

Important Information

This is where your journey begins! Please read these booking conditions carefully. The following sets out your agreement with Ardas Bhaee Retreats and contains boring but important information. We've tried to keep the fine print to a minimum, so please bear with us. All other trips described on this website are operated by Ardas Bhaee Retreats, which has its head offices in Melbourne Australia and Kathmandu Nepal.

The Contract

These Booking Conditions contain important information. It is essential that you carefully read and understand them. The Booking Conditions constitute a legally binding contract between Ardas Bhaee Retreats and you for the services provided by Ardas Bhaee Retreats and set out the basis of your legal relationship with Ardas Bhaee Retreats.

By booking with us and paying the non-refundable deposit \$500 (the currency varies depending upon the retreat), you acknowledge that you have read, understood and agree to be legally bound by these Booking Conditions. Acceptance of your booking will be confirmed in writing to you, and a contract comes into existence on the date shown on your confirmation letter or email.

If you have any queries regarding these Conditions or do not understand them, please raise your query with a member of our staff.

1) PRICES AND VALIDITY

Prices are based on costs and exchange rates applicable when released on the web. Ardas Bhaee Retreats reserves the right to adjust prices whether or not you have already made full payment. We will do everything within our control not to adjust prices and will generally only amend prices in the event of marked fluctuations in exchange rates, fuel costs and other operating costs on which prices are based. Dates and itineraries departing after 01 September 2009 are indicative only and subject to change. Airfares (except when otherwise stated), passport and visa fees, travel insurance, excess baggage charges, airport taxes, gratuities to leaders and guides, extra meals, laundry, medical expenses, optional activities and trips, and any items of a personal nature are not included in your trip price.

We ask and request that all booking into a retreat do not book flights until Ardas Bhaee Retreats has clearly indicated that it is appropriate to do so.

2) YOUR TRIP AND ASSUMPTION OF RISK

Ardas Bhaee Retreats operates trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home.

By booking with us you acknowledge that participation in all Ardas Bhaee Retreats trips involves inherent risks that may not be present in the case of conventional or less demanding holidays. These risks include, without limitation, the possibility of injury or death, psychological trauma, disease, loss or damage to property, inconvenience and discomfort. The possibility of experiencing all or some of these risks is likely to be higher if participation in a Ardas Bhaee Retreats trip involves visiting remote or unstable regions or regions where there is dangerous wildlife.

When assessing whether trips will operate Ardas Bhaee Retreats uses information from its local offices in conjunction with advice from the Australian Department of Foreign Affairs and Trade, the British Foreign Office and the US Department of State. It is your responsibility to accustom yourself with the travel advice provided by these government bodies, as well as that of your country of residency, before commencing the trip. By booking with Ardas Bhaee Retreats you acknowledge your decision to travel on an Ardas Bhaee Retreats trip is made after due consideration of relevant travel information that may be made available at any time.

3) EXCLUSION OF LIABILITY

Except where stated otherwise, Ardas Bhaee Retreats acts as agent for service providers when making arrangements for your trip. Where Ardas Bhaee Retreats provides services it will do so with due care and skill. Ardas Bhaee Retreats is not responsible for the acts and omissions of others, including tour guides, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. You warrant that you have not relied on any representation made by Ardas Bhaee Retreats, any travel agent or other Representative, which has or has not been stated expressly on this website.

Ardas Bhaee Retreats will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Ardas Bhaee Retreats trip (including pre- and post accommodation) are entirely at your own risk and Ardas Bhaee Retreats cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

To the fullest extent permitted by law and subject to the exception set out below, Ardas Bhaee Retreats does not accept liability for any loss, death, injury or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in a trip, or in respect of a failure or omission on the part of Ardas Bhaee Retreats to comply with its obligations under this contract, or in respect of any other conduct that Ardas Bhaee Retreats undertakes in connection with a trip. To the fullest extent permitted by law and subject to the exception set out below, you also agree to release Ardas Bhaee Retreats its officers, employees, agents and representatives ("Representatives") from all costs, liability, loss and damage incurred by you in connection with your participation in any trip, and waive any associated claims that you may have against Ardas Bhaee Retreats or its Representatives as a result of your participation in any trip. For these purposes, Ardas Bhaee Retreats enters into these Booking Conditions as trustee or agent for its Representatives.

