



TERMS & CONDITIONS



Please read the following terms and conditions carefully prior to booking a retreat with us. These terms and conditions apply to your booking with KYoga (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 upon our confirmation of your booking. We strongly recommend that you understand the itinerary, style, and physical demands of the trip you are undertaking.

THESE TERMS

These terms apply if you make a booking to attend one of KYoga' Retreats. In this document, KYoga is also referred to as 'we', 'us', and 'our'. If anything in this document differs from what you have been told by Our People, this document will take precedence.

By placing your booking for our retreats, you accept and agree to abide by these terms and conditions. A booking for a KYoga retreat is confirmed when your minimum deposit is paid. By providing your Personal Information to us, you agree to our [Privacy Policy](#).

We have not waived your rights if we do not enforce any right contained in these terms during a particular time frame. We may update these terms and conditions from time to time. The most up-to-date version of these terms will always apply.

Copies of the current version of these terms are available on our website. These booking terms and conditions apply to bookings you make with Kyoga. We will rely on the authority of the person making the booking to act on behalf of any other travelers the booking and that person will bind all such travelers to these terms and conditions.



INCLUSIONS

The land price of your trip includes:

- 5 nights' accommodation
- Airport transfers to and from accommodation *
- Bicycle Hire
- Breakfast each morning
- 9 classes (yoga and sound bowls)
- 4 evening meals
- Travel advice and trip support

EXCLUSIONS

The land price of your trip does not include:

- International or internal flights
- Taxes and excess baggage charges
- Meals other than those specified above
- Visa and passport fees
- Travel Insurance
- Optional activities and all personal expenses.

OPTIONAL ACTIVITIES

Optional activities not included in the trip price do not form part of the trip or this contract.

Optional activities that we can arrange include:

- Cooking School
- Tailoring and shopping trips (includes clothes tailoring, leather, footwear, jewelry)
- Spa/beauty treatments including massage, nails, eyelashes, facials
- Hairdressing
- Ter Dah acrobatic show
- Cham Island boat trip
- Transport to & and from Old Town Hoi An

You accept that any assistance given by us or local representatives in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

DIETARY REQUIREMENTS

Please advise us of any dietary or other requirements at the time of booking. Our meals are provided by local family restaurants that will not be able to cater to all dietary requirements. You need to discuss your dietary requirements with us at the time of booking so that we can determine if you will be able to participate in the retreat. No credits or refunds will be given if meals are not able to be provided by our chosen restaurant partners that meet your dietary requirements. Personal information regarding your dietary requirements is collected and managed in accordance with our privacy policy.

TRAVEL ARRANGEMENTS

KYoga Retreats include the accommodation, Classes, some meals, and activities which are specified as included in your booking.

Hoi An Yoga Retreat Experience does not include insurance, travel insurance, taxes, airfares, or other travel costs outside of the specified inclusions. It is your responsibility to:

- (a) make arrangements and pay for travel to and from our Retreat locations;
- (b) ensure that you have a valid passport, visa, and re-entry permits that meet the requirements of the immigration and other government authorities in the Retreat locations ('Travel Documents').

By making a Retreat booking with us you warrant that you have all Travel Documents required to attend the Retreat. Any fines, penalties, payments, or expenditures incurred as a result of Travel Documents not meeting the requirements of those authorities will be your sole responsibility.

We strongly recommend that you take out appropriate travel insurance for the duration of the trip.

You must familiarise yourself with any health requirements and recommended precautions relevant to your travel to our Retreats and ensure that you carry all necessary vaccination documentation as may be required. You should consult with your local doctor, travel medical service, or specialist vaccination clinic before commencing your travel to our Retreat. DFAT also provides general destination health advice on its website smartraveller.gov.au.

YOUR AGE AND HEALTH

You must be aged 18 years or over to participate in our Retreats.

It is your responsibility to ensure that you obtain proper and detailed medical advice prior to travel for the latest health requirements and recommendations for your destination.

If you require medication, you are responsible for bringing, maintaining, and using these as per the advice of your medical practitioner or chemist.

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. Despite your disclosures and any medical certificates provided, you are wholly responsible for your own health, safety, and well-being 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. Upon each booking of a Retreat, and each time you attend one of our Retreats and participate in Retreat Classes, you warrant that:

- (a) you are in good medical and physical condition; and
- (b) there is no reason, medical or otherwise, why you should not participate in the Classes.

We reserve the right to refuse you from participation in a Retreat or from parts of a Retreat or Retreat Classes, whether you have paid in advance for the Retreat, or not, if we:

- (a) perceive a reasonable risk of injury to you or any other person due to your participation; or
- (b) perceive that you have an infection, contagious illness, physical ailment open cut or sore; or
- (c) determine that your behaviour is disruptive to other students and the overall Retreat experience.

