

HUSTLE RETREATS TERMS AND CONDITIONS

Please read the following terms and conditions carefully. These terms and conditions apply to your booking with HUSTLE Tribe Pty Ltd (HUSTLE Retreats, 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.

1. Prices;

- a. Prices are based per person, unless stated otherwise eg. Couples Package
- b. Prices exclude flights, travel insurance and other items as stated on the website and / or booking platform
- c. Prices are quoted in Australian dollars and inclusive of GST.
- d. The advertised retreat price is subject to availability and can be withdrawn or varied by us for any reason without notice prior to booking and payment of deposit.

2. Dates;

- a. The advertised and booked retreat date is indicative until departure.
- b. HUSTLE Retreats will use reasonable endeavours to ensure booked retreat takes place as advertised, however we reserve the right to change or cancel the dates and destination of retreat if we deem necessary and at any time prior to departure.
- c. 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 refund as stated in Clause 5 of this agreement.

3. Deposit;

- a. A non refundable deposit of the advertised price must be paid for your booking to be secured.
- b. The deposit value required for all Retreats (excluding Weekend Retreats) is 30% of the listed price, however this may vary for each Retreat or time of booking
- c. Weekend Retreats require no deposit, but a full upfront payment of 100% of the listed price
- d. We will notify you within 48 hours via email when your booking is confirmed.
- e. Payment of the deposit means you have accepted our terms and conditions.
- f. Due to our need to commit to accommodation and other arrangements in advance, the deposit is non refundable and exceptions to our policy cannot be made for any reason.

4. Payment Plans;

- a. Unless otherwise indicated, the balance of the price must be paid in full no later than 45 days prior to the scheduled departure date
- b. Full payment is required immediately if you make a booking within 45 days of the departure date.
- c. 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 dates clear via email once booking and deposit has been received).
- d. Where full payment or any part thereof is not made by the due date, we will allow 48 hours of grace period and will contact you directly to inform you of the outstanding payment due
- e. However if a payment fails to be made after the terms indicated in Clause 4 section d; 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 if in accordance with Clause 6.

5. Cancellation by Provider;

- a. If HUSTLE Retreats must cancel for any reason you're entitled to a refund of your applicable payment.
- b. HUSTLE Retreats is not responsible for your expenses incurred in preparation for any cancelled retreat such as other accommodation, airline tickets, loss of work, and/or other costs associated with preparing for your trip.
- c. If an event needs to be postponed due to circumstances out of our control you will be provided with your choice of a place on the new event date or a refund of your applicable payment.

6. Cancellation by Participant;

- a. HUSTLE Retreats will provide a refund minus any administration fees if you cancel within 24 hours of booking and that booking was made 45 days or more before the scheduled retreat date. We do not otherwise provide cash refunds unless required by law.
- b. All retreat deposits are non refundable unless terms fall within Clause 6a of this agreement.
- c. Should you choose to pay via the Payment Plan option, however request cancellation before all payments have been made, you will be subject to pay any additional package costs as outlined in Clause 6e below.
- d. Depending on when you cancel, cancellation fees may apply. Fees are determined by the following schedule 6e:
- e. Cancellation fee schedule;
 - i. 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:

1. If you cancel 45 days or more before your retreat start date, you will be refunded the full retreat amount (less any bank or exchange fees and the 30% non refundable deposit)
 2. If you cancel 45 days or less before your retreat start date, you will forfeit your entire payment.
- ii. Due to our need to commit to accommodation and other arrangements in advance, exceptions to our policy cannot be made for any reason.
 - iii. We do not offer credit for arriving late or leaving early or opting out of any included activities or items.
 - iv. Refunds will be processed within 14 days of confirmation by HUSTLE Retreats.

7. Cancellation Definitions;

- a. "Cancellation" is defined as not attending your scheduled retreat, including postponing or rescheduling.
- b. "You" refers to the guest booking a HUSTLE Retreat.
- c. "We" refers to HUSTLE Fitness Retreats.
- d. It is your responsibility to read and understand our cancellation policy before making a reservation.

8. Passports;

- a. 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.
- b. All travellers must have a valid passport for international travel. Many countries require at least 6 months validity from the date of entry.
- c. You release and indemnify HUSTLE Retreats 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.
- d. For up to date travel advice please contact the Department of Foreign Affairs and Trade or visit their website at www.smarttraveller.gov.au

9. Travel Insurance;

- a. You must obtain travel insurance covering all dates and destinations of travel.
- b. Your insurance must cover at least: trip interruption, personal injury, medical expenses, evacuation and repatriation cover including during pandemic events.
- c. 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 6 will apply.
- d. We will not be liable for any costs, losses or damage incurred by you resulting from your failure to comply with this clause 9.

10. Third Parties;

- a. HUSTLE Retreats holds no responsibility for the actions or omissions of third parties or independent contractors, including in the event that they modify the nature of a service on a retreat as compared with the advertised nature of the service.

11. Health & Safety;

- a. 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.
- b. 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.
- c. 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.

12. Force Majeure

- a. 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').
- b. 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.

13. Privacy;

- a. By booking with us you acknowledge that we will collect, use and disclose 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).
- b. HUSTLE Retreat may have photographers and videographers documenting the retreat and uses and posts content on social media and in marketing and publicity material during and after retreats.
- c. 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.
- d. I hereby grant to HUSTLE Retreats the absolute and irrevocable right and unrestricted permission to use photographic portraits / images / videos in which I

feature that are taken during the course of the retreat to use / republish / copyright, etc. for commercial use in association with HUSTLE Retreat's business.

- e. I hereby release and discharge HUSTLE Retreat from any and all claims and demands arising out of or in connection with the use of the photographs and video footage, including without limitation any and all claims for libel or invasion of privacy.

14. Liability;

- a. 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.
- b. Without limiting the generality of the preceding sentence, the Provider (us) shall not be under any liability to the Attendee (you) 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.
- c. 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:
 - i. (a) in relation to goods:
 - 1. (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
 - 2. (ii) the repair of the goods or payment of the cost of having the goods repaired; and
 - 3. (b) in relation to services:
 - a. (i) the supplying of the services again; or
 - b. (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.

15. General Waiver;

- a. You acknowledge that during a retreat you participate voluntarily in any and all activities arranged by the retreat organisers, and insofar as legally permissible, surrender your right to any cause of action against HUSTLE Retreats arising from any loss or damage to person or property that occurs during a retreat.

16. Governing Law;

- a. The laws of the State of Victoria, Australia apply to the Contract.
- b. The courts of the State of Victoria, Australia shall have non-exclusive jurisdiction to decide any matter arising out of the Contract.

17. Severability

- a. 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.

18. Variation

- a. This agreement may not be changed or modified in any way except in writing signed by or on behalf of all the parties.