



## TERMS AND CONDITIONS

These Booking Terms and Conditions (**Terms**) are between Riese Cowell Pty Ltd t/a KI Dragonfly Guesthouse (ABN 85 615 948 528) and its directors (referred to as “**we**”, “**us**” or “**our**”) and you, the person, organisation or entity that purchases Services from us (referred to as “**you**” or “**your**”), and collectively the Parties. These Terms apply to all sales made by us to you.

You have requested the services we offer, the details of which are on our website, [www.kidragonfly.com](http://www.kidragonfly.com) (**Site**) and provided in an email upon request. These services can be ordered via our website, or by contacting us by email or directly by phone (**Services**).

You agree that these Terms form the agreement under which we will supply Services to you. By:

- a) using or purchasing our Services including ticking an online acceptance box when completing our online order form, or ordering our Services via email or phone, to book your Retreat/Workshop/Event/Class/Coaching session;
- b) confirming by email that you accept these Terms;
- c) instructing us to proceed with the Services; or
- d) making any payment for the Services and any Booking, set out in our tax invoice to you (**Invoice**)

you acknowledge you have read these Terms and contact us if needed, that you accepted and will comply with these Terms, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older.

You must not submit a Booking Form or otherwise order the Services if you are under 18 years of age or do not have the consent of a legal guardian who is 18 years or older.

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OR PURCHASE OUR SERVICES FROM US OR DO ANY OF THE ABOVE ACTS.**

Please read these Terms carefully and contact us if you have any questions using the contact details at the end of these Terms.

### 1. BOOKING POLICY

- 1.1. All bookings are subject to availability.
- 1.2. Bookings for our 5-day/5-night retreats can only be confirmed when:
  - a) a non-refundable deposit of \$300 is received
  - b) a minimum of four (4) and a maximum of six (6) guests book for the specific retreat experience.Retreats may require a higher deposit, if the value of the transport changes, or if another product is added that has its own set of terms and conditions or require payment in full at the time of booking. This will be advised to you at the time of booking.
- 1.3. Bookings for Retreat/Workshop/Event/Class/Coaching session can only be confirmed when full payment is received.
- 1.4. For overnight retreats, the remainder of your payment is due 30 days prior to the start of the retreat. If your retreat is booked within 30 days of the start date, you are required to pay the full amount at the time of booking.
- 1.5. It is highly recommended that retreat participants obtain comprehensive travel insurance or have medical insurance to attend our Retreat/Workshop/Event/Class/Coaching session including, but not limited to, cover for medical expenses, evacuation charges, trip cancellations and force majeure events.
- 1.6. Participants must be at least 18 years or older to attend our group Retreat/Workshop/Event/Class/Coaching session.

- 1.7. By paying your deposit, or by paying the full amount for your Retreat/Workshop/
- 1.8. Event/Class/Coaching session, you agree and accept our Booking Terms and Conditions.
- 1.9. To book your Retreat/Workshop/Event/Class/Coaching session and provide you with our Services, we may have to supply your personal information to third parties supplying all or any part of the travel products comprising your Retreat/Workshop/Event/Class/Coaching session. Any use or disclosure of your personal information by us is in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles as amended from time to time. Our Privacy Policy is available on request.
- 1.10. If you are using credit or voucher towards a Retreat/Workshop/Event/ Class/Coaching session, please note the credit amount will be deducted from the Full Price of the Retreat/Workshop/Event/Class/Coaching session, not any special deals or early bird pricing that may be advertised.
- 1.11. **Covid-19 Policy:** Any refunds related to Covid-19 for any of our Retreats/ Workshops/Events/Classes (whether due to lockdown, close contact isolation, contracting Covid-19 yourself, or a close family member contracting the virus) are at the discretion of KI Dragonfly.
- 1.12. Please read our Covid-19 policy per Retreat/Workshop/Event/Class/Coaching session booking below. We are not responsible for any expenses incurred in preparation of any cancelled Retreat/Workshop/Event/Class/Coaching session – or for any additional services we have helped planning – i.e. coach/ferry/shuttle tickets, other accommodation booked, travel insurance, airport transfers, illness, loss of work etc.