By participating in any Retreat and each Retreat Class you agree to the following:

- (a) you will comply with all directions and policies connected to your participation;
- (b) you acknowledge that any type of exercise involves risk of injury which may result in death or serious disability;
- (c) despite such risk, you agree that you participate entirely at your own risk of injury or bodily harm to yourself and others;
- (d) you release us and all of Our People and any other persons involved in your participation in any classes from any action, claim, suit, or demand for compensation whether for damage to property or personal injury arising from your participation;
- (e) you understand that these terms are contractual and may be relied upon in any proceedings by or involving you and your heirs, executors, and assigns;
- (f) to the fullest extent permitted by law, we make no warranties about the goods or services we supply. Where you have the benefit of guarantees that cannot by law be excluded or varied, our liability for breach of any such guarantee is limited (at our option) to:
 - (i) repair or replacement of goods;
 - (ii) re-supply of services;
 - (iii) payment of the cost of same.

(g) Our People:

(i) are not medically trained;

(ii) are not qualified to assess if you are in good physical condition;

(iii) are not qualified to assess if you are physically capable of yoga or other active or passive exercise without risking your health, safety, or comfort.

ACCEPTANCE OF RISK

You will be visiting places where the political, cultural, and geographical attributes are different and present challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate.

However, it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal and physical risks attendant upon such travel. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

For up-to-date travel advice please contact the Department of Foreign Affairs and Trade or visit their website at www.smarttraveller.gov.au

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 15 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.

Travel insurance is mandatory for all our retreat attendees and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses, and emergency repatriation with a recommended minimum coverage of US\$200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage, and personal effects. You must provide your travel insurance policy number and the insurance company's 24-hour emergency contact number prior to departure; you will not be able to join the trip without these details.

If you have travel insurance connected to your credit card or bank account, please ensure you provide details of the participating insurer, the insurance policy number, and the emergency contact number, rather than the bank's name and credit card details.

Guests should obtain full travel insurance upon booking the retreat covering all medical expenses, retreat activities, and a trip cancellation policy in the unlikely event that the retreat is cancelled or in case of a personal emergency that will prevent you from attending.

Every guest must provide KYoga with full insurance details prior to departure.

PASSPORTS & VISAS

You must ensure you have valid passports, visas, and re-entry permits that 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 travelers 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 Kyoga from all responsibility and liability for any refusal of entry, detainment, or other action of immigration or other government authorities that 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 that you may suffer in reliance on it.

DATA USE AND PRIVACY

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).

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers, or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our [privacy policy](#).

PHOTOS AND MARKETING

Photos and videos will be taken documenting each retreat and used 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.

All retreat guests agree that you may be photographed and/or filmed during your stay and/or activities in connection with the retreat, and also agree that such recordings may be used for promotion and/or advertising purposes without any further consent.

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

FEEDBACK

We welcome feedback from all of our customers. Feedback on the tour can be given to your tour guide. If wish to provide feedback after your tour please contact us by email at karina@kyoga.com.au. If you have a complaint about your trip, please inform us at the time in order that we can attempt to rectify the matter.

If satisfaction is not reached through these means, then any further complaint should be put in writing to us within 30 days of the end of the retreat. Complaints made outside this timeframe may not be considered.

PAYMENT POLICY

Retreat fees do not include airfares or other travel costs, insurance, or taxes. To secure your spot on our Retreat, you must pay a minimum deposit of \$700 non-refundable deposit. The remaining balance must be paid no later than 150 days prior to the start date of the Retreat, or we reserve the right to cancel your spot at the Retreat and retain the deposit.

If you book 150 days or less prior to the start of the Retreat, you must pay the full amount at the time of the booking. Payment of deposit and final balance payment of fees for your Retreat is to be paid via bank transfer. There will be no refunds of Retreat fees in any circumstances except for those listed below. Transfer of bookings for our Retreats is only permitted with our written approval.

You are responsible for paying for all extra services not included in the retreat package. This includes flights, transfers, travel insurance, any optional extra activities that are not part of the retreat program, and all other personal expenses.

CANCELLATION POLICY

It is the responsibility of the guest to read and understand our cancellation policy before making a reservation. KYoga does not offer refunds outside of those dates listed below. This is due to the prepaid nature that we must adhere to with our facilities and 3rd party service providers.

You acknowledge and agree that:

- (a) your minimum of \$700 deposit is non-refundable in all circumstances;
- (b) if you cancel 150 days or less prior to the Retreat, the full amount you have paid (if applicable) with the exclusion of the non-refundable \$700 deposit will only be refunded to you if a replacement attendee can be found.
- (c) We do not offer credit for a guest arriving late or leaving early. This includes unforeseen issues such as family-related illness, or COVID diagnosis.
- (d) KYoga reserves the right to change its location due to unforeseen issues (e.g., third-party delays or problems, construction, etc.). KYoga will ensure the standard is kept the same in all the partnering villas/resorts.

