



BlossOM Retreats with Aesha Kennedy Australia

BlossOM Retreat with Aesha Kennedy is a bespoke retreat experience for women who want to reconnect to themselves, replenish and explore creative expression. With the purpose of enhancing self-care and self-unity, the retreat experience provides daily Yoga/Meditations, activity and sessions to re-discover your creativity and to become more present, calm and connected.

The BlossOM Retreat (the "Retreat") runs twice a year hosted at the Aquila Boho Luxe Retreat, in Sunshine Coast, Queensland Australia.

Please read these Terms and Conditions carefully as they are a legally binding agreement between you, the Retreat Participant (the "Participant") and Aesha Kennedy ABN 34050207697, the owner and facilitator of BlossOM Retreat (the "Retreat Organiser").

Please READ the Health Waiver and Release contained in Clause 14. By proceeding with your booking, you are agreeing to Clause 14.

These terms and conditions are also available on our website, on request, downloadable from the booking confirmation page, and will be attached to your confirmation email upon registration. If you have any questions about these terms and conditions please email aesha108@yahoo.com.

By booking and making a payment you are agreeing to the Terms and Conditions of the Retreat.

Terms and conditions

1. Bookings and Fees

You understand and agree:

- 1.1 Bookings for the BlossOM Retreat are limited to 8 guests.
- 1.2 Bookings are accepted up to 14 days prior to the commencement date (Day 1 of the Retreat) provided the Retreat has not sold out prior.
Payment plans
- 1.3 Payment plans are available upon request and are negotiated individually with Aesha Kennedy.
Fee changes
- 1.4 BlossOM Retreat fees are reviewed annually and the current fee is advertised on the website.
- 1.5 By purchasing a BlossOM Retreat ticket, you agree to pay the advertised retreat price in AUD under these Terms and Conditions.
- 1.6 All fees provided are in Australian dollars.
- 1.7 Fees do not include GST.
- 1.8 Aesha Kennedy reserves the right to change the Retreat Fee at any time.
- 1.9 Please refer to the website at all times for updated fee information.

Booking fee

- 1.10 A non-refundable booking fee of \$300 is required to confirm your place in the Aesha's BlossOM Retreat.

Payment

- 1.11 All payments are accepted via Direct Bank Transfer or PayPal.
- 1.12 Where payment is made via PayPal, the transaction fee imposed by PayPal will be added to the payment amount.
- 1.13 Where payment is made via bank transfer you are requested to provide your SURNAME as the transaction reference.
- 1.14 A receipt will be issued to you via email within 7 days after the payments have been processed.
- 1.15 The balance of payment of all Retreat Fees must be paid in full 30 days prior to the commencement date of the Retreat.

2. Retreat fee inclusions

- 2.1 The Retreat fee payment currently includes the following:
 - 7 nights' accommodation in a deluxe private room
 - Breakfast/ Lunch/ Dinners
 - 1 Massage treatment
 - All scheduled workshops including art workshops, sound healing, art supplies, twice daily yoga/meditation, daily women circle.

3. Cancellation and refunds

You understand and agree:

Refund requests

- 3.1 Extensive planning, preparation and collaboration have been invested in planning the BlossOM Retreat to create an unforgettable and unique experience for you. Therefore, a strict refund policy applies as follows:

More than 90 days prior to commencement

- 3.1.1 You may cancel your booking up to 90 days prior to commencement and receive a refund of your Retreat Fee, less the non-refundable deposit of AUD\$300.

60-89 days prior to commencement

- 3.1.2 You may cancel your booking between 60-89 days prior to commencement. A Cancellation Fee of 25% of the Retreat Fee will be deducted from your refund.

15-59 days prior to departure

- 3.1.3 You may cancel your booking between 15-59 days prior to commencement. A Cancellation Fee of 60% of the Retreat Fee will be deducted from your refund
- 3.1.4 No refund is provided if you cancel your attendance within 14 days of the start date of the Retreat.
- 3.1.5 All cancellations and requests for refunds must be in writing by email to aesha108@yahoo.com

Medical events

- 3.1.6 Requests for cancellations and refunds in the event of illness may be considered and agreed to at the full discretion of Aesha Kennedy.
- 3.1.7 You will require a medical certificate from a medical. Please include a copy of your medical certificate with your cancellation request.
- 3.1.8 Transfer of bookings is not permitted.

4. Cancellation by the Retreat Organiser

You understand and agree:

Unforeseen circumstances

- 4.1. The Retreat Organiser reserves the right to cancel the trip if an event occurs outside of the Retreat Organiser's control that impacts the operation of the trip fundamentally, and which is determined could have a severe negative impact on the travelling experience.
- 4.2. An unforeseen circumstance includes but is not limited to political unrest, terrorism threat natural disaster, or pandemic.
- 4.3. If this occurs your Retreat Fee will be refunded or transferred to another retreat date.
- 4.4. The Retreat Organiser is not responsible for your expenses incurred in preparation for any cancelled retreat, such as airline tickets, loss of work, and/or other costs associated with preparing for your trip.

