STANDARD CONDITIONS OF CONTRACT

Sacred Journeys to the Heart: Rituals for Clarity, Connection & Purpose in the Himalaya, Nepal
3rd - 13th October 2020

IMPORTANT: Please take the time to read and understand the terms and conditions outlined in this STANDARD CONDITIONS OF CONTRACT. The contract is a legally binding agreement between you, the CLIENT and The Inner Sacred. After you have read, understood and accepted this contract, it will be deemed that you agree to the terms contained herein. Please pay special attention to The Inner Sacred’ right to exemption and limitation of liability.

DEFINITIONS
As used herein, the words:

“The Inner Sacred” means: the Company organising and operating the retreat. The Inner Sacred staff includes guides and porters.

“OPERATOR” means: The Inner Sacred

“CLIENT” means: anyone who has booked and purchased a The Inner Sacred retreat and whose name appears on the Confirmed Booking Form.

“RETREAT” means: the retreat package, tour, trek, accommodation or program advertised or conducted by the operator.

“TREK” means: has the same meaning as “retreat” but is more specific to the trekking aspect of the retreat.
“TREKKING” means: walking, and other activities undertaken by trekkers according to their accepted itinerary.

“GROUP” means: two or more persons who have been booked together for the retreat and will be joining with the main group or groups.

1. THE CONTRACT
Upon payment of the retreat fees for the agreed itinerary supplied within the The Inner Sacred contract, and subject to the terms of this contract, The Inner Sacred agrees to accept the clients named on the Confirmed Booking form.

2. HEALTH OF THE CLIENT
The Inner Sacred IS NOT LIABLE FOR MEDICAL CARE OR EXPENSES WHATSOEVER.

2.1 The client is fit to trek. The client warrants that she is physically fit and capable of undertaking the agreed retreat. This includes any and all aspects of the retreat that involve trekking.

2.2 Consent to treatment. If in the opinion of The Inner Sacred, a client is in need of medical assistance and is unable to request it, the client hereby consents to The Inner Sacred making such medical arrangements, as it deems necessary, at the cost of the client.

2.3 Client’s obligation to report medical condition. The client must report any pre-existing illness, disability, pregnancy, or any other conditions for which the client may require medical attention during the course of the retreat to The Inner Sacred before the retreat commences. If any such condition arises before the commencement of the retreat, it must be reported to The Inner Sacred as soon as such illness or disability is known. Failure to report any such condition completely absolves The Inner Sacred and all contractors, guides and porters from all or any liability in respect of such condition.

2.4 Provision of medical certificate. The Inner Sacred, in its sole discretion, may require a doctor’s certificate from the client before commencing the retreat. This is to be provided no later than 7 days before the retreat, and no earlier than 30 days before the retreat.

2.5 Refusal of retreat. The Inner Sacred reserves the right to refuse any participant who has failed to give proper notice of physical disability, illness or handicap requiring special care, attention or treatment or who in The Inner Sacred opinion is physically or mentally unfit for travel. In such event, The Inner Sacred will not be liable to refund the retreat fees. The Inner Sacred shall also be entitled to charge any additional expenses associated therewith, to the client.
2.6 *Treatment at client’s risk.* Subject to the foregoing, any medicines, surgical, attention or medical treatment furnished by a qualified doctor located by The Inner Sacred shall be and are accepted at the client’s sole risk, and The Inner Sacred shall not be responsible for the quality, nature or consequences thereof.

2.7 *Necessity of Travel and Medical Insurance in order to participate.* Client must have purchased Travel and Medical Insurance for the retreat to cover the following:

- Emergency rescue and evacuation
- Medical treatment
- Payment of hospitalisation
- Repatriation to home country
- Travel delays
- Loss of luggage, money etc
- Equipment such as cameras, laptops etc.
- Death and disability
- Cancellation of retreat
- Coverage for trekking up to and above the highest altitude of the retreat

The Inner Sacred WILL require proof to that regard.

2.8 The Inner Sacred reserves the right to withdraw the client due to illness and substance abuse such as alcohol and drugs and violation of strict cultural taboos and customary practices at anytime during the retreat.

