



TERMS & CONDITIONS

Detox Destinations Pty Ltd trading as Detox Destinations, asks that you please read the following Terms and Conditions and fully consider the following prior to booking a program/package or retreat.

By booking with Detox Destinations and paying the non-refundable deposit or full payment, you acknowledge that you have read, understood and agree to be legally bound by these Terms and Conditions. Detox Destinations may amend these terms and conditions at any time. All amended Terms and Conditions shall automatically be effective upon being posted on the website (www.detoxdestinations.com.au). If you have paid a deposit on a program / retreat, Detox Destinations will notify you as soon as possible of any changes.

GENERAL:

- All programs are for land content only – and do not include any international or domestic air travel, travel insurance or other travel arrangements (other than what is detailed and accepted in the booking confirmation and as indicated on the website).
- Any person(s) participating in any program/retreat is 18 years old or over.
- Where a person(s) has made a booking on behalf of person(s) other than themselves, the guest/participant confirms that they are acting with the full knowledge and authorisation of such other person(s) and that they have the full consent of such person(s) to bind that person(s) to these Terms and Conditions.
- All arrangements are subject to availability at time of booking, and subsequent booking confirmation.
- Payment Plan Option by Credit Cards will incur a surcharge as follows – MasterCard or Visa 3.056%
- Payments Plan Option from nominated Bank Account will incur a surcharge of AUD\$1.23/transaction
- Payments may be made also by EFT and payable to Detox Destinations Pty Ltd
- All payments for programs are payable to Detox Destinations Pty Ltd
- A deposit of 25% is required upon confirmation of all bookings - this deposit is non-refundable and payable within 2 days of date that your booking is confirmed.
- Balance of monies due no later than 30 days prior to check in date.
- Reservations made within 30 days prior to check in date or commencement date of program/retreat must be paid in full.
- Failure to pay the full amount by the due date may result in a late payment fee or cancellation (with the deposit being non-refundable)
- Bookings/monies paid are non-transferrable to another person(s)
- Bookings/monies paid are non-transferrable to any future programs/dates

CANCELLATION:

By Detox Destinations – Detox Destinations reserves the right to cancel or re-schedule a booking and will advise the guest/participant of such cancellations no later than 15 days prior to the start date of the program or retreat. Detox Destinations will offer an alternative program or retreat date, or a credit for a future program or retreat with Detox Destinations. Should the guest wish, Detox Destinations will refund all land cost payments the guest has made to Detox Destinations. Detox Destinations will not be liable for any additional costs incurred by the guest/participant. Detox Destinations is not responsible for any other travel arrangements affected due to our cancellation.

By guest – should a guest need to cancel a booking, they will be required to notify Detox Destinations in writing as soon as possible and the cancellation date will be effective on the date of receipt of notification by Detox Destinations. Cancellation fees, applicable per person or booking basis, are listed below:

- More than 90 days of scheduled program/retreat commencement date: 100% refund - less the 25% non-refundable deposit or \$150 Cancellation Fee (whichever is greater).
- Between 61-90 days of scheduled program/retreat commencement date: 50% refund of the amount paid – less the 25% non-refundable deposit.
- Between 31-60 days of scheduled program/retreat commencement date: 25% refund of the amount paid – less the 25% non-refundable deposit.
- 30 days or less prior to scheduled program/retreat commencement date: No refund.
- Please note – the 25% deposits are non-refundable and there is no refund for unused portions or unused services for the program/retreat. Penalties and fees imposed by our suppliers may be additional and if imposed, will be deducted from the above refunds.

AMENDMENTS:

- For any amendments to your booking(s) after the due date for final payment, a fee of AUD\$50 will be charged per booking.

MINIMUM GROUP NUMBER:

- Each program/retreat is subject to a minimum number of six (6) persons.
- If the min. number of guests is not reached, the program/retreat may be cancelled with all monies refunded.
- Or Detox Destinations may offer the option – if we re-cost the program/retreat and the guest decides not to proceed, all monies will be refunded – or the guest may choose to continue with the program/retreat within an increase in land costs.
- Please note that with the offer of a re-cost of program/retreat services may be modified to accommodate a smaller group.

