

Bali Retreat 2024 with Emma Polette

Dates: Arrive 10th June 2024 and depart 17th June 2024 (7 nights)

Venue: Pulau Tenang Bali Villas - <https://ptbalivillas.com/>

Address

North Seminyak, Jalan Bumbak Dauh Jalan Umalas II, Kerobokan, Kecamatan Kuta Utara, Kabupaten Badung, Bali 80361, Indonesia

Inclusions:

- 7 nights accommodation with private room and bathroom. 4 people per villa and access to a private pool for each villa
- Airport Transfers
- daily breakfast & lunch provided at the villa but if you are out at lunch you provide your own
- daily laundry and daily maid service,
- wifi
- bottled water with hot/cold dispenser, tea/coffee facilities
- security
- 1 farewell dinner
- Daily meditation and yoga sessions (1 of each)
- 5 workshops (details to be provided closer to the time)
- 90-minute private coaching session with Emma
- Afternoons for free time
- One full day off to explore Bali (at your expense)
- Welcome gift

To be provided by you:

- Flights to and from Bali
- Travel Insurance (this is essential. More info here <https://www.smartraveller.gov.au/CHOICE-travel-insurance-guide-COVID-19> Please note it is recommended to buy travel insurance at the same time as you book your travel including choosing to join this retreat)
- Shopping, travel and meals expenses that are not included above
- Yoga equipment (mat, blocks x 2, strap)
- It is recommended to purchase check-in luggage

Investment - \$1500 up front or payment plan of 6 x \$275 for a total of \$1650

Terms and conditions:

We will adhere to Covid Safe, Government Directed conditions at the date of the event.

Please read these Terms and Conditions carefully as they are a legally binding agreement between you, the Retreat Participant (the “Participant”) and Emma Polette ABN 89 228 020 678 (the “Retreat Organiser”).

Please READ the Health Waiver and Release contained on page 9 of this contract. By proceeding with your booking, you are agreeing to this Clause.

These terms and conditions will be attached to your confirmation email upon registration. If you have any questions about these terms and conditions please email emma@emmapolette.com.

By booking and making a payment you are agreeing to the Terms and Conditions of the Retreat.

Terms and conditions**Bookings and Fees**

You understand and agree:

- Bookings for the June 2024 retreat are limited to 7 guests.
- Bookings are accepted up to 14 days prior to the commencement date (Day 1 of the Retreat) provided the Retreat has not sold out prior.
- By purchasing a Bali Retreat ticket, you agree to pay the advertised retreat price in AUD under these Terms and Conditions.
- All fees provided are in Australian dollars.
- Fees do not include GST.
- Emma Polette reserves the right to change the Retreat Fee at any time however your fee won't change once you have paid a deposit or the full fee

Payment

- All payments are accepted via PayPal or Stripe or direct deposit.
- Payment Plans are processed via automatic payment via PayPal on the date of your first payment for 5 consecutive months for a total of 6 payments. If you default a payment Emma Polette will request payment within 7 days of the due date. If payment is not received your place on the retreat may be forfeited. Emma Polette will retain a one month payment as fees and refund any other payments if an arrangement for future payments cannot be agreed to. This is in addition to cancellation fees.
- Where payment is made via bank transfer you are requested to provide your SURNAME as the transaction reference.
- A receipt will be issued to you via email within 7 days after the payments have been processed.
- The balance of payment of all Retreat Fees must be paid in full 30 days prior to the commencement date of the Retreat.

Cancellation and refunds

You understand and agree:

Refund requests

Extensive planning, preparation and collaboration have been invested in planning the Bali retreat to create an unforgettable and unique experience for you. Therefore, a strict refund policy applies as follows:

More than 90 days prior to commencement

You may cancel your booking up to 90 days prior to commencement and receive a refund of your Retreat Fee, less AUD\$300.

60-89 days prior to commencement

You may cancel your booking between 60-89 days prior to commencement. A Cancellation Fee of 25% of the Retreat Fee will be deducted from your refund.