## 2. PAYMENT POLICY 4-DAY 5-NIGHT RETREATS

- 2.1. Full payment must be received at least **30 days** prior to the start of the retreat. If you make your reservation within 30 days of the retreat commencing, full payment is required at the time of booking to secure your spot. Failure to pay the full amount within this time frame results in the deposit being forfeited. We reserve the right to resell your place in the retreat if full payment has not been received 30 days prior to the retreat commencing.
- 2.2. Bank fees, credit card charges, Stripe or Paypal fees incurred by transferring money are the sole responsibility of the guest.
- 2.3. Any services not included in the retreat package are the sole responsibility of the retreat participant and have to be paid for by the participant in accordance with the vendor's
- 2.4. All fees stated on our website are in Australian dollars.
- 2.5. If you make payment by way of credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the credit card to make payment and that your payment will be honoured by your card issuer. We may conduct various checks to validate your identity and the integrity of your payment details, which may include requesting additional information from you to verify your identity.
- 2.6. KI Dragonfly cannot be held liable for any cancellations made by third party venues. If a venue cancels a booking, we will refund only the cost related to the ticket you hold with KI Dragonfly. We will not refund any travel-related cost such as coach, ferry, shuttle tickets or cost incurred by other transport providers. We will not refund any other accommodation related cost for the dates directly prior to or after our booked retreat.

## 3. CANCELLATION POLICY

- 3.1. All cancellations must be received in writing to [stay@kidragonfly.com](mailto:stay@kidragonfly.com).

It is the Participant's responsibility to contact KI Dragonfly and verify that their message was received to avoid any potential additional cancellation fees that may be incurred due to delayed cancellation. KI Dragonfly will take no responsibility for any costs associated with messages not being received, or a delay to inform us of their cancellation.

The Retreat Participant is responsible to ensure flights, travel insurance and any components booked outside of this retreat are cancelled and will adhere to the cancellation policy of each individual supplier.

If you wish to transfer the booking to another Retreat Participant, this has to be requested in writing to [stay@kidragonfly.com](mailto:stay@kidragonfly.com) and is subject to approval.

The following cancellation fees apply for booking cancellations and transfer requests:

3.1.1. Cancellation fees for all retreats are as follows:

Cancellations received:

- Prior to 30+ days from the start of the booked retreat date: You will forfeit the non-refundable deposit. If payment in full has been made, you may transfer the remainder of this payment – minus the non-refundable deposit – to a future retreat, to be used within 6 months from date of booking or request a refund minus the balance of the deposit.
- Between 14 and 29 days prior to the start date of your booked retreat: You will forfeit 100% of your non-refundable deposit. If payment in full has been made, you may transfer the remainder of this payment – minus the non-refundable deposit – to a future retreat, to be used within 6 months from date of booking or request a refund minus the balance of the deposit and 60% of the remaining cost.
- Between 7 and 13 days prior to the start date of your booked retreat: You will forfeit 100% of your non-refundable deposit. If payment in full has been made, you may transfer the remainder of this payment – minus the non-refundable deposit – to a future retreat, to be used within 6 months from date of booking or request a refund minus the balance of the deposit and 80% of the remaining cost.
- Between 0 and 6 days prior to the start date of your booked retreat: You will forfeit 100% of your fees. You may choose to transfer the payment to a future retreat, to be used within 6 months from date of booking, however, you will lose the non-refundable deposit plus 50% of the payment.
- **COVID-19:** Please note we are unable to offer a refund if you cannot join the retreat due to having to isolate being a close Covid-19 contact with a friend or family member. We cannot offer a refund if you contract Covid-19 yourself and are unable to join the retreat. We highly recommend you purchase travel insurance for any Covid-19 related cancellations or delays.
- Retreat prices are inclusive of credit card fees. Any refunds processed to you is at the discretion of KI Dragonfly.
- Credit card fees and payment processing fees generated by our Square system will not be refunded.
- Travel insurance is highly recommended.

3.2. Due to our commitment to transport companies etc, we cannot make any exceptions to the above-mentioned cancellation fees for retreats or local events, even if you are unwell.

3.3. We do not offer any credit for arriving late or departing early, missing activities, or not using any part of the scheduled program. Any refunds provided are at the discretion of KI Dragonfly. **We strongly recommend you purchase travel insurance.**

3.4. For any optional additional activities provided by a third party, organised by you or by KI Dragonfly, please refer to the cancellation policy of that third party provider.

3.5. If KI Dragonfly is forced to cancel or change one of our scheduled retreats/day trips/events or their dates for any reason, excluding force majeure (see clause 3.7) you may transfer your full payment to another retreat/day trip/event date within a 6-month period, subject to availability. You may also request a full refund (less the non-refundable deposit) to your original credit card/form of payment.

