

Deaf Yoga Bali Retreat

22nd to 29th September, 2015

Terms and Conditions

Please read the following carefully. By submitting your final balance you agree to the Terms and Conditions set out below and as described on the website.

General

1. The Participant is 18 years old or over.
2. The Participant acknowledges that during the Vacation that they will be participating in yoga classes, during which they will receive information and instruction about yoga and health. The Participant recognizes that yoga requires physical exertion, which may be strenuous, and is aware of the hazards and risks involved.
3. The Participant understands that it is their responsibility to consult with a physician prior to and regarding their participation in the Vacation. The Participant represents and warrants that they are physically fit and have no medical condition, which would prevent their full participation in the Vacation.
4. The Participant is required to notify Honeybee Creations if there has been any change to their health subsequent to the payment of the deposit and prior to departure, which may in any way affect their ability to undertake the Vacation.
5. The Participant will faithfully follow all the instructions given by all the instructors as to when, where and how to perform and not to perform yoga exercises, it being understood that any deviation from such instruction shall be at the Participant's own risk.
6. The Participant will not hold Honeybee Creations, its instructors, contractors, or employees legally or financially responsible for any injuries suffered, caused whole or in part by the Participant's failure to faithfully follow the instructions of the instructors, or by any physical impairment of the Participant's not fully disclosed by the Participant in writing.
7. The Participant will not hold Honeybee Creations, its instructors, contractors, or employees legally or financially responsible for any illness or food reactions suffered, caused whole or in part by the Participant's failure to fully disclose any food allergies or intolerance's in writing.
8. The Participant will have valid and current travel insurance at the time of the Vacation and for the duration of the Vacation; and will provide full details of the policy to Honeybee Creations prior to commencement of the Vacation.
9. Prices do not include airfares. Airport transfers are available to and from Ngurah Rai Airport (Denpasar) by arrangement with Honeybee Creations.
10. Honeybee Creations reserves the right either before or during the Vacation to refuse to carry or accommodate any Participant which it considers to be unsuitable by reason of physical or mental condition.
11. Honeybee Creations recommends that ALL PARTICIPANTS consult their General Practitioner in relation to vaccinations required for the country(s) to be visited.
12. If a Participant is refused entry to any country as a result of that country's entry requirements, Honeybee Creations is not responsible for any costs or expenditure incurred as result of that entry refusal, and there shall be no reimbursement of monies paid in relation to the Vacation.
13. Australian Consumer Law - Under the Competition and Consumer Act 2010 (Cth) consumers have the right to compensation and costs if services are not provided with care and skill or if services are not reasonably fit for a particular purpose made known by the consumer or services are not supplied within a reasonable time. These rights cannot be excluded. Subject to the above statutory rights Honeybee Creations shall not be liable in

respect of any injury, damage, loss, accident, delay or irregularity that may be caused to persons or property however caused or arising during or in connection with the Vacation and any other services booked through Honeybee Creations. Honeybee Creations makes no representation or warranty with respect to the standard of transportation, accommodation, or other service to be provided by Contractors and shall not be liable or in any way responsible for any failure by Contractors to provide such services.

14. Travel Warnings – Honeybee Creations recommends that Passengers contact the Department of Foreign Affairs and Trade to monitor any situations that may affect travel arrangements. Information can be obtained on the Internet at www.dfat.gov.au, by telephoning the Department of Foreign Affairs and Trade on 1300 555 135 or by asking a travel consultant for details.
15. General - Where the Participant has made a booking on behalf of persons other than them self, the Participant confirms that they are acting with the full knowledge and consent of such other persons and that they have the full authorization of such persons to bind that person to these Conditions.
16. A non-refundable 50% deposit is required to Honeybee Creations to secure a space on the Vacation.
17. Full payment of Vacation to be made by 5th June 2015 to commencement of Vacation.

Cancellations & Changes to Itinerary

- a) Substitutions are permissible subject to the substitute Participant complying with and agreeing to the Terms and Conditions of the Vacation
- b) Cancellations prior to 5th June 2015 prior to the commencement date of the Vacation – a full refund of the amount paid will be given less the 50% non-refundable deposit fee. Notice of cancellation must be provided in writing.
- c) Cancellations 5th June 2015 and beyond prior to the commencement date of the Vacation – no refund.

