

BOOKING & TRAVEL CONDITIONS – Effective 28 January 2018

Introduction

Plan and Smash Pty Ltd/ We / Our / Us means Plan and Smash Pty Ltd. You means you and all guests in your booking. You are entering into this contract with Plan and Smash Pty Ltd, ABN: 351 9685 9989.

Your Agreement with Us

These and Your Booking Confirmation are the Terms and Conditions under which You book Your retreat and travel on any Plan and Smash Pty Ltd Australia product We sell You. Once We have received the first payment towards Your retreat, a legally binding agreement on these Booking and Travel Conditions becomes effective between all guests on Your booking(s) and Us. By making a payment, You represent that You accept and have authority from all guests on Your booking(s) to accept on their behalf, our Booking and Travel Conditions. Parents/Legal guardians accept the Booking and Travel Conditions on behalf of their children. It is imlocationant that You and all guests in Your booking read them carefully and understand them.

Certain laws such as the Competition and Consumer Act 2010 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for Your protection. They are designed to ensure our services are provided with due care and skill and are reasonably fit for a retreat. These Booking and Travel Conditions do not alter any protection given to You by consumer laws.

Retreat itineraries are not guaranteed

Many factors may affect Our ability to provide any particular itinerary. These include weather, mechanical difficulties, civil unrest or other unforeseen circumstances. We agree to use reasonable endeavours to provide a retreat in accordance with our published schedules and itineraries. However, We **do not guarantee itineraries and they do not form part of Your contract with Us**. If We are unable to operate in accordance with Our published itinerary, We may in some circumstances offer You assistance or compensation in accordance with clause 12.

Booking and accommodation

Each room can accommodate between one (1) and four (4) guests, depending on the room configuration. Each room booked will be assigned a unique booking reference.

A single traveller supplement applies to guests occupying a room alone. This will be outlined to You before You book with Your Travel Agent, online or through our Customer Service & Sales team.

If You decide to make Your Plan and Smash Pty Ltd booking through a registered Travel Agent, any amendments or enquiries on the booking will need to be made by Your Travel Agent.

A booking, and payments on a booking, can only be made by a person aged 18 years or over.

You acknowledge that You have authority from all guests in the booking to make changes to Your booking.

Retreat

Your retreat is determined by the retreat type, the number of guests in Your room, its location , the amenities offered, location charges, taxes, fees and location expenses (which are all subject to change), and any applicable air retreats including taxes and fees.

When you retreat with Plan and Smash Pty Ltd you can choose to purchase a "Early Bird" or 'Regular' retreat. Passengers who purchase a Early Bird Retreat enjoy extra benefits like flight inclusion, cancellation conditions, as outlined in the 'Payments' and 'Refunds Policies'. Please specify at the time of booking which retreat type you would like to purchase.

Once booked, Your retreat may be subject to increased taxes, fees and location expenses. You will be notified of this before it is added to Your retreat or to Your retreat account.

The retreat includes retreat accommodation, main meals at most retreat restaurants (additional fees may apply to some menu items), entertainment and some activities at the retreat, gym and some fitness classes, as well as taxes, fees and location expenses. Additional charges may apply to some entertainment and activities, and main meals at retreat specialty restaurants.

A number of optional extras are also available that are not included in the retreat including drink purchases, some retreat activities and entertainment, shore tours, shopping, wifi internet, laundry services, day spa services, fitness classes and additional dining options.

All prices are quoted in Australian dollars, unless otherwise noted.

In the event that a displayed price is incorrect, subject to any requirements under the consumer laws, We may retract the price and /or withdraw the product from sale and refund any payments made at the incorrect price.

Sometimes We will release promotional retreats. These can be offered and withdrawn at any time. If after booking You decide to change to one of these promotional retreats, You may need to cancel Your existing booking and our Refunds Policy outlined in clause 11 will then apply.

We may elect to impose a fuel supplement at any time, in which case any additional fees will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.

Payments

Your booking is not secure until full payment in cleared funds is received by Us.