PRICING POLICIES:

- All quoted prices are per person (or as otherwise advised in your quote or booking confirmation) and land based only – and include planning, handling and operational charges.
- Prices quoted are in the currency conversion of the cost from the country to which you will travel – this is subject to fluctuation. The final currency conversion will take place on the day the final payment is received.
- Detox Destinations reserves the right to adjust program/retreat prices to cover changes in costs, tariffs and taxes received after prices are published, and to reflect fluctuations in foreign exchange markets.

- Detox Destinations is under no obligation to provide breakdown costs involved in any program/retreat.
- All quoted program/retreat prices are current at the time of publication and are susceptible to currency fluctuations.
- Detox Destination reserves the right to alter the program/ retreat prices in accordance with changes in foreign exchange rates and changes in prices for services.

INCLUSIONS IN PROGRAMS/ RETREATS:

- Inclusions will include all accommodation as indicated and accepted in your quote and subsequent booking confirmation.
- Inclusions will include the nominated program/retreat as indicated and accepted in your quote and subsequent booking confirmation.
- Services of a Detox Destination Holiday Director or guide, for the period of your program/retreat as detailed on website (does not include extended length of stay for accommodation).

BAGGAGE AND PERSONAL EFFECTS:

- Baggage and personal effects are at owner's risk throughout the program/retreat.

EXCLUSIONS:

The Detox Destinations' programs/retreats do not include:

- International air or transport fares prior to, or post the program/retreat.
- Costs associated with obtaining passports and visa fees.
- Arrive and departure taxes, tariffs, levies and other charges including city taxes.
- Personal Travel Insurance, medical expenses and vaccinations and any other insurance charges.
- Meals or beverages - other than specified in the program/retreat.
- Personal expenses including, but not limited to laundry, gratuities, presents, phone calls, internet.
- Additional activities and the hire of holiday guides not specified in the program/retreat
- It is the responsibility of the guest(s)/participant(s) to ensure settlement of any charges made by a hotel (all hotels require your passport and validation of a credit card upon check in) for any extra services ordered directly by the guest(s)/participants(s) – such as room service, mini bar, laundry, communication charges such as telephone, fax, email, internet or items of a personal nature.

SOLO GUESTS:

- Detox Destinations' preference and recommendation is to not share a room (with an unknown guest) during any program or retreat.
- However, if you have booked and paid for a Twin Share Room, but are a solo guest; Detox Destinations will endeavour to match you with another individual of the same sex to share your room during any program/retreat.
- Should Detox Destinations not have the required number of booked guests for you to share a twin room, you will be required to pay the difference/extra for a single occupancy room.
- Detox Destinations does not, and will not accept any responsibility either ethically or financially, should a Solo Guest decide during the program/retreat to change their room booking to an alternative room. And the Solo Guest will be responsible for any additional monies and payments required for room changes during the program/retreat.

INDEPENDENT INTERNATIONAL AND DOMESTIC TRAVEL ARRANGEMENTS:

- All program/retreat participants must provide Detox Destinations with their schedules for international and domestic flight schedules no later than 45 days prior to the program/retreat start date.

CHANGES TO PROGRAMS / RETREATS:

- Detox Destinations pledges to make every effort to operate all programs and retreats as advertised.
- If for any reason Detox Destinations is forced to change a booking or part thereof, for reasons beyond our control prior to, or during the actual program/retreat – Detox Destinations bear no responsibility for this and reserve the right to vary the program/retreat and provide you with prompt notice thereof. Any savings realised by these changes will be refunded to guests/participants. Any resultant expenses will be covered by Detox Destinations.
- Detox Destinations reserves the right to change the activities that may be included in any of the programs/retreats due to weather conditions or circumstances beyond its control. These decisions are final and may not be disputed before, during or after the program/retreat.
- Detox Destinations reserves the right to change the Teachers/Instructors/Providers for any of the programs/retreats. These decisions are final and may not be disputed before, during or after the program/retreat.

