

## The Conscious Mother Retreat Terms and Conditions

### 1. These Terms and Conditions

- 1.1 These Terms and Conditions (“**Terms**”) apply from the time when you make a booking to attend a Conscious Mother retreat. If anything in these Terms differs from what you have been told by Us, these Terms take precedence.
- 1.2 By your booking for a Conscious Mother Retreat, either online or by telephone, you accept and agree to abide by these Terms.
- 1.3 We do not waive our rights if we do not enforce anything contained in these Terms.
- 1.4 The parties agree that these Terms constitute the entire agreement between the parties and any prior arrangements, agreements or representations are superseded.
- 1.5 We may add to, alter or remove any of these Terms and on doing so shall either send you a copy of or a link to access the revised Terms on the Website, on the basis that the current version of these Terms applies to you.

### 2. Definitions

In these Terms:

**Class or Classes** means all classes, workshops and sessions (whether group or individual) at a Retreat.

**Conscious Mother** means the enterprise trading as The Conscious Mother, owned and operated by The Conscious Mother Pty Ltd ABN 95 611 331 465, of 1<sup>st</sup> Floor, 1072 Beaufort Street, Bedford WA 6052.

**Facility** means the premises in which a Retreat is held, and includes a Facility’s contents.

**Our, Us and We** means any directors, employees, agents, contractors and related bodies corporate of The Conscious Mother.

**Personal Information** means any information capable of identifying an individual including, but not limited to, an individual’s name, address, phone number, email address, gender and date of birth.

**Retreat** means a Conscious Mother retreat organised by Us at various locations from time to time, which may include psychological counselling, meditation and mindfulness, art classes, yoga and related activities, as well as accommodation and meals. Individual retreat activities, itineraries, fees, payment arrangements and availability are in accordance with

individual retreat descriptions posted on Our Website at <http://theconsciousmother.com.au/workshops/>

**Services** means the psychological services, personal development products, programs and general overall services which We provide to you during a Retreat and at the Classes.

**Travel Documents** means a valid passport, visa, entry and re-entry permits which you may need to meet the requirements of immigration and other government authorities.

**Website** means the internet website located at the URL <http://theconsciousmother.com.au>

### **3. Your Health and Medical Condition**

3.1 Upon each booking for a Retreat, and each time you attend and participate in a Retreat, you warrant that you:

3.1.1 Are in good medical, physical and psychological condition, able to undertake yoga classes and other physical activities during Classes;

3.1.2 Have truthfully declared to Us in full as We have asked you to your psychosocial and mental health history and your current medical, physical and psychological make-up;

3.1.3 Have truthfully declared to Us whether you have experienced any distressing life incidents, and the nature and effect of those incidents on you;

3.1.4 Are not aware of any existing health or medical reason which prevents you from participating in a Retreat;

3.1.5 Are a mother of a live-in child or an expectant mother.

3.2 We reserve the right to refuse your participation in a Retreat or specific parts of a Retreat or Classes, regardless of whether you have paid in advance for a Retreat, or not, if we reasonably perceive:

3.2.1 A risk of injury to you or any other person due to your participation;

3.2.2 That you have an infection, contagious illness, physical ailment or open cut or sore; or

3.2.3 A reasonable risk of psychological harm to you or any other person due to your participation.

3.3 By participating in a Retreat and each Retreat class you agree to the following: that –

3.3.1 You will comply with all Our reasonable directions and policies in order to ensure the successful conduct and outcome of a Retreat or Class for you and all participants;

- 3.3.2 You acknowledge that any type of exercise involves a risk of injury which may result in injury, disability or death; and that despite such risk you agree that you participate entirely at your own risk;
- 3.3.3 You release Us and any other persons involved in your participation in any activity with Us from any action, claim, suit or demand for compensation whether for damage to property or personal injury arising from your participation; and
- 3.3.4 You acknowledge and understand that to the fullest extent permitted by law, We make no warranties about the goods or services which we supply as We cannot guarantee any general or specific outcome for you.
- 3.4 You acknowledge and understand that We are not medically trained or qualified to assess if you are in good physical condition or assess if you are physically capable of yoga or other active or passive exercise without risking your health, safety or comfort. We thus strongly suggest that you seek expert medical advice or see your general practitioner before participating in a Retreat if you have any concerns about your physical or mental state of being, especially for symptoms which need to be diagnosed or need medical attention.

#### **4. Travel Arrangements**

- 4.1 The cost which you pay for any Retreat includes all accommodation, meals and workshops/classes but specifically does not include airfares, health or travel insurance, taxes, taxi or other costs for travel to and from a Facility.
- 4.2 You understand that it is your responsibility to make all arrangements and pay for travel to and from Retreat locations.
- 4.3 If you are traveling to a Retreat from outside the country in which a Retreat is to be held, it is your responsibility to ensure that you at all times have Travel Documents which allow valid travel to a Facility. By making a Retreat booking you warrant that you have all Travel Documents required to attend that Retreat. We cannot be held liable for any fines, penalties, payments or expenditures incurred as a result of Travel Documents not meeting the requirements of government or other authorities and you alone are responsible for all such fines, penalties, payments or expenditures.
- 4.4 We strongly recommend that you take out appropriate travel insurance to cover your travel to and from a Facility particularly if such travel is by air.