Payment service fees

When booking directly with Plan and Smash Retreat Pty Ltd, service fees apply to payments made by credit cards or by PayPal. Service fees for credit cards, per transaction, are 1.1% for Visa and MasterCard and 2.3% for American Express. For PayPal transactions, a 1% service fee applies.

There is no service fee for debit card or BPAY payments.

Service fees are subject to change and will be advised at the time of payment.

Name Changes

Once you have made your booking, please check your Booking Confirmation, or with your travel agent to ensure the details are correct.

Should you need to correct the spelling of a name on your retreat booking, no administration fee will apply. However, should you need to replace a retreat attendee on your booking, the following administration fees will apply based on the retreat purchased:

retreat Type	Fee per name change
Value Plus and Value retreats	No fee
Go retreat	\$50 per change

Any name change to Plan and Smash Retreat Pty Ltd.

Air bookings will require the air to be cancelled and rebooked, and applicable charges will apply as per the ITravel booking policy (our preferred supplier).

Air Terms and Conditions

One original retreat attendee from the booking must always remain on the retreat. If all original guests cancel / are replaced, the booking will be subject to the Refund Policy at clause 11.

If the cancelling retreat attendee was the only person that qualified the booking for a promotional retreat (eg: past retreat attendee retreat), additional and remaining passengers will no longer be entitled to the promotional retreat. The booking will revert to a different retreat and the remaining passengers will need to pay the difference in cost, if any.

New guests added to bookings, and new bookings made within 48 hours of departure will be asked for passport information at the time of booking for security clearance. Please note, we are unable to accept new bookings or new guests on existing bookings after 5pm (Sydney time) on the day prior to departure.

Security Cameras

For the safety and security of our guests and staff, We use Closed Circuit Television (CCTV) to monitor and record public areas at the villa. This footage is confidential and is not available for viewing, unless required or permitted by law. We are not responsible for any consequences arising from the viewing or other use of this footage

Room Changes

On occasion, We may offer reduced cost upgrades meaning that. You may be offered a higher grade room at a discounted rate. The opportunity of an upgrade is never guaranteed and will always be at our discretion.

We may also upgrade You without consultation to a higher room grade at no extra charge. The higher grade room could be in any part of the retreat (forward, mid retreat or aft).

If You have chosen Your booked room for a particular reason or You are travelling as a group and do not want to be considered for an upgrade, please let Your Travel Agent or our Customer Sales & Service team know at the time of booking.

If You receive an automatic upgrade, please note that it is not possible to return to Your original booked room. Even if You request not to be upgraded, Your room can still be changed for operational reasons, including when the number of people booked in the room is less than the number of beds in the room (for example, 2 people booked in a quad room) or if You have selected a wheelchair accessible room and do not require one.

In addition, when a booking is made and a specific room number is not selected (known as a 'Guarantee'), the room will be allocated at our discretion in the grade booked, or a higher priced grade, at a later date.

Refund Policy

Although We would love to see, We understand that plans can change. Should You need to cancel Your booking, We ask that You notify our Customer Service & Sales team at Your earliest convenience. The quantum of refund depends on the retreat type booked and the amount of notice.

You give us, as follows:

Refund Schedule – Bookings made on or after 28 January 2018

Days Prior to Departure that You Cancel	Refund Amount*	
	Early Bird	Full Price
180 – 76 days	No refunds, transfer to next available course valid for 24 months	Total retreat
75 - 31 days	No refunds, transfer to next available course valid for 24 months	25% of the Total retreat
30 – 15 days	No refunds, transfer to next available course valid for 24 months	10% of the Total retreat
14 days or less	No refunds, transfer to next available course valid for 24 months	No refund

Note: 'Total retreat' is the total amount payable to Us for Your booking.

*Unless otherwise stated, the Refund Amount is determined by reference to the Total retreat (including taxes, fees and location expenses) , less any third party charges for which Plan and Smash Pty Ltd are liable e.g. onshore activity cancellation charges.

Any Restricted Plan and Smash Retreat Pty Ltd ITravel booked will be charged 100% of the total air fare paid as a cancellation fee.

