



Got Soul Retreats (ZestClk Pty Ltd), Terms and Conditions

Please read the following terms and conditions carefully. These terms and conditions apply to your booking with Got Soul Retreats (ZestClk Pty Ltd), we us). By making your booking you are irrevocably agreeing to enter a contract with us on these terms and conditions. That contract becomes binding immediately on our confirmation of your booking. (Note: If you book a trip for multiple people traveling together, then all travellers in that booking will be deemed to have read and agreed to the Terms & Conditions, and to be parties to this Agreement.)

1. Prices

All advertised retreat prices are subject to availability and can be withdrawn or varied by us for any reason without notice prior to booking and payment of deposit. Prices are quoted in Australian dollars and inclusive of GST.

We may increase the price of your booking at any time before your booking is paid in full to reflect any changes in our costs related to your booking which are beyond our reasonable control, which may include (without limitation) exchange rates fluctuations, changes in the price of fuel, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation/disembarkation fees at ports and airports.

A non-refundable deposit (per person) is required to reserve your spot (ie, a double room requires two deposits). Each retreat page will specify the deposit amount required.

2. Dates and Destinations

All advertised and booked retreat dates and destinations are indicative until departure. Got Soul Retreats (ZestClk Pty Ltd) will use reasonable endeavours to ensure booked retreats take place as advertised, however we reserve the right to change or cancel the dates and destinations of retreats for any reason and at any time prior to departure.

In the event we change the dates of a booked retreat pursuant to this clause and either the new date is not suitable for you, or we are unable to provide a new indicative date within a reasonable period after the change, then you will receive a credit note equal to the price paid by you. You will not be entitled to a refund or any other remedy.

3. Payment

A deposit of 25% of the advertised price must be paid before bookings will be processed. In some circumstances we may require a higher percentage or even all the advertised price to be paid as the deposit (we will make this clear on the booking page). Payment of the deposit means you have accepted our terms and conditions. We will notify you when your booking is confirmed.

Unless otherwise indicated, the balance of the price must be paid in full no later than 30 days prior to the scheduled departure date or earlier subject to individual operators' policies. Full payment is required immediately if you make a booking within 30 days of the departure date.





In some circumstances we may offer payment plan alternatives. If we do, and you select that payment alternative, then you must make each payment by the due dates indicated (we will make these clear on the booking page).

Where full payment or any part thereof is not made by the due date, we may treat your booking as being cancelled by you. In that instance we will retain any applicable cancellation fees and refund the balance of your payment as a credit note in accordance with clause 4.

4. Cancellation by Participant

Got Soul Retreats (ZestClk Pty Ltd) will provide a full refund if you cancel within 24 hours of booking and that booking was made 60 days or more before the scheduled retreat date. We do not otherwise provide cash refunds unless required by law.

Should you choose to pay via the Payment Plan option, however request cancellation before all payments have been made, you will still be required to pay the full amount of the package.

If you wish to cancel your booking you may do so any time up to 60 days before the start date of the retreat; your deposit less \$150.00AUD and all other payments may be transferred to another Got Soul Retreats (ZestClk Pty Ltd) trip (within one year of the current retreat start date), space permitting. You are also permitted to transfer your booking to another interested party.

No credit is available if the Participant does not show up or leaves early for any reason. If you interrupt or terminate your travel or participation in the retreat for any reason after it has commenced, Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, teachers, coaches, instructors and facilitators, is not obliged to offer credit or issue any refunds for unused services.

Subject to law and the 24-hour refund clause above, if you cancel your booking, or fail or are unable to attend a booked retreat, cancellation fees will be deducted from your balance payment and the remainder (if any) will be refunded to you in the form of a credit note. You will not be entitled to a cash refund unless we are required by law to provide one.

5. Credit Notes

All credit notes issued by Got Soul Retreats (ZestClk Pty Ltd) pursuant to these terms and conditions or otherwise are valid for use for 12 months from the date of issue. You are not entitled to a refund or any other remedy for any unused portion of an expired credit note. In our sole discretion we may extend the validity of credit notes for a longer period if we consider we have not provided a reasonable opportunity for the holder to use the credit note.

6. Travel Insurance

You must obtain travel insurance covering all dates and destinations of travel. Your insurance must cover at least: trip interruption, personal injury, medical expenses, evacuation, and repatriation cover including during pandemic events. You will be required to provide documentary evidence confirming that you hold the above travel insurance prior to departure. If you fail to provide such evidence, we may treat your booking as being cancelled by you and clause 4 will apply.

We will not be liable for any costs, losses or damage incurred by you resulting from your failure to comply with this clause 5.





7. Health and Safety

You must complete the Adult Pre-Exercise Screening System (APSS) tool and provide a copy to us at the time of booking. You must also declare any health, medical or dietary issues and requirements to us at the time of your booking and where necessary update that information prior to departure and during the retreat. Based on your APSS and disclosures we may require you to provide a medical certificate confirming that it is safe for you to participate in a retreat. Despite your APSS, other disclosures and any medical certificates provided, you are wholly responsible for your own health, safety and wellbeing at all times during the retreat, including during all activities. You are free to stop or decline participating in any activity at any time for any reason.