The client acknowledges that whilst The Inner Sacred will take every reasonable precaution to ensure the safety of the client on the retreat, the nature of the retreat has inherent risks and dangers encountered which may well be beyond the control of The Inner Sacred. The client acknowledges that she participates in the retreat at her own risk, and in the event of any accident, injury, incapacitation, illness, pain, death or other event suffered or incurred by the client, she and her dependants and heirs will seek no compensation from The Inner Sacred and will hold The Inner Sacred blameless and will not seek damages from any court or compensation jurisdiction in relation to any accident, injury, incapacitation, illness, pain, death or other arising from the retreat.

3. GENERAL PROVISIONS

3.1 *Your authority to agree.* In purchasing the retreat package, you state that you are authorised by or on behalf of any client listed on the Confirmed Booking Form to agree to all the terms of this contract.

3.2 *No transfer.* This contract is between the tour operator and the client. It cannot be sold, assigned or transferred to any other person without the prior express written consent of the tour operator.
3.3 No third party responsible. This contract is only with the tour operator. No other person or company shall be responsible in any way to the client.

3.4 Limitations applied if that party is held responsible. However, if any other person or company is held responsible, all benefit limitations, exemptions from liability, defenses and immunities referred to in this contract or under law, or treaty or from any other source shall be transferred to such person or company and their staff, guides, porter and agents.

3.5 Contract continues. This contract remains in effect for all period when the tour operator is under any responsibility to the client or the client’s property.

3.6 No oral changes, no additions, variations, or waiver for any of the contract can be effected unless it is expressed in writing and signed by the tour operator or each authorised agent.

4. PAYMENT OF RETREAT FEES

4.1 Payment of retreat package fees. The retreat package fees agreed between the client and the tour operator shall be payable as follows:

- A 10% deposit ($599 AUD) at the time of the booking. This deposit is refundable up until 90 days prior to the retreat departure date (5 July 2020). After this time the deposit becomes non-refundable.
- Balance of retreat package fees ($5,396 AUD) at least 30 days prior to retreat date (3 September 2020).
- Any expenses incurred by the client on the retreat will be paid by the client at the time they are incurred. If this is not possible, the client will make payment within SEVEN (7) days of completion of the retreat. If payment is not made within SEVEN (7) days, collection costs may be incurred.
- Should the exchange rate vary more than 5%, then the price of the retreat may also be subject to change.
- The total amount payable will vary if the client has also selected a single room supplement AND/OR the client has been eligible for an early bird saving.

The client may choose from one of the following payment options:

a) Full payment at the time of booking: the client agrees to pay the full amount of the retreat fees (less any applicable discounts) at the time of booking.

b) Payment Option (3x Easy Repayments): the client agrees to pay the required deposit, and then make a maximum of three repayments, according to the following schedule:  
   i) 33% of the retreat fees ($1,798.66) is to be paid up to 90 days prior to retreat date (5 July 2020)
ii) Another 33% of the retreat fees ($1,798.67) is to be paid up to 60 days prior to retreat date (4 August 2020)

iii) Final 33% of the retreat fees ($1,798.67) is to be paid up to 30 days prior to retreat departure date (3 September 2020)

iv) Payments may be made earlier than the agreed dates, and the client may request a varied payment arrangement from The Inner Sacred.

v) If the client is unable to make payment by the dates agreed, she shall contact The Inner Sacred as soon as possible to discuss alternate arrangements

4.2 What is covered. The retreat package fees as agreed shall include the following:

- Airport transfers in Kathmandu
- All road transport to organised activities within Kathmandu, road transport to and from the retreat and during the retreat (as stated in the itinerary)
- Hotel accommodation in Kathmandu (as stated in the itinerary), tea house accommodation during the retreat
- All meals during retreat, with the exception of meals in Kathmandu. This includes 3 meals per day, a Welcome and Farewell dinner
- Yoga, meditation & ritual creation program
- Wages/salaries for all guides, porters, retreat leader and yoga instructors
- Insurance for guides and porters
- Tipping & gratuities for guides, porters and other staff
- Hot showers (limited to one per day)
- Laundry charges (on the trekking trail and in the retreat village only)
- A duffel bag to carry your luggage in and out of the retreat village (to be returned at the end)