Any Flexible Plan and Smash Retreat Pty Ltd Air Fare booked will be charged 100% of the total air retreat paid as a cancellation fee if cancelled 44 days or less prior to the flight departure.

For Air cancellation fees, please refer to the specific Plan and Smash Retreat Pty Ltd Air Terms and Conditions before the Departure date.

Please note, your or our Travel Agent and promotional retreats may have different cancellation and refund terms. Please ensure You check these at the time of booking.

For bookings made directly through Plan and Smash Retreat Pty Ltd, any refunds will be processed based on the method of payment as follows:

Severability

These Booking and Travel Conditions must, so far as possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect, but if a provision, on its true interpretation or construction is held to be illegal, invalid or unenforceable:

- that provision must so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation; or

Choice of law and jurisdiction

This contract is governed by the laws in force in New South Wales. You agree that any action You bring against us will be brought in Australia and will be subject to New South Wales law. If You have a claim against us, You agree only to bring an action against us and not any of our related bodies corporate as defined in the Corporations Act 2001 (Cth).

Privacy

Privacy laws safeguard your personal details.

Personal Information

During the booking process and Your retreat, We ask for personal information about you. By providing this information, You authorise us to handle Your personal information in the ways indicated below:

- Credit / debit cards – refunds will be issued back to the card/s that was used to make payment.
- BPAY – refunds will be issued via cheque.
- PayPal – If the refund date is 365 days or less since the original payment was made, the refund will be process back to the PayPal account. If it is more than 365 days, the refund will be processed via cheque.
- For cheque refunds, please ensure your correct postal address has been provided in your booking. Cheque refunds may take up to 20 business days.
- For bookings made through a travel agent, any refunds will be issued back to the travel agent.

Retreat & Itinerary Changes

We will do everything We reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect Your retreat experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances.

In addition, We may change the itinerary, retreat or cancel the retreat due to operational or commercial requirements. We will notify You of these changes as soon as We can.

If We are forced to cancel the retreat for any reason prior to departure We will provide a full refund. Since Your itinerary is not guaranteed, please do not make any imlocationant arrangements or meetings based on the proposed itinerary.

Changes within our control

Where a significant change is made to the locations in Your itinerary prior to departure and this is due to a circumstance within our control, for example for operational or commercial requirements You will have the choice of:

1. the new itinerary;
2. an alternative cruise of comparable standard, if available; or
3. cancelling the retreat for a full refund of Your retreat paid.

For the purposes of this clause, 'significant change' means a change to the city of departure or disembarkation, or to the majority (by number) of the other locations in Your itinerary.

Changes outside our control

If it is necessary to change the itinerary due to safety, maritime law, severe weather, to protect human life or health or other factors outside our control, We will attempt to offer a revised itinerary as close as possible to the original itinerary. We will not provide any compensation in connection with the revised itinerary unless consumer laws require otherwise.

Travel Insurance

We strongly recommend You purchase appropriate international travel insurance at the time You pay Your deposit. As Australian Medicare and New Zealand Accident Compensation Corporation do not cover Your travel at the retreat, it is imlocationant that international travel insurance is purchased for all voyages (including domestic Australian itineraries which do not visit international locations). If You do not purchase international travel insurance You may not be able to recover any charges, medical costs, repatriation and other expenses that may be incurred if things do not go according to plan.

Pregnancy

Guests who are pregnant at the commencement of their cruise are required to supply a doctor's letter confirming they are fit to travel, including the estimated due date, prior to embarkation. We are unable to accept any guests who will have entered their 24th week or later of pregnancy, by the end of the retreat.

Supervision of Children

Children are not permitted to attend the Retreat. However, we understand that if you bring your children to Bali with another appropriate parent, they may attend the Villa grounds.

Parents/Legal guardians are responsible for children at all times. If a child displays dangerous or disruptive behaviour, the 'Travel Restrictions and Rights of the Retreat Manager' under clause 27 will be applied to both parent/legal guardian and child.

