected to achieve the desired result and will be provided to you within a reasonable time having regard to the circumstances.

To the fullest extent permitted by law, you release us from any liability to you for any loss, theft or damage to baggage or property, or for any injury, illness or death whether or not caused by our negligence. We are not liable to you for any loss, theft or damage to baggage or property, or for any injury, illness or death howsoever caused or arising directly or indirectly from accidents, loss, theft or damage to person or property, delays, transport failure, strikes, scheduled or unscheduled maintenance, third parties, wars and uprisings or acts of God or any incidents whatsoever over which we have no control. We strongly urge all customers to undertake a high level of personal responsibility in order to ensure that possessions, equipment and personal documents are closely monitored and protected at all times.

8. INDEMNITY

You indemnify us from and against any liability, actions, demands, claims, suits, causes of action, proceedings, costs and expenses of whatsoever nature which may be taken or made against or incurred by us in relation to or arising out of your travel arrangements.

9. COMPLAINTS

If you have a problem during your retreat, please inform a member of our team immediately, who will endeavour to put things right. If your complaint cannot be resolved locally, you must advise us in writing immediately on your return.

10. GROUP CONDUCT

Guests who are deemed by our retreat host to be acting in a way that is inappropriate or in the local environment or towards our retreat teams or other guests will be requested to stop. If the inappropriate conduct continues our retreat host may be ask the guest to leave the retreat. Inappropriate conduct includes verbal abuse, aggressive behaviour and violence, repeatedly disruptive behaviour, consuming

RETREAT | *THE YOGA GARAGE 21ST TO 24TH MAY*



excessive alcohol or drugs, sexual harassment, including sexual comments and unwanted touching. It also includes unwelcome behaviour that intimidates, offends or humiliates a person because of a particular personal characteristic such as age, race, gender, disability, religion or sexuality. No refund will be given in this circumstance and all costs for early departure must be met by the guest

11.COVID-19

In the event of government enforced travel restrictions the retreat will be automatically rescheduled. There will be two options:

- Your booking, deposit and remaining costs will be fully transferred to the rescheduled retreat or another;
Or
- You will receive full refund of the amount paid.