

# Retreat Terms & Conditions

You (or “yourself” or “Attendee”) accept these terms and conditions when you make a booking or reservation for a Retreat with Kris Franken (ACN 138 026 267) (“Kris,” “we,” “us”). For the avoidance of doubt, this means that by completing an on-line reservation/booking and accepting these terms and conditions and any house rules published on our site (at [www.krisfranken.com](http://www.krisfranken.com)), you accept these terms and conditions as a binding contract between Kris Franken on behalf of yourself and any other members of your booking.

## 1. Informed Decision

You acknowledge and confirm that:

- o you have read the materials provided by us that describe the applicable retreat (“Retreat”) (including but not limited to the information set out at <https://www.krisfranken.com/byron-bay-retreat>);
- o your responsibilities while participating in the Retreat, and the potential health, safety, and other risks associated with your participation in the Retreat, including but not limited to accidents or illness, disease, poor sanitation, inadequate medical care and facilities, terrorism, acts of god, accidents, crime, the hazards of travel by air, train, boat, and motor vehicle, poor weather conditions and natural disasters; and
- o you have taken the opportunity to ask any questions about the Retreat, and the responsibilities and risks involved, and are willingly and freely assuming any and all risks associated with domestic or international travel and the Retreat in general.

## 2. Responsibility for Preparation

- o Your health. You warrant to Kris Franken (and Kris Franken relies on such warranty) that your physical condition and health are suitable to participate in the Retreat, and you have and will take any necessary medical precautions before embarking on the Retreat (and during the Retreat if necessary).
- o Travel insurance. Kris Franken strongly recommends that you purchase adequate and relevant travel insurance. It is the Attendee’s responsibility to purchase adequate and relevant travel insurance to cover them for any instance including loss, damage or illness.

## 3. Health and Health Insurance

- o You acknowledge that you are responsible for obtaining all recommended and necessary immunisations.
- o You warrant that he/she is responsible for educating and informing him/herself and discussing with his/her health care provider diseases, illnesses, and other health concerns that may result from traveling and participating in the Retreat. Attendee further warrants that he/she has been examined by a qualified physician of his or her choice; that such physician was in possession of all pertinent facts concerning Attendee and the Retreat; and that such physician has advised Attendee of the medical advisability of participation.

- o You assume all risk and responsibility for his/her medical needs while a participant in the Retreat, and acknowledges that Kris Franken is not responsible for the provision and quality of medical treatment or hospital care received while such a participant.
- o In the event of a medical emergency, however, you authorise Kris Franken to take action deemed in good faith to be necessary for his/her health and safety.
- o You assume full financial responsibility for, and releases Kris Franken from any and all liabilities resulting from the good faith exercise of this authority.
- o YOU WARRANT THAT YOU ARE CURRENTLY ENROLLED IN A HEALTH INSURANCE PROGRAM THAT PROVIDES COVERAGE FOR EXPENSES INCURRED WHILE PARTICIPATING IN THIS RETREAT.

#### 4. Full Payment and Cancellations

- o **Deposit.** An initial deposit of **\$450** is required with each booking or reservation for a Retreat. Until we have received your payment, a booking purchase or reservation is not guaranteed and may be cancelled without notice. Kris Franken reserves the right to decline any booking at their discretion.
- o **Full payment.** The full fee of the applicable Retreat is payable **four (4) weeks** before the start of the applicable Retreat, unless we agree otherwise in writing.
- o **Cancellation.** If you wish to cancel your booking or reservation **fourteen (14) days'** prior to the date of the applicable Retreat, you must notify us in writing via [hello@krisfranken.com](mailto:hello@krisfranken.com). Any cancellation of booking or reservation may enable you to roll-over your deposit into a future Retreat, however, there will be no cash or credit refund of the deposit.
- o **Late cancellation.** If you fail to pay the full fee of the applicable Retreat, or otherwise cancel your booking or reservation within **fourteen (14) days'** prior to the date of the applicable Retreat, we have the right to cancel your booking or reservation, and you will not be able to roll-over your deposit to another Retreat, or entitled to a refund.
- o **Unforeseeable circumstances.** If any of the following events occur, the applicable Retreat may be cancelled or rescheduled and refunds or compensation payments cannot be made: any unusual and unforeseeable circumstances beyond our normal control, which the consequences of could not have been avoided even when exercising all due care; such circumstances or events include, but are not limited to, a pandemic, domestic or international border closures, war, or threat of war, riot, civil unrest, industrial disputes or strikes, unavoidable technical problems with the retreat centre, transport, or closure or congestion of airports, terrorist activity, natural disasters, industrial disasters, fire, theft, flooding adverse weather conditions.