Parents/Legal guardians are responsible for ensuring that children under the age of 18 do not attend the Villa's restricted areas.

Children's access to pools and spas may be restricted and children are not permitted to use any pools and spas marked for adult only use. Children must be toilet trained and under their parent's/guardian's supervision in order to use retreat pools and spas. Children wearing nappies will not be permitted to enter retreat pools and spas.

You acknowledge that if You are travelling with a child of whom You are not the parent or legal guardian,

You are required to notify us and complete the 'Consent Form for Minors Travelling with a Responsible Adult' executed by the child's parent or legal guardian. You must carry this form with You at all times during Your cruise. You may be asked to make decisions relating to matters such as that child's safety, health and dietary requirements, medical treatment and decisions relating to disciplinary matters.

Visas, Passport and Vaccinations

When booking a retreat visiting an international location, You are responsible to ensure You have all necessary visas, vaccinations and travel documents, including a passport that is valid for the minimum duration required based on the countries You are visiting. Your passport must be valid for a minimum of six months beyond the date of Your cruise return and have sufficient blank pages for entry and exit stamps and visas.

Without the necessary passport, visas and/or vaccinations, local authorities may deny You boarding, prevent You from entering, issue a fine or deny the retreat entry into the location.

It is Your responsibility to ensure You have all the necessary documentation which permits You to travel, including visas for locations at which You do not intend to disembark.

We will not provide You with a refund or reimbursement for any expenses or losses incurred as a result of Your failure to comply with these requirements.

Identification Requirements

For passengers departing an Australian location that do not visit an international location, and for domestic cruises departing a New Zealand location that do not visit an international location, a valid passport or government issued photo identification is required. Accepted forms of government issued photo identification includes drivers licences, proof of age cards (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted) and Government ID cards. For Australian domestic cruises, a current Medicare card can be used for guests under 18 years of age. For New Zealand domestic cruises, an original or certified copy of the child's birth certificate or a school pass with photo will be accepted for guests under 18

years of age.

Prohibited items

To ensure a safe and enjoyable retreat for all our guests items which may pose a risk to the safety of guests and staff are not allowed to be brought our retreat including: Irons, kettles, coffee machines, baby bottle warmers, candles, heating devices, illegal drugs, illicit substances, flammable liquids, weapons (including knives of any kind), hoverboards (Flyboards or similar devices), remote control devices of any kind, such as drones, and power boards with surge protection devices. In addition certain electrical items and personal grooming devices, such as power boards (without surge protection devices), laptops, phone and camera charges, hair dryers and straighteners, curling irons and shavers may be allowed retreat if they are deemed to be in a safe and proper working condition, and used with proper caution. However, if such devices are deemed to pose a hazard, they will be confiscated and available for collection at the end of the retreat.

As part of our commitment to the responsible service of alcohol and to ensure the safety and security of guests and staff, , guests are prohibited from bringing alcoholic beverages to the retreat, In addition, the following beverage items cannot be brought to our retreat:

- Plastic or glass bottled drinks (including water) and slab packs of canned drinks;
- Tetra pack drinks (including fruit juice poppers)

Each guest can bring retreat a maximum of 12 canned drinks loosely packed in hand luggage.

All luggage, including hand and check-in, will be x-rayed at embarkation. In addition, it may be necessary for our staff and other parties, such as location and government agencies, to search You and Your luggage. You agree to allow such searches. Any prohibited items or items which may pose a quarantine or safety risk found in hand or checked in luggage will be confiscated and, if appropriate, will be available for collection at the end of the retreat. If the confiscated item is not collected at the end of the retreat.

You must contact us within three (3) days of retreat end to claim the item if Your item is appropriate to be returned. If You do not contact us within this time Your item will be destroyed.

All items purchased during Your cruise will be subject to applicable quarantine clearance procedures by local authorities on disembarkation.

We can deny entry to any person in possession of any weapons or illicit substances. We may also hand these items over to law enforcement agencies.

Villa purchases

All Plan and Smash Retreat Pty Ltd' retreat villas operate on a 'cashless' and credit card system.