Exceptions to our policy cannot be made for any reason, this is why it is imperative to get travel insurance as soon as you have paid the deposit. Please make sure that natural disasters and personal injuries are covered. We do not offer credit for arriving late or leaving early. All cancellations must be made in writing via email to karina@kyoga.com.au. If you cancel some or all portions of your booking cancellation fees may apply. A cancellation will only be effective when we receive written confirmation of the cancellation. You are required to pay a non-refundable deposit of \$700 AUD at the time of booking.

You are strongly advised to take out travel insurance at the time of booking which will cover cancellation fees. If you fail to join a tour without reason, join it after the departure time, or leave it prior to its completion, no refund will be provided. The above cancellation fees may be in addition to fees that may be levied by accommodation providers, travel agents, or third-party tour and transport operator fees.

KYOGA CANCELLATION POLICY

Kyoga may cancel a Retreat if a minimum quota of attendees has not been reached within 90 days prior to the Retreat start date.

Kyoga is not responsible for any expenses incurred in preparation for any canceled Retreat, such as airline tickets, loss of work, and/or other costs associated with preparation for your trip. It is imperative to get travel insurance as soon as you have paid the deposit.

Kyoga shall not be liable for any failures beyond its control. This covers natural disasters, war, closure of airports, civil strife, accidents, or failure to perform by third parties, including suppliers and subcontractors that cause a delay or cancellation of a retreat or its services.

We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability, relevant government advice, or other external events it is not viable for us to operate the planned itinerary.

Our performance under these terms and conditions is subject to acts of 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.

BEHAVIOUR

KYoga may refuse to carry a person whose behaviour is detrimental to the enjoyment of the group. By travelling with KYoga, you agree to accept the authority of the guide and accept their decisions. Our staff are entitled to a safe working environment and our retreat attendees to a safe and great experience. Any threats to safety, physical, verbal, or inappropriate behaviour may result in removal from the trip. If we require you to leave the retreat no refunds will be given and you will be responsible for your own travel costs and arrangements from that point.

GOVERNING LAW

These terms are governed by the laws of Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

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.

LIABILITY

To the maximum extent permitted by law, neither we nor any of our related bodies corporate, directors, employees, or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense, or inconvenience caused directly or indirectly by the acts, omissions, or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

LIMITATION OF LIABILITY

We contract with a network of companies, government agencies, and individuals to assist in the running of our trips as agents for these third parties. We are not responsible for the acts and omissions of these third parties. In consideration of your participation in the trip, to the extent permitted by law, you:

- (a) release and will release us from all claims that you may have or may have had but for this release arising from or in connection with participation in the trip; and
- (b) release and indemnify us against any claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by us or in any other manner whatsoever; and
- (c) indemnify and will keep indemnified us to the extent permitted by law in respect of any claim by any person:
 - (i) arising as a result of or in connection with your participation in the trip; and
 - (ii) against us in respect of any injury, loss, or damage arising out of or in connection with your failure to comply with the trip or our rules and/or directions, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the claim is caused or contributed to by the grossly negligent act or omission by us.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking. Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits, or economic loss, however it arises, or for indirect, special, punitive or exemplary damages. KYoga shall not be liable for 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, pandemic outbreak, war or threat of war, riot, civil unrest, industrial disputes or strikes, accidents or failure to perform by third parties, including suppliers and subcontractors, unavoidable technical problems with the accommodation, transport or closure or congestion of airports, terrorist activity, natural disasters, industrial disasters, fire, theft, flooding, and adverse weather conditions. In the event of any of the above, refunds and compensation payments cannot be made.

KYoga accepts no liability for loss, damage, injury, or illnesses that may be received during the guest's stay or traveling to and from KYoga retreats. All guests must take responsibility for their own medical and physical fitness and be able to use our facilities and participate in activities.

Kyoga is not liable for any injuries or losses to guests, in the use of retreat facilities or participation in activities.

While all care is taken, KYoga cannot accept any responsibility for the loss or damage of personal possessions or valuables of guests.

All guests must take responsibility for their own medical and physical fitness and able to use retreat facilities and participate in activities.

Subject to the 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.

DEFINITIONS

Classes mean all classes (including Yoga, and Sound bowls), workshops, and sessions(whether group or individual) with Our People.

Facilities mean the premises in which the Retreat is located as well as all its contents.

Our People means the principles and any staff or contractor of KYoga. Personal Information means any information capable of identifying an individual including name, address, phone number, and email address.

Retreat means the retreats organised by Us at various locations from time to time which may include Yoga, Pilates, meditation, and related activities, as well as accommodation and meals included in the retreat.

Individual retreat activities, itineraries, fees, and payment arrangements, and availability will be in accordance with individual retreat descriptions posted on our website and may be subject to change.