Minimum numbers requirement

- 4.5. If the minimum number of 6 travellers is not reached, the Retreat Organiser reserves the right to cancel the BlossOM Retreat.
- 4.6. In the event of any cancellation by the Retreat Organiser:
 - 4.6.1 you will be offered an alternative date for a future BlossOM retreat
 - 4.6.2 your Retreat Fee will be refunded in full.

5. Travel insurance

You understand and agree:

- 5.1 It is a condition of booking that all Retreat participants obtain comprehensive travel insurance that covers their travel, belongings and health events.
- 5.2 You will be required to provide evidence of a valid comprehensive travel insurance policy directly to the Retreat Organiser at the time of payment of the balance.
- 5.3 You will not be able to travel if you do not provide travel insurance and the Retreat Organiser will not be obliged to provide you with a refund of Retreat fee for failure to obtain travel insurance in the requested time.

6. Travel documents

You understand and agree:

- 6.1 Your travel bookings including air travel arrangements to and from the BlossOM retreat are your own responsibility.
- 6.2 Transfers to and from the nearest airport to BlossOM retreat venue may be arranged on your behalf by the Retreat Organiser and payment is to be made directly to the transfer provider. All requests for additional transfer booking assistance is to be made in writing to aesha108@yahoo.com.
- 6.3 **Passport (when required)** It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other authorities.
- 6.4 Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities is your sole responsibility.
- 6.5 All travellers must have a valid passport for international travel and many countries require at least 6 months' validity from the date of return. Please check your passport carefully for validity, visa and immigration requirements.

7. Medical treatment—consent

As a Retreat Participant, you consent to:

- 7.1 Receive medical assistance/treatment which may be deemed advisable in the event of injury, accident, and/or illness during this program.
- 7.2 Waive any right to bring an action for loss or damage against the Retreat Organiser where assistance/treatment (provided or attempted) has accidentally worsened your condition.

Vaccinations and Medical Clearance for Travel and Retreat Participation

- 7.3 As a Retreat Participant, you understand and agree that:
- 7.3.1 You are responsible for obtaining clearance from a qualified medical practitioner to travel and participate in this Retreat.
 - 7.3.2 For international retreats: You are responsible for ensuring that you have obtained any vaccinations and medical requirements for travel including any stopovers to and from this destination.

8. Third-party service providers

You acknowledge that Aesha Kennedy contracts with a range of third parties and individuals to assist in the running of its courses and trips.

You understand and agree:

- 8.1 To the best of Aesha Kennedy's knowledge, these third parties are qualified to perform the duties they are contracted to perform.
- 8.2 Aesha Kennedy will not be held liable for injury, damage, loss, delay or irregularity or anything that may occur due to the behaviour of these third parties.
- 8.3 Any advice or information given is given in good faith however Aesha Kennedy will not be held liable for any outcome resulting from such advice.

9. Responsibilities for personal items and valuables

You understand and agree:

- 9.1 You are solely responsible for the safekeeping and care of your personal items and valuables.
- 9.2 The Retreat Organiser holds no responsibility whatsoever for any loss, theft, breakage or damage to personal items and belongings during any Retreat experience, to and from the Retreat or during any Retreat related experience.

10. Photography and video use of images—consent

- 10.1 You understand you may be photographed or filmed during your participation in the Bali BlossOM Retreat.
- 10.2 You agree to allow your photograph(s), video, or film likeness, in original, altered or enhanced state to be used for any legitimate purpose by Aesha Kennedy.
- 10.3 Legitimate purpose includes, but is not limited to, marketing purposes such as website, promotional material for public display and distribution, media release, social media (including but not limited to Facebook, Twitter and Instagram).

11. Personal conduct

- 11.1 As a Retreat Participant you understand and agree:
- 11.2 You will conduct yourself with responsibility, decorum and kindness at any Aesha Kennedy retreat.
- 11.3 You will not engage in inappropriate, illegal or disruptive behaviour (including but not limited to bullying, harassment, discrimination, unlawful, disrespectful or violent or intimidating behaviour) to all persons (including but not limited to Aesha Kennedy personnel and employees, the local community, other guests and participants) and if you do, you will be asked to leave the Retreat at your own cost and no refund will be available.
- 11.4 During “free time” you are liable for the activities that you undertake and do so with the knowledge that Aesha Kennedy or any of its employees are not liable for your decisions.
- 11.5 Any intake of alcohol or legal/illegal drugs are done so at your own risk and Aesha Kennedy is not held liable for any consequences arising from these activities.
- 11.6 You, and not Aesha Kennedy, are solely responsible for any liability for repair, replacement, medical and other associated costs, and any fine or penalty imposed by

any relevant authority arising out of your negligence or deliberate act or omission causing damage to any equipment, premises, vehicle, public or private property or land, or injury harm or death to any person, animal domestic or wild, or flora.