- 3.6. We are not responsible for any expenses incurred in preparation of any cancelled retreat/day trip/event – whether our own group retreats or retreats we have helped planning – i.e. airplane tickets, other accommodation booked, travel insurance, airport transfers, illness, loss of work etc.
- 3.7. We will not be liable for cancellation, failure of, or delay in performing our obligations under this agreement due to force majeure events (Earthquake, hurricane, tornado, flooding, volcanic activity or other natural disasters, or in the case of war, action of foreign enemies, terrorist activities, labour dispute or strike, government sanction, blockade, embargo or epidemic) or if certain conditions present unacceptable danger to the participant.
- 3.8. In the event of a cancellation or refund, we are not responsible for any currency fluctuations and will refund the original amount from the original invoice.
- 3.9. Any changes to your Itinerary or Schedule after we issue your Booking Confirmation, including but not limited to any changes to names and cancellation requests, may incur additional fees and charges in accordance with Third Party Terms.

#### **4. PRICES AND SCHEDULES/ITINERARIES**

- 4.1. Prices and Schedules/Itineraries as shown on the website are subject to change. We reserve the right to change retreat/day trip/event prices, or prices of individual add-on components, without prior notice. Existing bookings that have been paid for in full, or for which a deposit has been paid, will keep their original price as per the invoice.
- 4.2. We reserve the right to change our original Retreat/Workshop/Event/Class/Coaching session and schedule, or individual services due to extraordinary circumstances (e.g. external forces, governmental regulations, delays of third parties, weather, and oceanic conditions, etc.). Retreat/Workshop/Event/Class/Coaching session schedules and itineraries, including any activities and workshops included, can change at any time without notice.
- 4.3. We reserve the right to change the Retreat/Workshop/Event/Class/Coaching session location due to unforeseen issues (e.g. third-party delays or problems, construction, etc.). We will ensure the standard is kept the same in all the partnering venues.
- 4.4. The price of a Venue or Individual Services by Third Parties and any components therein is subject to change at the discretion of the third-party supplier offering any goods or services contained in your booking request. The Fees displayed with respect to an Itinerary will be current at the time you make the booking.

#### **5. LIABILITY**

- 5.1. To the extent permitted by law, neither KI Dragonfly nor any of its directors, partners, employees, or contractors accept any liability for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third-party providers over whom we have no direct control and is not preventable by reasonable diligence on our part.

As the retreat operator, we make arrangements with other parties to provide you with some of the services on your retreat. These parties are independent suppliers over whom we have no direct control. KI Dragonfly holds no responsibility for independent contractors (or weather conditions) changing services on the retreat.

KI Dragonfly is not responsible for any claims, losses, damages, costs or expenses arising out of injury, accident or death, damage, loss or delay of baggage or other property; or delay, inconvenience, loss of enjoyment, or frustration, whether physical or mental resulting from: (1) the act or omission of any party including KI Dragonfly or its employees; (2) mechanical breakdown, government actions, weather or other factors beyond our control; (3) your failure to read information provided and follow instructions including, but not limited to, obtaining sufficient travel protection & health insurance and providing correct & complete personal, health and travel information; (4) your cancellation or change for any reason in travel services offered; and (5) your medical or health problems or physical disabilities.