15-59 days prior to departure

You may cancel your booking between 15-59 days prior to commencement. A Cancellation Fee of 60% of the Retreat Fee will be deducted from your refund

No refund is provided if you cancel your attendance within 14 days of the start date of the Retreat.

All cancellations and requests for refunds must be in writing by email to emma@emmapolette.com

Medical events

Requests for cancellations and refunds in the event of illness may be considered and agreed to at the full discretion of Emma Polette.

You will require a medical certificate from a medical professional. Please include a copy of your medical certificate with your cancellation request.

Transfer of bookings is not permitted.

Cancellation by the Retreat Organiser

You understand and agree:

Unforeseen circumstances

The Retreat Organiser reserves the right to cancel the trip if an event occurs outside of the Retreat Organiser's control that impacts the operation of the trip fundamentally, and which is determined could have a severe negative impact on the travelling experience.

An unforeseen circumstance includes but is not limited to political unrest, terrorism threat natural disaster, or pandemic.

If this occurs your Retreat Fee will be refunded or transferred to another retreat date.

The Retreat Organiser is not responsible for your expenses incurred in preparation for any cancelled retreat, such as airline tickets, loss of work, and/or other costs associated with preparing for your trip.

Minimum numbers requirement

If the minimum number of 7 travellers is not reached, the Retreat Organiser reserves the right to cancel the Bali Retreat.

In the event of any cancellation by the Retreat Organiser:

you will be offered an alternative date for a future Bali retreat or your Retreat Fee will be refunded in full.

Travel insurance

You understand and agree:

It is a condition of booking that all Retreat participants obtain comprehensive travel insurance that covers their travel, belongings and health events.

You will be required to provide evidence of a valid comprehensive travel insurance policy directly to the Retreat Organiser at the time of payment of the balance.

You will not be able to travel if you do not provide travel insurance and the Retreat Organiser will not be obliged to provide you with a refund of Retreat fee for failure to obtain travel insurance in the requested time.

Travel documents

You understand and agree:

Your travel bookings including air travel arrangements to and from the retreat are your own responsibility.

Passport (when required)

It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other authorities.

Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities is your sole responsibility.

All travellers must have a valid passport for international travel and many countries require at least 6 months' validity from the date of return. Please check your passport carefully for validity, visa and immigration requirements.

Medical treatment—consent

As a Retreat Participant, you consent to:

Receive medical assistance/treatment which may be deemed advisable in the event of injury, accident, and/or illness during this program.

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 and Retreat Participation

As a Retreat Participant, you understand and agree that:

You are responsible for obtaining clearance from a qualified medical practitioner to travel and participate in this Retreat.

For international retreats: You are responsible for ensuring that you have obtained any vaccinations and medical requirements for travel including any stopovers to and from this destination.

Third-party service providers

You acknowledge that Emma Polette contracts with a range of third parties and individuals to assist in the running of its courses and trips.

You understand and agree:

To the best of Emma Polette's knowledge, these third parties are qualified to perform the duties they are contracted to perform.

Emma Polette 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.

Any advice or information given is given in good faith however Emma Polette will not be held liable for any outcome resulting from such advice.

Responsibilities for personal items and valuables

You understand and agree:

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

The Retreat Organiser 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.

Photography and video use of images—consent

You understand you may be photographed or filmed during your participation in the Bali Retreat.

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 Emma Polette.

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).

Personal conduct

As a Retreat Participant you understand and agree:

You will conduct yourself with responsibility, decorum and kindness at any Emma Polette retreat.

You will not engage in inappropriate, illegal or disruptive behaviour (including but not limited to bullying, harassment, discrimination, unlawful, disrespectful or violent or intimidating behaviour)

to all persons (including but not limited to Emma Polette personnel and employees, the local community, other guests and participants) and if you do, you will be asked to leave the Retreat at your own cost and no refund will be available.

During “free time” you are liable for the activities that you undertake and do so with the knowledge that Emma Polette or any of its employees are not liable for your decisions.

You, and not Emma Polette, 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.

Emma Polette 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).