PASSPORTS AND VISAS:

- It is the responsibility of the guest/participant of any programs/retreats to ensure that your passport is current.
- All international passengers require a current passport with a min. 6 months validity after the return date of your international flights and it is recommended that you have at least 3 blank pages for immigration and visa stamps.
- Visa and entry requirements vary for different nationalities and depend on the countries visited during your program/retreat – you are advised to contact appropriate consulates to ascertain visa and entry requirements.
- Visa, entry and passport requirements are not the responsibility of Detox Destinations.
- Detox Destinations is not liable for any loss or expense due to a passenger's failure to have a valid passport or visa, or failure to meet the visiting countries entry requirements.
- For security reasons, airlines require your name exactly as it appears in your passport and on any supporting documentation etc. – it remains the responsibility of the guest/participant/passenger to advise and ensure that these details are correct. If you do not provide the correct information and airline tickets or other documentation need to be re-issued, you are responsible to pay all costs incurred.
- Detox Destinations cannot be held responsible for any delays, damages and/or losses, including missed portions of programs/retreats, relating to improper or insufficient travel documentation.

TRAVEL INSURANCE POLICY:

- It is a condition of participating in any of the Detox Destinations program/retreat that all guests/participants must take out Comprehensive Travel Insurance.
- Please ensure that you check your travel policy carefully to ensure that you are covered for all holiday delays, holiday cancellations, holiday interruption, baggage insurance, health, accident and emergency evacuation.
- Please email, or send a copy of your travel insurance policy to Detox Destinations no later than 45 days prior to the commencement date of your program/retreat.
- Please note that guests without Comprehensive Travel Insurance (covering all of the above) may be refused to participate in the program/retreat.
- If a guest/participant refuses to, or is unable to provide a copy of their Comprehensive Travel Insurance Policy/details, Cancellation Fees will apply as indicated in these Terms & Conditions.

CONSULAR TRAVEL ADVISORIES AND WARNINGS:

- It is the responsibility of the guest/participant to be informed about the most current travel advisories and warnings by referring to their country's Embassy Department travel website.
- In the event of a travel warning against travel to the specific destination location(s) of the program/retreat – Detox Destinations will also consult embassies to confirm or cancel a program/retreat. If the program/retreat continues and the guest/participant still chooses to travel, notwithstanding any travel advisory or warning, the guest/participant assumes all responsibilities and risks of personal injury, death or property damage.
- Detox Destinations is not liable for any incident/result that may arise out of the events like those advised or warned against.

GUEST/PARTICIPANT MEDICAL ADVISORIES & CONDUCT:

To enjoy the program/retreat as intended, a minimum to reasonable level of fitness and health is required:

- All guests/participants should have the capacity to participate without any assistance.
- All guest/participants represents and warrants that they are physically fit, capable and have no medical condition, which would prevent their full participation in the program/retreat.
- All guests/participants acknowledge that during their program/retreat if they are participating in any activity, including, but not limited to colonics (colemas), yoga and Bikram Yoga, during which they will receive instruction about the activity – the guest/participant acknowledges that they are aware of hazards and risk involved and participate at their own free will and accept all responsibility.
- All guests/participants acknowledge and understand that it is their responsibility to consult with a physician or medical practitioner prior to, and regarding their participation in any Detox Destinations' program/retreat.
- All guests/participants are required to notify Detox Destinations if there has been any change to their health, following the payment of the non-refundable deposit or full payment, and prior to their commencement date of their program/retreat, which may affect their ability to participate in the program/retreat. At the discretion of Detox Destinations, and provision of medical supporting documentation, will determine if a refund will be applicable.
- All guests/participants will not hold Detox Destinations' Directors or employees, associated service providers, contractors or other relevant companies legally or financially responsible for any injuries, caused whole or in part by the guest/participant, or by any physical impairment of the guests/participant not fully disclosed by the guest/participant in writing.
- All guests/participants will not hold Detox Destinations' Directors or employees, associated service providers, contractors or other relevant companies legally or financially responsible for any illness or food reactions suffered.
- Detox Destinations reserves the right to decline or remove any guest/participant from the program/retreat, at the expense of the guest/participant, whose conduct is deemed incompatible with the group or whose health or mental condition or mobility may risk and impact the safety, health or full participation of that guest/participant or any other guest/participant.
- Any guests without Comprehensive Travel Insurance will not be accepted on any program/retreat.
- Should a guest/participant require or request medical attention during their program/retreat, such attention will be provided by locally available health care officials and at locally available facilities. In such events, Detox Destinations is not responsible or liable for any direct or indirect costs, losses or expenses incurred by a guest/participant for health service costs incurred, nor in the quality of medical care or medical services rendered.
- Guests/participants are requested to familiarise themselves with any health requirements specific to the countries being visited.
- Detox Destinations recommends that all guests/participants check and get advice from a medical practitioner and/or their local health authority or consulate for the latest health requirements (i.e. precautions, vaccinations etc.) applicable for travel to the countries being visited.