4.5 You must familiarise yourself with any health requirements and recommended precautions relevant to your travel to a Facility and ensure that you carry all necessary vaccination documentation. You should consult with your general practitioner, travel medical service or specialist vaccination clinic before starting your travel to a Retreat. The Australian Government Department of Foreign Affairs and Trade (“**DFAT**”) also provides general destination health advice at <http://smartraveller.gov.au> .

## **5. Fees and refunds**

- 5.1 You must pay a deposit and final balance payment of fees for a Retreat in cash or by credit or debit card in the manner described at the time of your booking for a Retreat.
- 5.2 We reserve the right to change the location of a Retreat and the content of Services at any time before or after your booking.
- 5.3 You understand that We do not offer fee refunds if you are unable to attend a Retreat which you have booked and paid for, or where We postpone or cancel a Retreat due to insufficient attendee numbers or booking cancellations. You may either transfer a Retreat booking to another upcoming Retreat or to another individual on reasonable prior notice to Us and provided that We agree that the individual to whom your booking is to be transferred is an appropriate Retreat participant and has read and agreed to comply with these Terms.

## **6. Cancellations**

- 6.1 You understand that We may cancel a Retreat if We do not receive a minimum number of attendee bookings within 2 weeks before a Retreat start date. If this happens, We will inform you that a Retreat has been cancelled and that you may either carry over your booking to another or replacement Retreat or tell us that you would prefer a refund (which We will do within 7 days of hearing from you).
- 6.2 You acknowledge and understand that We are not in any way responsible for payment of any of your travel and associated costs and taxes which you may incur when a scheduled Retreat is postponed or cancelled.

## **7. Copyright and Intellectual Property**

- 7.1 The Services, together with all Our related products, are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and

- through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Conscious Mother.
- 7.2 Conscious Mother owns all Retreat, Services and Website trade marks, service marks and trade names and does not grant you any rights whatsoever in relation to any such trade marks, service marks and trade names.
- 7.3 Conscious Mother retains all right, title and interest in and to the Services. You cannot transfer to yourself or to any other person any:
- 7.3.1 Business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright; or
- 7.3.2 Right to use or exploit a business name, trading name, domain name, trade mark or industrial design, patent, registered design or copyright; or
- 7.3.3 Thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- 7.4 You may not, without Our prior written permission and the permission of any other relevant rights owners, broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or any part of the Services for any purpose. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

## **8. Privacy Policy**

- 8.1 We deal with Personal Information which you provide to us in accordance with Our privacy policy which forms part of these Terms. You may request a copy of Our privacy policy by asking Us.

## **9. Photography Release**

- 9.1 We may photograph, audio- and video-record a Retreat or Class for advertising and promotional purposes. You give us permission to use any resulting photograph, audio- and video recording (“**Material**”) without obtaining further consent from you and waive any rights and claims, present and future, to any fees or royalties or other benefits whatsoever for or in connection with the use of the Material.

- 9.2 You must inform Us in writing if you withdraw your permission for the Material to be used. You understand that if you withdraw permission for the Material to be used, We will cease any future new publication or use of the Material, but for several years the Material may appear in printed and electronic material which has already been produced or disseminated.
- 9.3 *(For Aboriginal and Torres Strait Islander people)* You understand that images of Aboriginal and Torres Strait Islander people may appear in printed and electronic material for several years. If you are an Aboriginal or Torres Strait Islander, We will take reasonable steps to prevent the Material from appearing on material published after your death. However, you understand and agree that, despite those efforts, the Material may still be published or disseminated.
- 9.4 You acknowledge and understand that you have no actionable right against Us for any failure by either Us or by any third party to comply with the terms of this clause 9.

## **10. General Disclaimer**

- 10.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 10.2 Subject to this clause 10, and to the extent permitted by law:
- 10.2.1 All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- 10.2.2 We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from a failure to meet an applicable consumer guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

## **11. Limitation of Liability**

- 11.1 We make no representations or warranties concerning any treatment or action following the information offered or provided within a Retreat or Class. To the fullest extent

allowed by law, We do not accept any liability in contract, tort or otherwise for any injury, damage, death, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by Our acts, omissions or default, whether negligent or otherwise, or those 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.

## **12. Indemnity**

12.1 You agree to indemnify Us from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection any breach of these Terms.

## **13. Dispute Resolution**

13.1 If a dispute arises out of or relates to these Terms, neither party may commence any tribunal or court proceedings in relation to the dispute, unless this clause 13 has been complied with (except where urgent interlocutory relief is sought).

13.2 A party to the Terms claiming a dispute (“**Dispute**”) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3 On receipt of that notice (“**Notice**”) by that other party, the parties to these Terms (“**Parties**”) must:

13.3.1 Within 7 days of receipt of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

13.3.2 If for any reason whatsoever, 7 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of The Law Society of Western Australia or her or his nominee;

13.3.3 The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and, without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation; and

13.3.4 The mediation will be held in Perth, Western Australia, Australia.

13.4 All communications concerning negotiations made by the Parties arising out of and in connection with this clause 13 are confidential and, to the fullest extent possible, must be treated as “without prejudice” negotiations for the purpose of applicable laws of evidence.

14. **Governing law**

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