Accepted credit or debit card (Visa, Mastercard or Amex) will be accepted by the Villa. Plan and Smash Pty Ltd does not control the villa purchases and any purchases made at the villa with villa staff are not the responsibility of Plan and Smash Retreat Pty Ltd.

Service fees apply to all retreat credit card transaction. The service fee for Visa and Mastercard transactions is 1.1%. For American Express the service fee is 2.3%. There is no fee for debit card transactions. Service fees are subject to change and will be advised at the retreat. This fee will be charged once only at the end of the retreat.

Pre-paid credit cards, travellers cheques and cash Passport are not accepted.

Force Majeure

"Force Majeure Event" means the occurrence of:

- (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (b) ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
- (d) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (d) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year during the twenty (20) years prior to the Effective Date;
- (e) tempest, earthquake or any other natural disaster of overwhelming proportions; pollution of water sources resulting from any plane crashing into [];
- (f) discontinuation of electricity supply, not covered by the agreement concluded with the [utility company]; or
- (g) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts,

which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

(1) Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this Clause 20 shall not apply to that extent).

(2) As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

(3) The Company shall, and shall procure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

(a) prevent Force Majeure Events affecting the performance of the Company's obligations under this Agreement;

(b) mitigate the effect of any Force Majeure Event; and

(c) comply with its obligations under this Agreement.

The Parties shall consult together in relation to the above matters following the occurrence of a Force Majeure Event.

(4) Should paragraph (1) apply as a result of a single Force Majeure Event for a continuous period of more than [180] days then the parties shall endeavor to agree any modifications to this Agreement (including without limitation, determination of new tariffs (if appropriate) in accordance with the provisions of Clause 7(4)(e)) which may be equitable having regard to the nature of the Force Majeure Event and which is consistent with the Statutory Requirements.

Alcohol & gambling

Plan and Smash Pty Ltd are committed to the responsible service of alcohol. There may be times when We consider it appropriate to refuse the service of alcohol to a guest for any reason. Guests must be 18 years or over to purchase or consume alcohol, or gamble at the retreat. Government issued photo identification may be requested (Queensland 'Adult Proof of Age Card' will be accepted, however the older version of Queensland 'Card 18+' will not be accepted).

As part of our commitment to the responsible service of alcohol and to ensure the safety and security of guests and staff, guests are prohibited from bringing alcoholic beverages to the retreat. .

In addition, some other beverage items are also prohibited from being brought at the retreat. For more details please refer to the Prohibited items clause (clause 20).

Smoking

Smoking is not permitted indoors at the villa. This includes in guest rooms and on private balconies. For those who smoke, there are designated outdoor areas where smoking is permitted and this information will be communicated to You. Electronic cigarettes can only be used in the designated smoking areas at the retreat.

Lost or damaged luggage and personal belongings

Please make sure that all valuable and imlocationant items, such as jewellery, medicines, fragile items, and camera/computer/electrical equipment are carried in Your hand luggage and not packed in Your main luggage/suitcase or left unsecured in Your room or elsewhere. Once at the retreat all valuables and imlocationant items should be stored in Your in-room safe.

In the event You lose any items at the retreat, please notify Reception immediately. If You have already disembarked please contact our Guest Relations team. Due to hygiene reasons, any unclaimed clothing items will be destroyed at the end of the retreat. All other items not claimed within 3 weeks of the retreat return will be donated to charity or destroyed.

Where consumer laws and other laws permit us to exclude our liability, We will not be liable for loss of, or damage to, any luggage or other belongings, unless caused by our proven negligence or failure to provide services with due care and skill or that are reasonably fit for purpose.

Your Health

You must ensure that You are medically and physically fit for travel, and that such travel will not endanger yourself or anyone else. At the time of booking (or as soon as possible after booking), please advise us if You have any medical or physical condition that will or may require medical attention, medication or special treatment during Your retreat. We may also ask You to complete a health questionnaire or obtain clearance from Your doctor.