SMOKING POLICY:

- Detox Destinations ask that all guests/ participants refrain from smoking whilst in the company of their fellow guests/participants, guides, drivers, service providers and Program Director.
- Detox Destinations operates a strict "No Smoking" policy whilst in any vehicles hired by Detox Destinations.
- Please note, following any instance of a guest smoking whilst on-board any vehicles hired by Detox Destinations, they will be deemed to have broken their contract with Detox Destinations and will be asked to leave the vehicle and their program/retreat with Detox Destinations will be terminated there and then (with no refunds for any unused portion of their program/retreat).
- Please observe all notices, both inside and outside all relevant accommodations, restaurants and other facilities, regarding smoking or non-smoking rules and/or areas.

PHOTOS AND MARKETING:

- All guests/participants (including any accompanying persons) consent to Detox Destinations using any photos/images taken of individuals and/or the group during the program/package or retreat, for the purposes of advertising and promotional purposes in any medium as chosen by Detox Destinations.
- All guests/participants (including any accompanying persons) grant Detox Destinations a perpetual, royal-free, worldwide, irrevocable license to use such photos/images for publicity and promotional purposes.

COMPETITION:

- All guests/participants (including any accompanying persons) agree not to approach or enter into an agreement/business arrangement with any of Detox Destinations' contractors, suppliers or service providers for an indefinite period.
- All guests/participants (including any accompanying persons) agree not to provide to any external parties (that will operate similar or the same services/offering), any information on Detox Destination's contractors, suppliers or service providers for an indefinite period.
- All guests/participants (including any accompanying persons) agree not to operate similar or the same service offerings, or to the same destinations, as Detox Destinations for an indefinite period.

RESPONSIBILITY:

Detox Destinations is acting only in the capacity of agent and guide in all matters regarding the programs/retreats. Whilst we take all reasonable care to select excellent quality service providers these services are not provided by us but by travel agents, detox spa companies, hoteliers, transportation companies, travel providers and other service providers which are not under our control. All coupons, vouchers, receipts and tickets issued by the travel agents, detox spa companies, hoteliers, transportation companies, travel providers and other service providers are issued subject to the terms and conditions of liability contained in those documents. These documents may limit or exclude liability for death, personal injury, delay, where the services are provided. Detox Destinations assumes no liability for any acts or omissions of any supplier including, without limitation, those involving failure to deliver or partial or inadequate delivery of services, overbooking or downgrading of services, cancellation of holidays, schedule changes, re-routings, delay, theft, damage to or loss of baggage, property damage, accidents, death, sickness or injuries to persons regardless of cause, or other unforeseen events caused in connection with those service providers, their employees, agents, servants or representatives, whether or not any holidays sold, services tendered or transportation provided is arranged through Detox Destinations. Detox Destinations does not accept any liability caused directly or indirectly by events beyond our control, including but without limitation to war or treats/acts of war, acts of government, acts of terrorism, military coup or change of government, health risks or epidemic, embargo, strikes or other labour activities, industrial disputes, riots, civil unrest, insurrection or revolt, quarantines, fire, floods, weather conditions, earthquakes, storm or tempest, natural disasters, incidents at sea, accidents or failure of mechanical equipment, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time or other disturbances of any kind which cancel, interfere with, or add cost to the services requested. There are certain inherent risks associated with travel and at times there may be inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Guests/participants assume all such risks with regard to these possibilities. Detox Destinations is not liable for any negligent or wilful act of any such person or entity or of any third person. In the event of cancellation of any retreats/programs, arising from any of the above, Detox Destinations is not responsible for the refund of any deposits paid, part or full payments made by the guest/participant on account of programs/retreats and the guests/participants have no right to claim or seek damages from Detox Destinations. Payment of your non-refundable deposit or part or full payments, indicates that all guests/participants accept these risks and dangers and agree to not hold Detox Destinations' Directors or employees, service providers or contractors responsible, liable or accountable, either legally or financially.

