

# Booking Conditions 2020 (EU Countries)

## Ziran Qigong Retreat @Udara-Bali

For Travel 18 February to 2 March 2020 Ziran Qigong Retreat @Udara-Bali

Please take the time to read and understand the conditions of booking set out below prior to booking.

Correct at time of publishing - 7 August 2019

### 1. Our contract

All bookings are made with Zi Ran Men Kung Fu Academy (ACN 50 170 782 750) (us/we). By booking this tour with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation.

### 2. Validity

Dates, itineraries and prices are valid from **1 May 2019** until **2 March 2020**.

### 3. Deposit requirement

You are required to pay a non-refundable deposit of **EUR €450 (+4% transaction fee)** per person for your booking to be confirmed. If any booking is made after **Friday 20 December 2019** then the full amount is payable at the time of booking.

### 4. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice. Please refer to your booking confirmation invoice for details regarding final payments. **EUR €1,070 for Package One(P1)** and **EUR €1,250 for Package Two(P2)** and **EUR €250 for Package Three(P3) (+4% transaction fee)** balance of payment is due by **Monday 20 January 2020**. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled unless prior communication is acknowledged.

### 5. Your details

You must provide all requested details with your booking. Necessary details include full name as per passport, date of birth, nationality, contact details and any pre-existing medical conditions you have which may affect your ability to participate in the tour program. Contact details are collected to communicate with you about your booking. We will not pass personal details onto any third party (see item 22).

### 6. Cancellation by the traveller

Cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel the booking:

- any time **before Friday 20 December**, we will retain the full deposit;
- any time **after Friday 20 December**, we will retain 50% paid by you in connection with the booking and
- any time after **Monday 20 January 2020**, we will retain 100% paid by you in connection with the booking.

Note: If you fail to join the tour, join it after commencement or if you leave the tour for any reason after it has commenced we are not obliged to make any refunds for unused services.

### 7. Cancellation by us

We may cancel this tour at any time up to 14 days before the tour commencement date if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel the tour, you can receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights. You are advised to take out travel insurance which will cover cancellation fees.

### 8. Booking amendments

Amendments to any arrangements made in conjunction with the tour will incur a **€100** administration fee per booking per change. This fee is in addition to any charges levied by hotels or ground operators. No amendments are permitted to your booking within 10 days of the tour commencement date.

## 9. Inclusions

The price of the Bali Retreat includes:

- all accommodation as listed in the tour description
- all transport listed in the tour description
- meals as listed in the tour description
- full Ziran Qigong instruction as described in the tour description

## 10. Exclusions

The price of the Bali Retreat does not include:

- international or internal flights unless specified
- airport transfers, taxes and excess baggage charges unless specified
- meals other than those specified in the tour description
- Visa and passport fees if applicable
- travel insurance
- optional activities and all personal expenses

## 11. Prices and surcharges

This tour price is subject to variable currency exchange rates. We reserve the right to impose surcharges up to 60 days before tour commencement due to unfavourable changes in exchange rates, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for any amount up to 2% of the tour price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the tour price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking once the tour paid in full. **Please note that a levy of 4% will be applied to all payments made by credit card and using the PayPal portal.**

## 12. Passport and visas

You must carry a valid passport and have obtained appropriate permits or certificates for travel to Bali. Your passport must be valid for 6 months beyond the duration of the tour. A visa is not required for short stays; please refer to the tour description for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

## 13. Travel insurance

Travel insurance is compulsory for all our travellers and should be taken out by you independently. Your travel insurance must provide cover for travel to Bali against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of EUR €150,000 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 proof of your travel insurance to us before **Monday 20 January 2020**; you will not be able to join the tour without it.

## 14. Flexibility

You appreciate and acknowledge that the itinerary provided for this tour is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## 15. Change of itinerary

While we endeavour to operate this tour as described we reserve the right to change the tour itinerary. We reserve the right to change the itinerary due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## 16. Acceptance of risk

We use information from government foreign departments and reports from our own contacts in assessing whether there is any risk involved. However it is also your own responsibility to acquaint yourself with all possible 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 any personal risks attendant upon such travel.

## 17. Limitation of liability

We may contract with government agencies and individuals to assist in the running of this tour. As an agent, we are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in this tour, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in this tour; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

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 tour 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.

## 18. Activities outside of tour description

Activities not included in the tour price do not form part of the tour or this contract. You accept that any assistance given you by our representatives in arranging extra activities does not render us liable for them in any way. The contract for the provision of that service will be between you and activity provider.

## 19. Claims and complaints

If you have a complaint about this tour please inform the organisers representative at the time in order that they 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 tour.

## 20. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 21. Photos and marketing

You consent to us using images of you taken during the Retreat for promotion of Ziran Qigong and Zi Ran Men Kung Fu Academy in any print or digital medium. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

## 22. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the Retreat in Bali or to send you marketing material in relation to our events and special offers. The information may be disclosed to service providers or other suppliers to enable us to operate this Retreat. We will otherwise treat your details with the strictest respect in accordance with our privacy policy (see our web site).

## 23. Applicable law

The laws of New South Wales, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with this tour or these Booking Conditions must be initiated in the courts of New South Wales, Australia.

## 24. Registered address

Zi Ran Men Kung Fu Academy, NSW, Australia.

Please use [events@ziranmen.com](mailto:events@ziranmen.com) for all email inquiries.

## 25. Updating of terms and conditions

We reserve the right to update and/or alter these terms and conditions at anytime, and it is the Clients responsibility to be familiar with them. The latest terms and conditions can always be found on our website [bookings.ziranmen.com.au](http://bookings.ziranmen.com.au) and will supersede any previous versions.