

Terms and Conditions

Please read the following terms and conditions carefully. These terms and conditions apply to your booking with In Balance Pty Ltd. 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.

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All advertised retreat prices are subject to availability and can be withdrawn or varied by us for any reason without notice prior to booking and payment of deposit.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.

2. Dates and Destinations

All advertised and booked retreat dates and destinations are indicative until departure. In Balance 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 amount or 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 31st January 2024 or earlier subject to individual operators' policies. Full payment is required immediately if you make a booking within 60 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

In Balance 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.

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, we will retain the following cancellation fees:

Weeks before departure	Change and Cancellation Fee (% of the balance payment)
More than 90 days	25%
90-60 days	50%
Less than 60 days	100%

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 In Balance 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 In Balance 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 In Balance 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). In Balance 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 New South Wales and the parties submit to the jurisdiction of the courts in New South Wales.

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. 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