- 5.2. You acknowledge that you voluntarily take part in any retreat, day trip or local event, and in any activities, classes and excursions arranged by us, retreat venues, organisers, or third-party hosts, and insofar as legally permissible, waive your right to hold any of the organisers responsible for any loss or damage to person or property that occurs during our retreats.
- 5.3. KI Dragonfly reserves the right to change this policy at any time. The current policy is always applicable.
- 5.4. It is your responsibility to check the details contained in your Booking Confirmation, including your full name(s), the dates and location of your Retreat/Workshop/Event/Class/Coaching session (as applicable) before confirming and providing payment of the applicable Fees.
- 5.5. We act as your Retreat Planner to book your Retreat/Workshop/Event/Class/Coaching session, and our Services are subject to Third Party Terms. By agreeing to these Terms, you hereby authorise us as your agent to: make the bookings on your behalf; and arrange the relevant contract between you and each third-party service provider. Any Retreat/Workshop/Event/Class/Coaching session Itinerary booked by you is subject to Third Party Terms and, subject to these Terms, your legal right with regards to any aspect of the Retreat/Workshop/Event/Class/Coaching session is between you and the party identified in the Third Party Terms and the Australian Consumer Law.
- 5.6. Third parties who are not our employees or our direct contractors including but not limited to suppliers of any goods or services offered under a Retreat/Workshop/Event/Class/Coaching session will be your responsibility. Such third parties reserve the right to cancel and reschedule your booking due to unforeseen circumstances. To the fullest extent permitted by law, we are not responsible for the products or services provided, or any change or cancellation, by those third parties.
- 5.7. Participants must notify KI Dragonfly of any dietary restrictions and allergies at the time of booking.
- 5.8. By submitting a booking request, and confirming your booking, you automatically agree to our Liability Waiver:
- 5.9. In consideration of the services of KI Dragonfly, their agents, owners, officers, volunteers, participants, employees, service suppliers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “KI Dragonfly”), you hereby agree to release, indemnify, and discharge KI Dragonfly, on behalf of yourself, your children, parents, your heirs, executors, administrators, assignees, personal representatives and estate as follows:
  - a) You acknowledge that ice baths and cold exposure, yoga, and traveling entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. You understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. Your participation in all activities is purely voluntary, and you expressly agree to assume the risk of injury or damage while participating in all activities during your Retreat/Workshop/Event/Class/Coaching session and are not grounds for a refund or discount. Furthermore, KI Dragonfly’s guides and instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
  - b) Accordingly, you agree that you are voluntarily participating in any and all activities, risks, and use of the accommodations, and hereby assume all risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss of personal property. You expressly agree and promise to accept and assume all of the risks existing in the practice of ice baths, cold exposure, or yoga with knowledge that the risks of participating in this activity include, but are not limited to, sprains, strains, broken bones, paralysis, even death; exhaustion.

- c) You certify that you have adequate travel protection insurance should you need to cancel or change your travel plans and you certify that you have adequate health insurance to cover any injury or damage you may cause or suffer while participating in any of the activities, or else you agree to bear the costs of such injury or damage myself. You further certify that you are willing to assume the risk of any medical or physical condition you may have.
- d) You hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KI Dragonfly, its directors, employees and suppliers against all claims of losses, causes of action, damages or expenses of claim and against any costs including legal fees that may be incurred as a result of any such claims losses, damages or expenses whether valid or not, including any such claims which alleged negligent acts or omissions of KI Dragonfly.
- e) Should KI Dragonfly or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, you agree to indemnify and hold them harmless for all such fees and costs, and you declare to not take any legal action in any country.
- f) You are responsible for any damage that may occur at the participating venue during your stay and may be invoiced by the venue accordingly.
- g) You acknowledge that if anyone is hurt or property is damaged during your participation on a Retreat/Workshop/Event/Class/Coaching session, you may be found by a court of law to have waived your right to maintain a lawsuit against KI Dragonfly on the basis of any claim from which you have released them herein. This is to certify that KI Dragonfly, its directors, employees and suppliers are released from any responsibility for any loss, mishap, accident, injury or death that may occur during your participation in any Retreat/Workshop/Event/Class/Coaching session at the KI Dragonfly.
- h) You are responsible to settle any incidentals (anything consumed at the venue that is not part of the retreat inclusions) prior to checking out of the venue.
- i) You acknowledge that retreat photographs and images which include you can be published by KI Dragonfly for the company's marketing purposes only.

## **6. PASSPORT, COVID-19 AND VISA INFORMATION FOR OVERSEAS RETREATS**

- 6.1. Laws regarding validity of passports vary from country to country, with many governments still requiring passports to have a minimum validity of 6 months beyond the period of intended stay. Passports must also have a minimum of four blank pages to be valid for travel.
- 6.2. It is your responsibility when travelling or transiting a country to ensure that you have valid passports, visas, visa waivers, re-entry permits which meet the requirements of the local immigration and/or government authorities.
- 6.3. It is your responsibility to ensure you are aware of any rules and regulations concerning Covid-19 testing, entry requirements and travel requirements. Any cost incurred or future cost related to Covid-19 testing is at your own expense. Any Covid-19 related cancellations, incidents, medical bills, delays, and any other expenses are at your own expense.

## **7. HEALTH OVERSEAS**

- 7.1. It is important that you discuss your travel plans with a health professional to ensure you have the correct vaccinations for your trip and any booster doses of childhood vaccinations you may need. The Australian Government recommends you make an appointment with your doctor or travel clinic for a basic health check-up as well as to discuss the health requirements (vaccinations etc.) and/or any precautions for the destinations you will be traveling to.

Apart from the health risks involved, some countries prohibit travel unless you can prove your immunisation record. The World Health Organisation provides health information for overseas travellers.