#### 5. Retreat Offer & Additional Costs

- o **Retreat offer.** During the Retreat, you will be offered:
  1. on full-retreat days, three (3 ) meals per day at breakfast, lunch, and dinner.
  2. on arrival day, you will be offered a welcome dinner, and
  3. on departure day, you will be offered a breakfast and lunch.

- o **Additional costs.** You will be responsible for all additional costs incurred during the Retreat. All extra spa AND holistic therapies, additional meals, snacks etc., will be charged as extras to the cost of the retreat. If you fail to settle your account (extras) in full prior to departure, and as set out by the Retreat director, your credit card being will charged for the appropriate amount, in addition an administration fee equal to 10% the total unpaid bill will be added to the charge. If you believe there is a discrepancy with any additional charges, you must notify the retreat Director by 2.00pm / 14.00 at the latest on the last full day of the Retreat either in person or via email at hello@krisfranken.com. The last full day of the Retreat will be deemed to be the last day of the Retreat, prior to the official departure day.

## **6. Changes to the Retreat**

- o The duration, itinerary, or other details of the Retreat may be cancelled, curtailed, altered, or modified without prior notice or obligation to you.
- o If the Retreat is curtailed, refund shall be made of an appropriate share of such monies paid to Kris Franken, said sum to be determined by Kris Franken in its sole discretion.

## **7. Copyright & Media**

- o Kris Franken reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities related to the Retreat. Kris Franken reserves the right to take such actions as it deems appropriate or necessary to restrain or prevent infringement of such copyright.
- o Kris Franken reserves the right to take any photos and/or recordings of Attendees during the Retreat and you accept that all rights whatsoever arising in the recordings will be solely owned by Kris Franken. If you wish for this to not occur please specify to the Retreat director.
- o You accept and agree that any photos and/or recordings may be used by Kris Franken at its absolute discretion in any manner, including but not limited to its web site, promotional material, and advertisements.

## **8. Compliance with Laws, Regulations & Rules**

- o You must abide by all laws of all places visited, including but not limited to laws governing the use of alcohol and drugs. If you choose to consume alcohol, as allowed by law in any relevant jurisdiction, you agree to do so responsibly and at your sole risk.
- o You agree to comply with all rules, regulations, and standards of conduct, including but not limited to violations of any code of Retreat conduct fixed by Kris Franken, its agents, and employees who, in the event of violation, reserve the right to limit or terminate your participation in the Retreat.

o If your participation in the Retreat is terminated (excluding you from further participation in the Retreat), return to your home will be at your sole expense, arrangement and risk.

## **9. Release of Claims**

o Attendee, individually, and on behalf of its heirs, successors, assigns and personal representatives, hereby indemnifies and releases fully and finally from any and all liability, claims, loss, suits, demands and damages, brought by the Attendee (or and including by any third party as a consequence of any act or omission of the Attendee) and covenants not to sue or cause to be sued in any judicial or administrative forum, or otherwise, Kris Franken and its officers, agents, and employees with respect to any and all matters relating to or arising from Attendee's conduct (including acts and omissions) and participation in the Retreat.

o It is understood and agreed that Kris Franken shall in no way be deemed responsible for the operation or management of any means of transportation, public or private, or facilities used by the Retreat or any Retreat participant, and the Attendee's participation on any Retreat or transportation or event or activity will be solely at their own risk.

o Further, should the Attendee engage in any activities which involve a risk to person or property, and any activity while intoxicated or under the influence of any substance, they do so at their own risk and agree Kris Franken shall in no way be liable for the Attendee's actions, safety, loss and damage.

## **10. Complaints**

We are confident that you will not have any cause for concern during your retreat. However, if you should have any problems during your stay this should first be brought to the attention of the retreat director. If you are not satisfied with the local resolution, then, any further comments or suggestions should be put in writing, within 14 days of your return, specifying the problems to [hello@krisfranken.com](mailto:hello@krisfranken.com).

## **11. Modification**

We may modify these terms and conditions at any time by posting a revised version at <https://www.krisfranken.com/byron-bay-retreat>

## **12. Governing Law**

These terms are governed by the courts and laws of New South Wales. In the event that any provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the validity or unenforceability will not affect the validity or enforceability of the provision to the other persons or circumstances, and the provisions shall remain in full force and effect.