The fee does NOT include the following:

- Round-trip International airfare and domestic flights
- Visa and country entry costs
- Airport taxes
- Any domestic transport that occurs outside of retreat dates
- Travel, personal, medical, rescue or cancellation insurance
- Expenses of a personal nature including additional drinks (e.g. bottled water, additional hot beverages, soft drinks, and alcohol), additional food (e.g. snacks, confectionary, fruit and vegetables) and charges for access to wifi, hot showers, boiled and bottled water, donations, laundry, phone calls
- Meals in Kathmandu (unless otherwise stated in the itinerary)
- Additional tips, gratuities and donations
- Any medical expenses that may be incurred

4.3 Price Variations. The price for your trip may change due to currency fluctuations, surcharges, and variations in the expenses included in the cost of the retreat. These charges
will not be applied to you after you have paid in full unless the variations are substantial, in which case, you will be offered the choice of a refund or continuing with the payment of variation.

5. CANCELLATION BY THE CLIENT

The client shall be entitled to withdraw from the contract only upon the times or events set out as follows:

5.1 From 90 days to 60 days (5 July - 4 August 2020). The client gives written notice of cancellation between 89-60 days before the retreat date, the client is liable to pay the deposit amount ($599 AUD), PLUS 25% of the balance of retreat cost ($1,349 AUD).

From 59 days to 30 days (5 August - 3 September 2020). The client gives written notice of cancellation between 59-30 days before the retreat date, the client is liable to pay the deposit amount ($599 AUD), PLUS 50% of the balance of retreat cost ($2,698 AUD).

5.2 From 29 to 0 days (4 September - 3 October 2020). The client is liable to pay 100% of the retreat cost ($5,995) even if she gives written notice, 29 days or less before the retreat date.

5.5 Deposits are non-refundable after 90 days prior to retreat departure date.

5.6 If the client has paid in full, she shall be liable to the above cancellation costs, and only refunded any non-liable portion.

6. TOUR OPERATOR’S RIGHT TO CANCEL AND CHANGE ITINERARIES

6.1 Changes in itineraries. The tour operator may at anytime, without notice, cancel or change the approved and accepted itinerary or substitute retreat packages. The client shall have no claim against the tour operator by reason of any cancellation, change or delay of the retreat package, accommodation and meal options, travelling expenses or other loss, and inconveniences from delays.

6.2 Approximate schedule. Retreat packages and itineraries including departure times and arrival times may be altered at the discretion of the tour or retreat leader due to unforeseen circumstances.

6.3 Deviations and diversions. Clients in all situations shall not have the liberty to deviate from the original itinerary or undertake a diversion from the same advertised and approved itinerary. For whatever reason or reasons necessary, clients who deviate and divert from the advertised and approved itinerary may do so at their own risk and will be liable to pay any expense associated with the change.
6.4 *Interruption of retreat.* If the retreat is interrupted, or unduly delayed or prevented from proceeding as advertised by “Acts of God”, perils of the trail, mountains, rivers and valleys, Acts of Government or the ruling authority, epidemics, natural disasters, fires, landslides, earthquakes, war, hostilities, riots and strikes, or any other circumstance beyond the control and responsibility of the tour operator, the tour operator shall have the right to terminate the purchased retreat at anytime without notice and of any reason whatsoever. In such an event, the tour operator may (at its absolute discretion, of which it shall be the sole judge) refund such proportionate part of the retreat fee.

6.5 *Indemnity by client.* The tour operator shall have the right to be indemnified by the client for all penalties, fines, charges, losses and expenses upon and incurred by the tour operator because of the client, or any other person in the tour operator’s care.