- 7.2. Should you need to carry medication overseas with you it is important to check the medication is legal in the destination country. On occasions, you may need a letter from your doctor describing your medical condition and a detailed list of the medication required.

(In general, the medication should be carried in its original packaging and clearly marked.) For more medical information, visit your local doctor.

- 7.3. Some countries require tourists to carry proof of medical cover (in the form of travel insurance) in order to enter. It is therefore highly recommended that you keep a copy of your policy on you at all times when travelling.
- 7.4. It is your responsibility to have all the required vaccinations for Covid-19. Any cost incurred due to being denied access to a country or state in Australia are at your own expense.

## **8. COMPLAINTS**

- 8.1. If you have any feedback or a problem during your Retreat/Workshop/Event/Class/Coaching session, please inform the retreat leader immediately and s/he will endeavour to resolve your issue.
- 8.2. Please note that we are not responsible for the individual behaviour of any group member or guest sharing your room/accommodation.
- 8.3. If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
  - a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute.
  - b) If the Parties cannot agree how to resolve the dispute, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of South Australia to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- 8.4. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

## **9. YOUR OBLIGATIONS AND WARRANTIES**

- 9.1. You warrant that throughout the term of these Terms that:
  - a) there are no legal restrictions preventing you from agreeing to these Terms;
  - b) you will cooperate with us and provide us with information that is reasonably necessary to enable us to perform the Services as requested by us from time to time and comply with these requests in a timely manner. Such information may include but is not limited to your name, gender, contact details, payment details, and passport details where necessary;
  - c) the information you provide to us is true, correct and complete;
  - d) you will not infringe any third-party rights in working with us and receiving the Services;
  - e) you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that we and you will use all reasonable efforts to resolve your concerns;
  - f) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
  - g) you consent to the use of your name and Intellectual Property in relation to the Services in a way which may identify you; and
  - h) if applicable, you hold a valid ABN which has been advised to us.

## **10. OUR INTELLECTUAL PROPERTY**

- 10.1. The Materials contain material which is owned by or licensed to us and is protected by Australian and international laws. We own or hold the appropriate licence to the Intellectual Property rights in the Materials including but not limited to copyright which subsists in all creative and literary works incorporated into our Materials.
- 10.2. You agree that, as between you and us, we own all Intellectual Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights in our Materials, except as stated in these Terms or with our written permission.
- 10.3. Your use of our Materials does not grant you a licence, or act as a right to use, any Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.
- 10.4. You must not breach our Intellectual Property rights by, including but not limited to:
  - a) altering or modifying any of the Materials;
  - b) creating derivative works from the Materials; or
  - c) using our Materials for commercial purposes such as on-sale to third parties.
- 10.5. This clause will survive the termination of these Terms.

## **11. YOUR INTELLECTUAL PROPERTY AND MORAL RIGHTS**

- 11.1. If you provide information including any Intellectual Property to us, then you:
  - a) warrant that you have all necessary rights to provide the Intellectual Property to us;
  - b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence to use the Intellectual Property in any way we require to provide the Services to you; and
  - c) consent to any act or omission which would otherwise constitute an infringement of your Moral Rights.
- 11.2. If you (or any employee or agent) have Moral Rights in any Intellectual Property that you provide to us, you:
  - a) irrevocably consent to any amendment of the Intellectual Property in any manner by us;
  - b) irrevocably consent to us using or applying the Intellectual Property without any attribution of authorship;
  - c) agree that your consent extends to acts and omissions of any of our licensees and successors in title; and
  - d) agree that your consent is a genuine consent under the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statement.
- 11.3. This clause will survive the termination of these Terms.

## **12. TERMINATION**

- 12.1. Either Party may terminate these Terms if there has been a material breach of these Terms, subject to following the dispute resolution procedure.
- 12.2. We may terminate these Terms immediately, at our sole discretion, if:
  - a) we consider that a request for the Service is inappropriate, improper or unlawful;
  - b) you fail to provide us with clear or timely instructions and/or requested information to enable us to provide the Services;
  - c) we consider that our working relationship has broken down including a loss of confidence and trust;



- d) you act in a way which we reasonably believe will bring us or our Site into disrepute;
  - e) you provide us with incorrect payment details or any other incorrect information;
  - f) an invoice is overdue and you fail to pay an invoice within 14 days of a written demand for payment; or
  - g) for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe.
- 12.3. Subject to your rights under Australian Consumer Law, on termination of these Terms you agree that any Deposit and some payments made are not refundable to you, and you are to pay for all Services provided prior to termination, including any Services which have been performed and have not yet been invoiced to you.
- 12.4. On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 12.5. The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