If a guest has a condition that We decide may seriously affect the enjoyment, health or safety of themselves or any other person at the retreat, We can refuse or cancel a booking. Such decisions will be made giving reasonable consideration to Your circumstances and We will advise You of our decision as soon as possible. Where Your booking is cancelled and You have provided us with a completed health questionnaire with all relevant information about Your condition, You will be entitled to a full refund.

Guests with restricted or limited mobility, and those with medical conditions must be self-sufficient or travel with a carer or someone who can assist with day-to-day activities. Our crew and medical staff are unable to act as personal carers.

Medical Centre

Our retreats have medically trained Villa staff and are registered at local medical practitioners, who, can access routine local and emergency clinics, 24 hours a day in the event of an emergency.

Indonesia is outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation and private health insurance. Consultations, treatments and medication are charged at private rates and must be paid by You and claimed through Your international travel insurance.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any guest arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.

Other Service Providers

While We specialise in retreats, You may choose to book other services with us such as flights and shore tours. We can assist You in making these arrangements; however, We act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Where possible, We will assist in addressing any concerns You may have with these service providers.

Any arrangements made with other service providers by or for You are Your responsibility and entirely at Your own risk.

Travel restrictions and Rights of the Retreat Manager

During the retreat the Retreat will exercise complete control over the retreat and take such actions as he or she thinks necessary to preserve the safety and integrity of the retreat and the comfort, safety and enjoyment of the guests and staff.

You are responsible for ensuring that no travel restrictions apply to you. If police or any other authority in any jurisdiction notify us of, or We otherwise become aware of, any matter that reasonably causes us to believe Your presence retreat presents a risk to Your own health or safety or the health or safety of other guests and staff, we, or the Retreat Manager, may deny You entry.

Once the retreat has commenced, if a guest seriously affects the safety, well-being or enjoyment of themselves or any other person at the retreat, the Retreat has the right to confine, sedate or disembark the guest. In such cases, We are not responsible for any expenses including Your return home. In addition, You will not be entitled to any refunds. While the Retreat will always act reasonably in these circumstances, You accept that the safety, well-being and enjoyment of everyone at the retreat, comes first.

Leaving the retreat early

If You are required, or choose, to leave the retreat for any reason (unless caused by our proven negligence or failure to provide services with due care and skill and that are reasonably fit for purpose), We are not responsible for any expenses, including Your return home. This also applies if You do not return to the retreat after a location visit. If We assist with any costs, You will be required to reimburse us. In addition, You will not be entitled to any refunds.

It is location to be aware that it will not always be possible to leave a retreat early, even when on an Australian domestic itinerary. Some Australian locations have strict border and quarantine restrictions which prevent cruise retreat passengers from discontinuing the retreat in that location, even if they are an Australian passport holder. Many international locations also have strict border restrictions and visa requirements.

Limitation of Liability

Limitation of liability for Recreational Services

Save for liability for significant personal injury caused by Reckless Conduct by us or our servants or agents, We exclude liability for all Excluded Recreational Liabilities arising out of the supply of Recreational Services.

In this clause:

- Reckless Conduct has the meaning set out in section 139A(5) Competition and Consumer Act 2010 (Cth) ('CCA');
- Excluded Recreational Liabilities means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease; and
- Recreational Services has the meaning set out in section 139A(2) of the CCA.
- ***Contributory Negligence***
- Our liability will be reduced in proportion to any negligence or fault on Your part.
- ***Notification of Claims***
- You agree to use all reasonable efforts to relocate any complaints or claims at the retreat, or otherwise bring the matter to our attention as soon as possible. You acknowledge that failure to bring any matter to our attention whilst retreat will limit our ability to investigate the matter following Your cruise.
- if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of these Booking and Travel Conditions will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.
- to collect personal information within the meaning of the Privacy Act 1988 (Cth) about you:
 - from any third party making a booking on Your behalf for cruise administration purposes;
 - if You are travelling as part of a group – from any person in the group for cruise administration purposes;
 - from any third party where it is necessary to provide a health service to You (including a medical disembarkation) and You are unable to provide the information directly;
 - for security purposes;