6.6 *Cancellation due to insufficient numbers.* The Inner Sacred reserves the right to cancel the scheduled retreat in the event there are insufficient bookings made to cover the costs of the retreat. This decision is at the absolute discretion of The Inner Sacred. Any amount paid by you will be refunded or credited towards another The Inner Sacred retreat.

6.7 *Operator’s right to refuse client.* The Inner Sacred reserves the right to refuse a client if they feel both the client and the operator is not a good fit to work together on this retreat. In the event that this happens, the client will have all funds paid returned without question.

6.8 *Cancellation upon Government or other advice.* The Inner Sacred reserves the right to cancel where the Australian Department of Foreign Affairs and Trade or other available information indicates the trip should not proceed. This decision is at the absolute discretion of The Inner Sacred. Any amount paid by you will be credited towards another The Inner Sacred retreat.

7. REGULATIONS CONCERNING BAGGAGE AND PERSONAL PROPERTY

7.1 Baggage means backpacks, handbags and bundles containing clothing, apparel, equipment and personal effects.

7.2 *Limitations and Liabilities.* For safekeeping purposes, the tour operator does not undertake to store any contents of a baggage belonging to other persons apart from the client named on the Confirmed Booking Form. The tour operator shall not accept for storage any baggage unless all the contents are declared, listed and personally viewed by the tour operator, its agents or servants. The tour operator will not be held responsible for the loss or damage to any item that is claimed as content in the baggage and which was not personally viewed by the tour operator, its agents and servants.
7.3 Marking of baggage. Each piece of baggage will be marked with the full name and address of the client. The tour operator shall not be liable for loss, damage or delay resulting from the client’s failure to mark each piece of baggage plainly as directed.

7.4 Forbidden items. The client should not take away any natural, historical and cultural items, the importation and exportation of which may be forbidden or which do not conform to customs, police regulations and the laws of Nepal and other countries with which Nepal has treaties and bilateral relations. Should this rule be violated, the client shall be held liable for all resulting fines, losses, damages or delays.

7.5 No flammable, hazardous or dangerous articles. The client warrants that neither her baggage, equipment or other goods which the operator is to transport does not contain any articles that are flammable, hazardous or dangerous.

7.6 Valuables. The tour operator is not responsible for money, jewellery, documents and any other valuables, which clients keep on their persons, in their accommodation or in their baggage.

7.7 Insurance by client. Clients are strongly recommended to obtain adequate insurance to cover her baggage and personal effects from theft, loss, damage and delays.

7.8 Refusal to carry. The operator may in its sole discretion and without giving any reason therefore refuse to carry a client’s baggage and or photographic equipment and/or any other goods at any time.

7.9 Baggage provided for retreat. The tour operator will provide the client with a duffel bag for the retreat, which shall remain the sole property of The Inner Sacred. The client is responsible for ensuring all necessary equipment for the retreat is packed in the bag provided, and not to exceed the weight limit as advised by the tour operator, its agent or staff. Scales will be provided at the hotel for the purposes of weighing bags.

7.10 Daypack. The client understands that it is expected she carry a small daypack with her while trekking. This should not exceed a weight that can be comfortably carried for up to 12 hours per day, for consecutive days. Should the client be unable to continue to carry her daypack due to the weight, she understands and agrees that additional costs may be incurred for the provision of an additional porter, for which she shall be solely responsible, and the payment of which shall be settled at the time of service.

8. PASSPORT
The client must have a valid passport with not less than 6 months validity from the date of intended travel.
9. VISA
The client must obtain a Nepali Visa on arrival at the Tribhuvan International Airport in Kathmandu, or prior to travel from the Nepal High Commission or Consulate General in the client’s country.

LIABILITY DISCLAIMER
The nature of the retreat is that it will be physically demanding on the client. The trekking aspect of the retreat will require the client to undertake walking, hiking, climbing, or a combination of these or similar; tour over difficult and challenging terrain such as along access roads, remote trails, suspension bridges, slippery surfaces, steep stairs, and river edges; climb to high altitude levels below 3000m; and potentially being exposed to extreme elements and animals, reptiles, insects beyond the control of The Inner Sacred.