### 13. LIMITATION OF LIABILITY AND DISCLAIMERS

- 13.1. **ACL:** If you are a consumer as defined in the Australian Consumer Law as set out under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), the following applies to you: *You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services remedied if they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure. To the extent we are able to limit liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.*
- 13.2. **Refunds:** Your rights to a refund for any of the Fees paid is subject to your rights under the ACL or corresponding foreign law that may apply to any product purchased as part of the Retreat/Workshop/Event/Class/Coaching session held by the KI Dragonfly, these Terms and Third Party Terms. Subject to your rights under the ACL, some Fees are non-refundable for change of mind by you as set out in our Retreat Proposal. If any cancellation fees apply for any change or cancellation for a Retreat we will notify you of these in our Retreat Proposal. Any applicable refund will be made via the same payment method used to pay the Fees. Please note venue refunds may not be received instantly by us. Whilst we will use reasonable endeavours to assist you with any applicable refund, your rights and any payment of a refund is subject to the third-party provider and beyond our control.
- 13.3. **Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in the period set out on the Site where it is affected by your delay in response, or supply of incomplete or incorrect information.
- 13.4. **Referral:** We may provide you with contact details of third parties that may be of interest to you. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third-party advice or provision of goods or services, and to the fullest extent permitted by law we disclaim all responsibility and liability for the third-party advice or provision of services, or their failure to advise or provide services.
- 13.5. **Warranties:** To the extent permitted by applicable law, we exclude all express and implied warranties, and all material and work is provided to you without warranties of any kind, either express or implied. We expressly exclude all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose. 13.6. **Availability:** To the extent permitted by applicable law, we exclude all liability for:

- a) the Services or any Retreat Venue or Individual Service being unavailable or sold out prior to issuing you a Booking Confirmation; and
  - b) any Claims (whether direct, indirect, incidental, special, consequential and/or incidental), for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services, or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.
- 13.6. **Limitation:** Our total liability arising out of or in connection with the Services, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by you to us in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.
- 13.7. **Accuracy of Information:** Whilst we endeavour to keep the information supplied on the Site up to date and correct, we make no representations, warranties or guarantees, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products including Retreats and Itineraries, services or related graphics contained on the Site for any particular purpose. You should review all information carefully and rely on your own independent research and you rely on such information at your own risk.
- 13.8. This clause will survive termination of these Terms.

#### 14. GENERAL

- 14.1. **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 14.2. **Relationship of parties:** These Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.
- 14.3. **Assignment:** These Terms are personal to the you. You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent (such consent not to be unreasonably withheld).
- 14.4. **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 14.5. **Force Majeure:** We will not be liable for cancellation, failure of, or delay in performing our obligations or the obligations of retreat venues and third party providers under this agreement due to force majeure events (Earthquake, hurricane, tornado, flooding, volcanic activity or other natural disasters, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo or epidemic) or if certain conditions present unacceptable danger to the retreat host and participants.
- 14.6. **Notice:** Any notice required or permitted to be given by either Party to the other under these conditions will be: from us to you, in writing addressed to you at the address in your Retreat Planning Contract; and from you to us, in writing to our address as set out at the end of these Terms. Any notice may be sent by standard post or email, and notice will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

- 14.7. **Jurisdiction & Applicable Law:** These terms are governed by the laws of South Australia and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in South Australia.
- 14.8. **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.

## TERMS OF USE

1. The content of this website is for your general information and use only. It is subject to change without prior notice.
2. This website uses cookies to monitor browsing preferences for our own research and to continuously improve the site. The following information may be stored by us for use by third parties: your username in case you create an account for your wish list.
3. Neither we nor any third parties provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
4. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
5. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look and graphics of the website. Any reproduction of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
6. All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.
7. Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.
8. This website may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. They do not signify that we recommend or endorse the websites. We have no control over the nature, content and availability of those websites.
9. Your use of this website and any dispute arising out of your use of it is subject to the laws of South Australia.
10. You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.
11. These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service.
12. These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments.
13. You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.
14. In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.
15. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

### Contact details:

Riese Cowell Pty Ltd t/as KI Dragonfly (ABN 85 615 948 528)

*Kangaroo Island, South Australia*

stay@kidragonfly.com

**Last update: 15 May 2024**