WAIVER:

Whilst on holiday there may be instances where you may wish to join the Program Director or holiday guide for activities in free time outside of the program/retreat which may involve catching taxis or using other means of transport, including, but not limited to public transport to shopping/dinner locations or other destinations or activities chosen at the time. The Detox Destinations Program Director or guides will not be liable for any accident, injury, death, property damage or loss in relation to such activities. By submitting the booking form, you agree to take part in these activities at your own risk.

ACCOMPANYING PERSONS:

All guests/participants who have accompanying persons (including children) sharing accommodation during their retreat/program acknowledge that Detox Destinations accepts no responsibility, liability or accountability, either legally or financially for these accompanying persons. Should any accompanying persons chose to join Detox Destinations' guests/participants in any of the retreat/program activities, either scheduled or unscheduled, or any activities during free time outside of the program/retreat, or organise and partake in any other activities during their holiday, the accompanying persons do so at their own free will and will not hold Detox Destinations' Directors or employees, service providers or contractors responsible, liable or accountable, either legally or financially.

All guests/participants who have accompanying children, either their own or are a caretaker, are responsible, liable and accountable for any risks to these children, and the safety of these children at all times. Detox Destinations accepts no responsibility, liability or accountability, either legally or financially for accompanying children.

All guests/participants who have accompanying persons joining them during their retreat/program acknowledge and accept that accompanying persons are also bound by these Terms and Conditions.

COMPLAINTS:

If you have any complaint about a program/retreat before, during, or after the program/retreat, you must make it known at the earliest opportunity to the Detox Destinations Program Director, who will endeavour to resolve the issue at this time. If, at the end of the program/retreat you feel that your complaint has not been properly dealt with, you must notify Detox Destinations in writing within thirty (30) days from the end of your program/retreat.

DEFINITIONS:

"Detox Destinations" – Detox Destinations' Directors, Holiday Directors, employees, owners, contractors;

"Contractors" – the persons, businesses, corporations providing the any of the detox spa services, accommodations, transportation, yoga, Bikram Yoga or other services;

"Guest/Participant" – the person or persons embarking on the retreat or program;

"Retreat/Program" – the retreat or program, including travel arrangements as specified on the website;

"Accompanying Persons" – person(s), individual(s) or a child or children who is/are accompanying the guest/participant and sharing accommodation or have had accommodation booked and paid on their behalf by the guest/participant, but not participating in any retreats/programs.

AGREEMENT:

These Terms and Conditions shall be binding upon the guest/participant as well as their heirs, executors, administrators and legal personal representatives also upon any family member or minor or other person on whose behalf the guest/participant signs the booking form and their respective heirs, executors, administrators and legal personal representatives.

The payment of your non-refundable deposit or part or full payment, and/or the issuance of tickets shall be deemed your consent to the acceptance of these Terms and Conditions.

Detox Destinations Pty Ltd – Terms & Conditions – Dated 05 Mar 2015