The client accepts that Altitude Sickness (AS) or Acute Mountain Sickness (AMS) is a possible risk on this retreat, and should she experience any of the symptoms of AS or AMS she will notify the retreat leader immediately. Should the tour operator, its agent, or staff advise the client to descend, the client agrees to follow the given advice without question. The tour operator, its agents and staff shall not be held liable should the client refuse to follow the given advice.

10. LIMITATION ON TOUR OPERATOR’S LIABILITY
10.1 No liability for certain events. The tour operator and its agents including its staff, guides and porters shall not be liable for loss, death, or delay of injury, to any client, or loss or damage or delay to her baggage, personal effects or other property arising from Acts of God, public enemy, Government restraint, riots, strikes, labour troubles whoever may be the instigators thereof, epidemics, civil disturbances of whatever nature, perils of the trail, mountains, rivers and valleys, Acts of Government or ruling authority, natural disasters, fires, landslides, earthquakes, war, hostilities or any other causes of circumstances beyond the tour operator’s control and responsibility.

10.2 Limitation on Client’s liability with respect to baggage and personal property. This liability shall not exceed USD150 in the event of loss, damage or delay to any of the client’s baggage or other property taken with her on the retreat.

OTHER OPERATORS AND SUB-CONTRACTORS
Whilst all care is taken, no responsibility or liability whatsoever is borne or accepted by the tour operator for any other operator that is included, for any reason, as part of the package. The client agrees that any independent contractors with whom the Company contracts, provide their services subject to their usual terms and conditions.
MINIMUM AGE OF THE CLIENT

In signing this contract, the client agrees that they are at least 18 years of age at the time of retreat departure. If the client is not at least 18 years of age at the time of the retreat, The Inner Sacred reserves the right to cancel the client's booking, without question. Any deposit paid at the time of booking will not be refunded.
Yoga Waiver & Release of Liability

1. The client will receive instruction about yoga and meditation. During participation during the retreat offered by The Inner Sacred, the client will receive information and instruction about yoga and meditation. The client recognises that these activities require physical exertion that may be strenuous and may cause physical injury. The client agrees that she is fully aware of the risks and hazards involved.

2. The client will consult with a physician and provide a medical certificate. The client understands that it is her responsibility to consult with a physician prior to and regarding her participation in the retreat and any overseas travel precautions. In accordance with clauses 2.1, 2.4 and 2.7 of this contract, the client warrants that she is physically fit and has no medical conditions that would prevent her full participation in the retreat offered by The Inner Sacred, and furthermore, agrees to provide a medical certificate from her physician prior to retreat departure stating that she is fit to participate in all aspects of the retreat.

3. During yoga or meditation classes. The client agrees that if she feels discomfort or strain during yoga or meditation classes, she will gently come out of the posture. She may rest at any time during the class. The client understands that during yoga it is important to listen to your body, and respect its limits on any given day.

The client understands that yoga includes physical movements as well as an opportunity for relaxation, stress re-education and relief of muscular tension. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. The client agrees that if she experiences any pain or discomfort, she will listen to their body, discontinue the activity, and ask for support from the instructor. The client agrees that she will continue to breathe smoothly. The client assumes full responsibility for any and all damages, which may incur through participation.

The client understands that Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. By signing this waiver, the client affirms that a licensed physician has verified her good health and physical condition to participate in such a fitness program, as required above. In addition, the client will make the instructor aware of any medical conditions or physical limitations before class.

4. Pregnancy. The client understands that this retreat is not advised during pregnancy. If the client is pregnant, becomes pregnant or is post-natal or post-surgical, her signature verifies that she has her physician’s approval to participate. Furthermore, the client asserts that she is of fit health to participate in the retreat and will alert all teachers whose sessions she participates in that she is pregnant.
5. *Client’s decision to practice yoga.* The client affirms that she alone is responsible to decide whether to practice yoga and that participation is at her own risk. The client agrees to irrevocably release and waive any claims that she has now or may have hereafter against The Inner Sacred and its instructors for any personal injury or negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.