- for accident/incident relocationing, investigation and management purposes;
- Where lawful and reasonably necessary to perform our functions or activities, We may be required to collect sensitive information including, information about health, race and criminal record.
- to disclose Your personal information:
 - to our service providers, including mailing houses, ticketing companies, marketing agencies, emergency response providers, claims processors and lawyers for the purpose of enabling them to provide relevant services;
 - to our booking centre which is located in the Philippines;
 - to our customer database service providers which are located in the United States and India;
 - to related entities within the Carnival group of companies (headquartered in the United States and the United Kingdom with registered branch offices in Australia, New Zealand and Japan) for cruise administration and business operation purposes;
 - to Your Travel Agent for cruise administration purposes, including any information relating to travel bans;
 - where You book as part of a group – to every guest in Your group (excluding credit card details);
 - to an emergency contact person You have nominated for emergency management purposes;
 - to government departments/agencies/bodies responsible for customs, immigration, locations, quarantine and law enforcement, including police In Australia, New Zealand and each of the locations in Your itinerary, for relocationing purposes;
 - Where lawful We may also be required to disclose sensitive information about You to the entities listed above.
- to use and disclose Your personal information, and, where lawful, Your sensitive information:
 - for product research and development purposes, including conducting past guest surveys;
 - for sending You information about our products and services, including by email and messaging services such as SMS, and to us contacting You by telephone and fax (you may request to be removed from our contact lists at any time);
 - for re-locationing, assessing, investigating, processing and otherwise managing accidents/incidents, including disclosures to lawyers and insurers;
 - for public health and quarantine purposes;
 - for medical treatment (including medical disembarkation) purposes, including disclosures to health service providers, medical evacuation assistance companies, travel insurers, hotels, airlines, Travel Agents and, where You are unable to consent, next of kin.
- where Your expenses are charged to someone else's credit card – to deliver retreat account statements regarding those expenses to the credit card holder;
- where We need to disclose Your personal information to someone who is not in Australia – to transfer Your personal information outside Australia;
- where We need to disclose Your health information to someone who is not in New South Wales or to a Commonwealth agency – to transfer Your health information outside New South Wales or to the Commonwealth agency;
- in the event that You lodge a complaint or claim about any matter with or in relation to us – to use and disclose Your personal information for the purpose of re-locationing, assessing, investigating, processing, responding to and resolving Your complaint or claim, including disclosures to relevant government departments/agencies/bodies, courts/tribunals, Your Travel Agent, any

authorised representative acting on Your behalf and lawyers. You also authorise us to collect from any third party sensitive information about You within the meaning of the Privacy Act 1988 (Cth), and for any third party to disclose personal information about You to us, for the above-mentioned purpose.

- If You would like to access or correct Your personal information or obtain a copy of our Privacy Policy, please contact us on:

- Email: info@plansmash.com.au

- Alternatively, our Privacy statement can be found online at [insert privacy statement].

- **Security Cameras**

- For the safety and security of our guests and staff, , We use Closed Circuit Television (CCTV) to monitor and record public areas at our retreats. This footage is confidential and is not available for viewing, unless required or permitted by law. We are not responsible for any consequences arising from the viewing or other use of this footage.

Dictionary

In these Booking and Travel Conditions:

- **"Australian Consumer Law"** means schedule 2 of the CCA and any equivalent state or territory legislation;

- **"CCA"** means the *Competition and Consumer Act 2010* (Cth);

- **"Consumer Guarantee"** means right or guarantees a guest may have under the *Australian Consumer Law* or other rights in relation to the supply of goods or services that cannot lawfully be excluded or limited;

- **"Consequential Loss"** means any loss or damage suffered by a guest or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of interest, damage to credit rating or loss or denial of responsibility

- **"Excluded Recreational Liabilities"** means liabilities described in section 139(3) of the CCA which, without limitation, includes liability for death, physical or mental injury, or contraction or aggravation of any disease;

- **"Reckless Conduct"** has the meaning set out in section 139A(5) of the CCA; and **"Recreational Services"** has the meaning set out in section 139A(2) of the CCA.