- 11.7 Aesha Kennedy takes no responsibility for the conduct of retreat participants and will not be held liable for any loss or damage to person or property caused by another retreat participant(s).

12. Privacy policy

Aesha Kennedy is committed to providing you with the highest level of customer service and this includes protecting your privacy.

Aesha Kennedy's employees of third-party providers who assist Aesha Kennedy are the only parties who access the information we collect.

Information will not be disclosed to any other party unless prior agreement is sought from you.

Your personal information is managed according to our Privacy Policy.

13. Complaints and dispute resolution

- 13.1 If you have a complaint you agree that you will notify Aesha Kennedy immediately with a view to a friendly resolution immediately.
- 13.2 Both our reputations are valuable and we pride ourselves on conducting ourselves in a fair, reasonable manner, therefore you agree to refrain completely from discussing your complaint with any third party before, during and after your issues have been fully resolved.
- 13.3 If a resolution is not achieved to the satisfaction of both parties then the dispute will be referred to a mediator appointed by the Law Society of NSW.
- 13.4 The cost of Mediation will be shared equally between the parties.

14. Health waiver and release

By proceeding with your booking and payment you understand and agree to the following:

- 14.1 You are participating in the Retreat offered by BlossOM Retreat with Aesha Kennedy, during which you will receive information and instruction about yoga and meditation.
- 14.2 You will possibly participate in excursions involving water and walking.
- 14.3 You recognise that these activities require some light physical exertion and may cause physical injury, and you are fully aware of the risks and hazards involved.
- 14.4 You understand that it is your responsibility to consult with a physician prior to and regarding your participation in the Retreat and any overseas travel precautions.
- 14.5 You represent and warrant you are physically fit and I have no medical conditions that would prevent my full participation in the BlossOM Retreat.
- 14.6 You will inform BlossOM Retreat in writing via email of any health-related issues you may have that may affect you whilst participating in the Retreat.
- 14.7 You understand that if you are pregnant, you will take necessary steps to ensure your doctor and health care providers know you are participating in this Retreat.
- 14.8 You assert that you are healthy and fit to participate in the Retreat and will alert the Retreat Organiser and any teachers whose sessions you participate in that you are pregnant.

15. Release from Liability

You understand and agree to the following.

- 15.1 Aesha Kennedy or BlossOM Retreat is not responsible for any loss, damage, cost, expense or other liability whatsoever incurred by you arising out of:
- Loss or delay of baggage or other property; and or
 - Any delay, inconvenience, loss of enjoyment, or frustration, whether physical or mental resulting from, but not limited to any of the following factors:

- i. Mechanical breakdown, government actions, weather or any other factors beyond the Retreat Organiser's control.
 - ii. Your failure to read the information provided and/or follow instruction including but not limited to obtaining sufficient travel protection and health insurance, and providing correct and complete personal health and travel information.
 - iii. Your cancellation and/or change of any travel services; and/or
 - iv. Your medical or health problems or physical disabilities stated or otherwise.
- 15.2 You agree that Aesha Kennedy and BlossOM is released from all liability arising from any negligence or fault, for your death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to you, including your travel to and from the Retreat, food poisoning and accommodation issues

16. Assumption of risk

Transport Services, workshops, and excursions

- 16.1 You agree that your participation in all retreat activities, accommodation use, travel and transportation (private, hired, public, with or without a hired driver) is purely voluntary.
- 16.2 You expressly agree to assume all the risk of injury and activity and/or damage in participating in all activities, accommodation use and transport services and options offered during the Retreat.

Third-party service providers

- 16.3 You agree that Aesha Kennedy or BlossOM Retreat holds no responsibility for the action omissions of third parties or independent contractors, including in the event they modify the nature of a service or accommodation type as compared to the advertised nature of the Retreat/Journey/Tour.
- 16.4 You acknowledge that any eventuality of the same risks is not grounds for refund or discount.

17. Jurisdiction

- 17.1 You understand and agree that any issues or dispute arising out of these terms and conditions will be dealt with in the first instance by friendly consultation and then by mediation with shared cost between parties, and litigation as a last resort.
- 17.2 The laws of the jurisdiction of the State of New South Wales, Australia applies to all matters arising out of these terms and conditions.

Confirmation

By paying the booking fee and completing and submitting the booking form I confirm that I have read the terms and conditions for the BlossOM Retreat with Aesha Kennedy and agree to be bound by them.