To the fullest extent permitted by law and subject to the exception set out below, any condition or warranty, which would otherwise be implied into these Booking Conditions, is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

Exception

The "Exclusion of Liability" section set out in these Booking Conditions does not attempt or purport to exclude, restrict or modify liability arising under, or remedies that may be available to you, pursuant to legislation where the exclusion, restriction or modification of liability or remedies is not permitted. This includes legislation in part of the Trade Practices Act 1974 (Cth), and any state or territory Fair Trading Act (or its equivalent).

4) CANCELLATION BY ARDAS BHAEE RETREATS

Ardas Bhaee Retreats reserves the right to cancel a departure and will advise you of such cancellations no later than 60 days before the tour departure date. If due to 'Force Majeure' or government travel advice, Ardas Bhaee Retreats reserves the right to cancel a departure at any time. With any form of cancellation, Ardas Bhaee Retreats will offer you alternative arrangements, and if the price of your alternative booking is of lower value than the original booking we will refund the difference to you. If you do not accept alternative arrangements we will refund all payments you have made to Ardas Bhaee Retreats, (in case of 'Force Majeure' or government travel advice refunds will be less any unrecoverable costs). Ardas Bhaee Retreats will not be liable for any additional costs incurred by you.

DO Not BOOK any international flights unless the retreat is confirmed.

Force Majeure

Ardas Bhaee Retreats will not be liable for any delay in, change to or cancellation of trips due to 'Force Majeure'. 'Force Majeure' means a circumstance beyond the reasonable control of Ardas Bhaee Retreats and includes, but is not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes.

5) CANCELLATION BY YOU

If you wish to cancel all or any part of your booking, notification of cancellation must be made to Ardas Bhaee Retreats in writing. The date of the cancellation is the date on which written notification is received by Ardas Bhaee Retreats. Days before departure Charge applicable as follows, per person:

All retreats

More than 60 days Loss of deposit .
Between 60 and 30 days Loss of 50% of total booking cost
30 days or less Loss of 100% of total booking cost.

It is strongly advised that you DO Not BOOK any international flights unless the retreat in confirmed.

* there is an acceptance to this and it is determined case by case.

6) BOOKING AMENDMENTS

All amendments are done case by case basis. No amendments are permitted to your booking within 10 days of departure.

7) LATE BOOKINGS

For bookings made within 15 days prior to departure, Ardas Bhaee Retreats reserves the right to charge a late booking fee of \$150 per booking (currency depending on the retreat fee). On some trips it is not possible for us to accept late bookings.

8) CHANGES TO YOUR HOLIDAY

You acknowledge that travelling with Ardas Bhaee Retreats requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a tour's commencement, without prior notice due to local circumstances. Changes may occur because of 'Force Majeure', poor road conditions, weather, and the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond Ardas Bhaee Retreat's control or which simply cannot be foreseen. Ardas Bhaee Retreats does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond Ardas Bhaee Retreat's control. You acknowledge that group sizes may also vary during the duration of your tour.

Due to the nature of these tours, weather, or government regulations may require changes to be made to your itinerary and/or the cancellation of some excursions. Every attempt will be made to adhere to the itineraries described within the limits of safety and time. In the event of changes, participants have no right to any refund or other compensation. Retreat prices are based on group participation. Should you choose not to take part in any activity or make use of any service provided, no refund will be made. Should the advertised tour leader or lecturer be unable to lead the tour due to illness or other reasons, a substitute person shall be found and no refund shall be made as a result of this change.

The information about trips given on this website, and retreat notes Information are subject to change. It is your responsibility to review the up-to-date Trip Notes and Pre-Departure Information. These can be obtained from Ardas Bhaee Retreats, or our website. The information and conditions in the Trip Notes and Pre-Departure Information are deemed to be part of the contract. Where changes to your trip occur after you have received your final documentation we will, where practical, advise you of such changes.