Cancellation by Honeybee Creations

Honeybee Creations may in its absolute discretion cancel the Vacation:

- a) If Participant numbers fall below 10 adults.
- b) At any time either prior to or during the Vacation by reason of the occurrence of a fire, flood, earthquake, storm or tempest, interruption of transport, embargo, industrial dispute, riots, civil unrest, act of terrorism, military coup or change of government, health risk or epidemic, or any other act or event occurring in the region of the country or countries on the itinerary of the Vacation and which Honeybee Creations may in its absolute discretion decides constitutes a danger to the security or well being of a Participant. In the event of such cancellation, Honeybee Creations shall not be responsible for the refund of any deposit or other payments made by the Participant on account of the Vacation and the Participants shall have no right to claim damages from Honeybee Creations;
- c) At any time prior to the departure date, in which case any deposit or other payments made on account of the Vacation shall be refunded to the Participant in full. The Participant shall have no right to claim damages from Honeybee Creations.

Vacation Details Subject to Change

Honeybee Creations reserves the right to change or alter the Vacation itinerary and/or inclusions without notice.

Visas & Passports

The Participant is responsible for obtaining and paying for all visas and entry documents, for meeting all health and other requirements, and for any documents required by the laws, regulations, orders, and/or requirements of the countries you will visit. Visa and entry documents must be obtained independently. All persons must consult with appropriate consulates to determine if any visas are needed; you are responsible for obtaining all visas and entry documents independently. Honeybee Creations is not responsible for providing you with specific visa and passport information or documentation, for any fees associated with obtaining these documents, and Honeybee Creations cannot accept liability for any passenger refused entry onto any transport or into any country due to failure of the passenger to carry correct documentation. All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. It is recommended you have a minimum of three blank pages in your passport when traveling, as many countries require blank pages. Multiple-entry visas are required for some vacations. It is your responsibility to verify all visa and passport requirements. The process of obtaining a visa and/or passport can take up to three months or more.

Safety

Please be aware that during your participation in Vacations operated by Honeybee Creations, certain risks and dangers may arise beyond our control, including but not limited to: the hazards of traveling in undeveloped areas; travel by boat, train, automobile, aircraft, or other means of transportation; forces of nature; political unrest; acts of lawlessness or terrorism; and accident or illness in remote regions without means of rapid evacuation or medical facilities. Honeybee Creations will not have liability regarding provision of medical care or the adequacy of any care that may be rendered. While Honeybee Creations will use its best efforts to ensure that adequate measures are taken, by agreeing to participate in a Vacation and/or optional excursions you agree that you will hold Honeybee Creations harmless regarding any provision of medical care or the adequacy of any care rendered. Honeybee Creations is not responsible for such risks and dangers that may arise beyond our control. Payment of your balance indicates you accept these risks and dangers and agree to hold Honeybee Creations harmless for such. These conditions shall be binding upon the Participant as well as their heirs, executors, administrators and legal personal representatives and also upon any family member or minor or other person on whose behalf the Participant signs the booking form and their respective heirs, executors, administrators and legal personal representatives. As the Vacation is sold as a package holiday, no itemization of costs will be given. No person, other than an authorized representative of Honeybee Creations by a document in writing, is authorized to vary, add, or waive any term or condition on its Web site, including any term or condition set forth in the preceding provisions.

Definitions

For the purposes of these Terms and Conditions, the following words shall have the meanings set opposite them:-

- "Honeybee Creations" Honeybee Creations employees, owners, instructors, contractors
- "Contractors" The persons or corporations providing the transportation, accommodation, or other services;
- "Known Medical Condition" means a medical condition that is currently being, or has been investigated or treated by a health professional, or a medical condition or symptom of which you are aware;
- "Participant" The person or persons embarking on the Vacation;
- "Vacation" The Vacation or travel arrangements specified on the website.