You must also ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination documentation. You should consult your doctor regarding health requirements for your destination and your suitability to participate in the activities provided.

8. Passports & Visas

You must ensure you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities for all locations forming part of your booking. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities are your sole responsibility.

All travellers must have a valid passport for international travel. Many countries require at least 6 months validity from the date of entry. You release and indemnify Got Soul Retreats (ZestClk Pty Ltd) from all responsibility and liability for any refusal of entry, detainment, or other action of immigration or other government authorities which may occur to you in connection with a retreat.

If you need information regarding visa and other travel document requirements for your trip please let us know. We can obtain such information from an external visa advisory service provider on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it.

9. Liability

Subject to law and except as expressly provided to the contrary in these terms and conditions, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the retreat, our services and these terms and conditions are excluded. Without limiting the generality of the preceding sentence, the Consultant shall not be under any liability to the Client in respect of any loss or damage (including consequential loss or damage) however caused which may be suffered or incurred by you other than as a direct result of our failure or omission to comply with our obligations under these terms and conditions.

Our maximum liability for any act, failure, omission, event or occurrence where our liability is not excluded shall be limited to any one or more of the following: (a) in relation to goods: (i) the replacement of the goods, or the supply of equivalent goods, or payment of the costs of replacing the goods or acquiring equivalent goods; or (ii) the repair of the goods or payment of the cost of having the goods repaired; and (b) in relation to services: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again, as in each case we may elect in our sole and absolute discretion.





10. Credit Card Transactions

Where the price is paid in Australian dollars Got Soul Retreats (ZestClk Pty Ltd) does not charge debit or credit card surcharges additional to the price. We reserve the right to charge reasonable card surcharges where the price is paid in another currency. If we exercise that right, it will be made clear on the booking page.

11. Force Majeure

Our performance under these terms and conditions are subject to acts of God, war, government regulations, disaster, civil disorder, strike or other industrial dispute and any other circumstances which are beyond our reasonable control and which we deem (in our sole discretion) render the performance of our obligations uneconomic, impractical, impossible or illegal ('Force Majeure Circumstance'). At any time during or after a Force Majeure Circumstance we may (in our sole discretion) elect to terminate this agreement by notice to you and refund any amounts paid by you, less our reasonable costs and expenses incurred in respect of your booking which we cannot reasonably recover.

12. Privacy

By booking with us you acknowledge that we will collect, use and disclosure your personal information (including to our third-party service providers) as we reasonably require to provide the service to you, and for other reasons permitted under privacy laws (including direct marketing). Got Soul Retreats (ZestClk Pty Ltd) has photographers and videographers documenting each retreat and uses and posts content on social media and in marketing and publicity material during and after retreats. You acknowledge and irrevocably consent to us using photographs of you and/or statements made by you during and after the retreat without payment or attribution on social media and in marketing and publicity material.

13. Governing Law

These terms and conditions shall be governed by the laws of Western Australia and the parties submit to the jurisdiction of the courts in Western Australia.

14. Severability

If any provision of these terms and conditions should be held to be invalid or unenforceable, in whole or in part, the validity of all other provisions of these terms and conditions (and any part of the subject provision which is not held to be invalid or unenforceable) shall not be affected and shall remain in force.

15. Variation

We may make reasonable variations to these terms and conditions from time to time by notice to you.

16. Immunizations

Participants must provide acceptable documentation that they are fully vaccinated against COVID-19 (fully vaccinated means the participant has received two vaccine does and has undergone a two week





waiting period after the final dose). Documentation must be presented at least 30 days before the start of the trip.

Each Participant assumes full responsibility for verifying any requirements relating to and/or obtaining any immunizations which may be necessary or desirable for travel in the applicable country(ies) and/or region(s).

Participants may also wish to consult a physician who is knowledgeable about travel medicine and related medical issues in the country(ies) and/or region(s) to be visited.

17. Travel Advice

For up to date travel advice please contact the Department of Foreign Affairs and Trade or visit their website at www.smarttraveller.gov.au

18. Discretion to Reject Bookings/Vacate Spots

Your booking may be rejected, or your spot may be vacated at the discretion of Got Soul Retreats (ZestClk Pty Ltd) at any time prior to the trip start date if we believe a Participant poses a risk or may be disruptive or disrespectful to other Travellers, to the yoga teacher, coach, to the host venue, or to anyone else involved. If a Participant's booking is rejected and/or if a Participant is denied participation in a trip prior to the trip start date, then that Participant will receive a full refund of all monies paid to Got Soul Retreats (ZestClk Pty Ltd) for that trip; also, the Participant will not be permitted to book any future Got Soul Retreats (ZestClk Pty Ltd), trips. Got Soul Retreats (ZestClk Pty Ltd) will not be responsible for any trip cancellation related expenses or trip related damages (including, by way of example, costs related to airline tickets and fees, passport fees, visa fees, medical expenses, etc.). related to Got Soul Retreats (ZestClk Pty Ltd)), discretionary decision to vacate your spot.

