

## **The conditions and the agreement between IYIC and retreat / workshop participants.**

### **1. Bookings**

To reserve your place on one our retreat / workshops please complete the booking form sent to you and submit. Once you receive the confirmation a **non-refundable deposit** specific to your retreat / workshop must be paid in one week time to secure your place.

### **2. Costs**

All prices are quoted in Australian dollars (or Indian Rupees). While IYIC (International Institute of Yoga Consciousness) does everything possible to maintain our listed prices, if it is necessary to levy a surcharge or adjust the price due to currency fluctuations, IYIC reserves the right to do so, and notification will be giving before the commencement of the retreat / workshop.

### **3. Payment**

Payments must be made by direct credit or *Paypal*. Final balances are due at **least 90 days** before the beginning date of the retreat / workshop. For reservations made within 90 days of the departure date, full payment is required when the reservation is accepted. If payment of the balance of the retreat / workshop price is not received by IYIC by the required time we will assume that you will not be participating on the retreat / workshop and cancellation charges in accordance with cancellation conditions and refund policy will apply.

### **4. Cancellations and refund**

If you wish to cancel your retreat / workshop you must notify IYIC in writing. Once we've received your notice, cancellation will take effect subject to the following:

1. If cancellation takes place more than 90 days prior to your departure date, any payments made will be fully refunded **minus your deposit**.
2. If cancellation takes place 60 days prior to your retreat / workshop's start date, 30% of the retreat / workshop price will be forfeited.
3. If cancellation takes place 30 days prior to your retreat / workshop's start date, 50% of the retreat / workshop price will be forfeited.
4. If cancellation takes place less than 30 days prior to your retreat / workshop's start date, 80% of the retreat / workshop price will be forfeited

Any amount to be refunded will be processed and refunded after the conclusion of the retreat / workshop.

### **5. Health and Fitness Requirements**

You must be in good physical and mental health to participate on the retreat / workshops. You are advised to consult with a physician to ensure that you are in adequate health to safely participate in your retreat / workshop. Yoga retreat / workshops often take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Medical and evacuation expenses will be your responsibility. IYIC strongly encourages you to purchase travel insurance. Additionally, IYIC and the retreat / workshop leader reserve the right in their absolute discretion to refuse a participant the right to participate in a retreat / workshop on medical or fitness grounds.

### **6. Cancellation due to Retreat / workshop Booking Numbers**

IYIC reserves the right to cancel any retreat / workshop prior to departure in the event that there are too few people booked in which case you will be given a full refund of any and all payments made to IYIC (including the deposit amount). You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport, flight, and vaccination costs.) Therefore, IYIC recommends you have travel insurance.

## **7. Changes, Postponement, Cancellation or Delay**

IYIC reserves the right to make changes to any aspect of the retreat / workshop if, in the absolute discretion of IYIC, it is necessary to do so due to conditions that are likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if an act of omission of a third party prevents the retreat / workshop or the aspect of the retreat / workshop being undertaken in accordance with your booking or for any other reason considered necessary by IYIC. If the designated trip leader is unable to lead the trip for any reason, IYIC, in its discretion will enlist another teacher to lead the retreat / workshop.

In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the retreat / workshop price in whole or in part and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation, postponement or delay. IYIC also reserves, in its absolute discretion, the right to cancel any retreat / workshop due to any government travel warning or advice, or any change in such warning or advice. In this event, we will do all we can to transfer any payments made to a future retreat / workshop with IYIC. If this is not possible, travel insurance may compensate you depending on the circumstances.

## **8. Insurance**

It is mandatory to purchase of travel insurance of your choice and it is your responsibility to ensure that you are adequately insured for the full duration of the retreat / workshop in respect to illness, injury, death, loss of personal items, cancellation and curtailment.

## **9. Travel Documents and Vaccinations**

It is your responsibility to learn about and obtain all required travel documents, vaccinations, etc. for travel to the chosen destination. IYIC is not responsible for any delays or cancellations due to client's lack of proper travel documents.

## **10. Photography**

IYIC reserves the right to use photographs or videos from the retreat / workshop for promotional purposes. By making a reservation with IYIC, you agree to allow your image to be used in such photography. If you prefer for your image not to be used, please notify IYIC in writing before the retreat / workshop commences.

## **11. Force Majeure**

If IYIC and the trip leader are prevented (directly or indirectly) from performing any of their obligations under this agreement by acts of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside IYIC and the trip leader's reasonable control, IYIC and the trip leader will be under no liability whatsoever to you and may either cancel the retreat / workshop or take any other action as specified in condition twelve.

## **12. Assumption of Risk**

You acknowledge travel to other countries is more challenging and demanding with a commensurately higher level of risk compared with your country. It involves potential exposure to injury, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part. You further acknowledge that operational control of the retreat / workshop will be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against IYIC.

## **13. Release and Waiver of Liability**

In consideration of IYIC accepting your reservation you release, waive, discharge, hold harmless and agree to indemnify IYIC, its officers, its employees, its agents, its licensees, other representatives, and trip leaders from

all claims, actions or losses for bodily injury, emotional trauma, property damage, wrongful death, loss of services, loss of profits, as well as consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the retreat / workshop or any activities conducted in conjunction there within unless caused by the willful negligence or wrongful act of IYIC and its employees. Regardless of the situation or circumstances giving rise to the claim, you waive any claims you have, or may at any time have, against IYIC and its employees, you agree, by accepting the additional inherent dangers and risks associated with the retreat / workshop, not to make any claim against or seek any compensation from IYIC and its employees in respect to any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the retreat / workshop including without limitation, any extracurricular activities you may engage in during the retreat / workshop, whether or not sponsored by IYIC.

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Signature of the Participant

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Signature (on behalf of IYIC)

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Name and Date

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Name and Date:

Address

**Witness**

**Witness**

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Signature

.....  
Signature

Name and address

Name and address