9) AUTHORITY OF THE LEADER

At all times the decision of the Ardas Bhaee Retreats leader or representative ("Ardas Leader") will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the Ardas Leader makes about your on-going participation in the trip or certain activities that comprise part of the trip. If you fail to comply with a decision made by a Ardas Leader, or interfere with the well-being of the group, then the Ardas Leader reserves the right to terminate this contract and order you to leave the tour immediately, with no right of refund.

10) COMPLAINTS

If you have any complaint about your trip, you must make it known at the earliest opportunity to the leader and/or Ardas Bhaee Retreats local representative, who will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

11) TRAVEL INSURANCE

Adequate and valid travel insurance is suggested for travellers. Your travel insurance should cover accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. Ardas Bhaee Retreats also recommends it covers cancellation, curtailment and loss of luggage and personal effects. You must carry proof of insurance with you.

12) PASSPORT AND VISAS

It is your responsibility that you carry a valid passport and have obtained the appropriate visas when travelling with Ardas Bhaee Retreats. Please ensure that your passport is valid for 6 months beyond the duration of your holiday.

13) HEALTH, FITNESS, TRIP GRADES AND AGE LIMITS

It is your responsibility to advise Ardas Bhaee Retreats of any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of a tour and the enjoyment of other trip members. You are required to provide an assessment of your medical condition from a qualified medical practitioner. Ardas Bhaee Retreats reserves the right, at its reasonable discretion, to cancel your booking and refund the money paid by you, less any unrecoverable costs. Ardas Bhaee Retreats also reserves the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other trip members.

Generally, we do not allow travellers under the age of 18 years on Ardas Bhaee Retreat's scheduled yoga classes in itineraries. However we will occasionally make exceptions for under-18s travelling with their legal guardian. The decision for any person under 18 years of age to travel on our scheduled yoga itineraries is at the absolute discretion of the management of Ardas Bhaee Retreats. For further information please contact us.

14) PUBLICITY

You agree that Ardas Bhaee Retreats may use images of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

15) PRIVACY

In order to be able to supply a service to you Ardas Bhaee Retreats will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to enable the services to be provided, but will not be used for any other purpose.

17) GOVERNING LAW

This agreement will be governed by and construed in accordance with the law of Victoria, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of Victoria, Australia as regards any claim or matter arising under this agreement.

HOW TO BOOK

- 1. Check Availability.** Contact us at www.ardasretreats.com to check availability. Book early to guarantee your place.
- 2. Booking Conditions.** Carefully read our Booking Conditions on the previous page. By booking with us and paying a deposit (or full payment) you acknowledge that you have read and understood the Booking Conditions and that you agree to be bound by the Booking Conditions.
- 3. Deposit and Booking Form.** Pay your non-refundable deposit of \$500 (currency varies depending upon retreat), or full payment if within 60 days of departure and complete the Booking Form, accurately and in block letters. We cannot confirm your booking or release any documents unless we receive full name, sex, date of birth, passport details and pre-existing medical conditions for each person. Please note that credit card payments are subject to extra charges.
- 4. Finalise Your Booking.** Please ensure that you finalise your booking early. Any amendments to your booking, in relation to any other arrangements made in conjunction with your tour (e.g. pre- and post tour accommodation, transfers, etc are your own responsibility we take no responsibility for this), received by Ardas Bhaee Retreats within 60 days of tour departure date.
- 5. Comprehensive Travel Insurance.** It is strongly suggested and your own responsibility to have comprehensive travel insurance.
- 6. Make Final Payment.** You must pay the full balance of your trip's cost 60 days before departure. In certain limited circumstances outlined in the Booking Conditions we may be forced to adjust our prices even after full payment. Please note that credit card payments are subject to extra charges.
- 7. Final Documentation.** Your final documentation and a detailed itinerary will be released when Ardas Bhaee Retreats has received full payment, and a completed Booking Form.