19. Information Required

For us to confirm your booking, you must provide us with certain personal information when requested, such as:

Full name (as it appears on passport)
Passport number
Date of Birth
Dietary requests/restrictions
Any medical conditions, injuries, or physical limitations

20. What's Included in the Price of Your Trip

The price of your trip includes:
Everything listed on the retreat page under "What's Included."

21. What's Excluded from the Price of Your Trip

The price of your trip does not include:
Flights/Airfare to the starting point of your trip
Ground transportation
Excess baggage charges
Fees for travel documents (passports, visas, etc.)





Travel insurance
Alcoholic beverages
Optional Activities
Gratuities
Personal expenses
Any other items listed on our website under "What's Not Included"

22. Optional Activities

Optional activities (other than excursions which are listed on our website as "Included") are not included in the trip price, and do not form part of the trip or this Agreement. You acknowledge and agree that any assistance provided by any trip leader, yoga teacher, coach, or local representative in arranging optional activities does not render us liable for them or any losses and/or damages that result from the participation in optional activities, excursions, etc.

23. Itineraries

The itinerary provided for the trip is representative of the types of activities planned, but it is understood that the itinerary, amenities, and mode of transport may be subject to alteration without prior notice due to events out of Got Soul Retreats (ZestClk Pty Ltd) control. I agree to waive any and all claims against Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, teachers, instructors and facilitators, regarding any such change(s).

24. Assumption of Risk & Personal Responsibilities

Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, teachers, instructors and facilitators, is dedicated to ensuring the safety of all guests, although all Participants must assume the risk inherent in travel and take responsibility for their own health, safety, and wellbeing. Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, coaches, instructors and facilitators, is not responsible for any injuries or damages the Participant may sustain on any part of this retreat.

The Participant must also be responsible for their own behaviour and treat other Participants, venue staff, yoga teachers, coaches/instructors and tour operators with respect.

Participants must also take responsibility if and when consuming alcoholic beverages or any intoxicants, both on and off the retreat property; Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, teachers, instructors/coaches and facilitators, is not responsible for any injuries or damages the Participant may sustain when consuming alcohol or any intoxicants.

It is your responsibility to acquaint yourself with all possible relevant travel information related to the country and regions you are travelling to, including local customs, laws, & regulations. It is your responsibility to maintain current knowledge of travel advisories, medical advisories, or other risks until your departure and while you are on location. Certain locations are remote and require additional travel time away from city centres and towns; as such, medical attention may not always be readily available or may be of inferior quality compared to what is available at home. You acknowledge that your decision to travel is made in consideration of this information, and you accept that you assume the personal risks involved with such travel. You agree to assume full responsibility for your personal





safety and personal health.

25. Third Party Operators are Independent Contractors

Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, teachers, instructors and facilitators, does not own, operate or control any person or entity that provides any goods or services for your trip ("Third Party Operators"), including any lodging facilities, airline, ground or water transportation, yoga studio, yoga teacher(s), tour operator, food service provider, etc. Rather, we contract with Third Party Operators to provide all goods and services for your trip; and you understand that all Third-Party Operators are independent contractor(s), and not affiliates or employees of Got Soul Retreats (ZestClk Pty Ltd) In selecting Third Party Operators, we do our best to seek out reliable suppliers and contractors to provide the necessary travel-related goods and services. Accordingly, in the absence of gross negligence by Got Soul Retreats (ZestClk Pty Ltd) you understand and agree that Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, teachers, instructors and facilitators, shall not have any responsibility or liability for any acts or omissions of any Third-Party Operators in connection with your trip. Without limiting the foregoing, we will not be liable for any direct, indirect, consequential or incidental damage, liability, injury, loss cost or expense you may incur (including any claim relating to personal injury, illness, death, property damage or loss, delay or other inconvenience) arising out of or by reason of the acts or omissions of any Third-Party Operator. Got Soul Retreats (ZestClk Pty Ltd) Pty Ltd) or any agents, representatives, teachers, instructors and facilitators, is not responsible for any injury or damages sustained on any motorized vehicles or on any other modes of transportation, regardless of whether or not the transportation was suggested by, recommended by, or provided by Got Soul Retreats (ZestClk Pty Ltd) or our host location.

26. Limitation of Liability and Release

Notice is hereby given that all arrangements made on behalf of participants are made by the organizers on the sole condition that the organizers shall not be held responsible for any claims, including but not limited to, injury, death, accident, illness, delay, loss, expense (including legal fees), damage, act of negligence, or irregularity (the "Claims"). The undersigned agrees to waive all Claims against, and to indemnify and hold harmless Got Soul Retreats (ZestClk Pty Ltd) or any agents, representatives, instructors and facilitators, from and against any and all Claims arising from or connected, directly or indirectly, with your presence at, or participation in the retreat and related activities thereto.

Signature: _____

Full Name: _____

Date: _____