Privacy policy

Emma Polette is committed to providing you with the highest level of customer service and this includes protecting your privacy.

Emma Polette’s employees of third-party providers who assist Emma Polette are the only parties who access the information we collect.

Information will not be disclosed to any other party unless prior agreement is sought from you.

Your personal information is managed according to our Privacy Policy.

Complaints and dispute resolution

If you have a complaint you agree that you will notify Emma Polette immediately with a view to a friendly resolution immediately.

Both our reputations are valuable and we pride ourselves on conducting ourselves in a fair, reasonable manner, therefore you agree to refrain completely from discussing your complaint with any third party before, during and after your issues have been fully resolved.

If a resolution is not achieved to the satisfaction of both parties then the dispute will be referred to a mediator appointed by the relevant courts.

The cost of Mediation will be shared equally between the parties.

Health waiver and release

By proceeding with your booking and payment you understand and agree to the following:

You are participating in the Retreat offered by Emma Polette, during which you will receive information and instruction about yoga and meditation.

You will possibly participate in excursions involving water and walking.

You recognise that these activities require some light physical exertion and may cause physical injury, and you are fully aware of the risks and hazards involved.

You understand that it is your responsibility to consult with a physician prior to and regarding your participation in the Retreat and any overseas travel precautions.

You represent and warrant you are physically fit and have no medical conditions that would prevent your full participation in the Retreat.

You will inform Emma Polette in writing via email of any health-related issues you may have that may affect you whilst participating in the Retreat.

You understand that if you are pregnant, you will take necessary steps to ensure your doctor and health care providers know you are participating in this Retreat.

You assert that you are healthy and fit to participate in the Retreat and will alert the Retreat Organiser and any teachers whose sessions you participate in that you are pregnant.

Release from Liability

You understand and agree to the following.

Emma Polette is not responsible for any loss, damage, cost, expense or other liability whatsoever incurred by you arising out of:

a. Loss or delay of baggage or other property; and or

b. Any delay, inconvenience, loss of enjoyment, or frustration, whether physical or mental resulting from, but not limited to any of the following factors:

- i. Mechanical breakdown, government actions, weather, pandemic or any other factors beyond the Retreat Organiser's control.
- ii. Your failure to read the information provided and/or follow instruction including but not limited to obtaining sufficient travel protection and health insurance, and providing correct and complete personal health and travel information.
- iii. Your cancellation and/or change of any travel services; and/or
- iv. Your medical or health problems or physical disabilities stated or otherwise.

You agree that Emma Polette 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 hereafter occur to you, including your travel to and from the Retreat, food poisoning and accommodation issues

Assumption of risk

Transport Services, workshops, and excursions

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.

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

You agree that Emma Polette Retreat 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 to the advertised nature of the Retreat/Journey/Tour.

You acknowledge that any eventuality of the same risks is not grounds for refund or discount.

Jurisdiction

You understand and agree that any issues or dispute arising out of these terms and conditions will be dealt with in the first instance by friendly consultation and then by mediation with shared cost between parties, and litigation as a last resort.

The laws of the jurisdiction of the State of Western Australia, Australia applies to all matters arising out of these terms and conditions.

Confirmation

By paying the booking fee and completing and submitting the booking form I confirm that I have read the terms and conditions for the with Emma Polette.

Should you have specific questions regarding the Retreat, please direct all enquiries to emma@emmapolette

Please sign and return the next page to confirm you have read and agreed to the terms & conditions and Emma Polette will send you your preferred payment option.

Bali Retreat June 2024 with Emma Polette

- I confirm that I have read, understood and agree to the terms and conditions specified in the above document for the Bali Retreat in June 2024.
- I confirm that I intend to purchase travel insurance within 30 days of booking my place on the retreat and will supply documentation to Emma Polette at emma@emmapolette.com

Please choose one option below:

- I would like to pay for my place on the Bali Retreat up front at the price of \$1500 using my credit card
- I would like to pay for my place on the Bali Retreat up front at the price of \$1500 using direct debit

Print Name

Date

Your signature

Your email address