

# Institute of Code Terms & Conditions

## Booking Procedure

The following booking conditions, together with the information set out in our brochure and website will form the contract between you and us for your program with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

"We"	are Institute of Code
"Meeting Point"	means the place specified by us in the Tour Pack as the place we will meet and start your Tour.
"Start Date"	means the date on which you board our transport at the Meeting Point.
"Tour"	means a study tour by Institute of Code.
"Tour Pack"	means whatever documents we send to you in hard or soft copy to provide information about your Tour.

The contract between us comes into existence when we send out our confirmation email which confirms your booking, or when you have paid your deposit. You will have undertaken to pay for the course you have booked and we will have undertaken to provide you with the course we describe in the brochure / on our web site.

If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into that contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.

If we are unable to accept your booking, we will of course return your payment to you immediately.

For you to make a booking, we require your deposit and a completed booking form. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.

## What is included in the price of our 10 day Code Retreat?

- Transfer to and from the local airport to the accommodation within 24 hours of the start date and end date
- 10 nights twin-share / triple-share accommodation in a pool villa in Bali (The specific villa may change at any time up until your arrival date)
- 3 meals per day (for the 10 days), unlimited filtered water, and some snacks.
- Course materials to accompany the lessons

- 100+ hours of guided tuition by a minimum of 3 mentors per group (at a ratio of at least 1 mentor to every 4 students).
- 3 x Activities (generally a mix of yoga, cultural activities, and sporting activities)

### **What is NOT included?**

- return flights to the tour destination;
- all other costs incurred before you meet us in Bali (for your airport transport) or after the retreat has ended;
- travel insurance or any other insurance personal to you;
- passport and visa costs;
- vaccinations and medication, before, during and after the tour;
- food and drink over and above what we include in the tour including alcoholic beverages;
- any local transport, or activities not explicitly listed above including any activities we facilitate in the afternoons that have a small cost (ie entrance to a temple) or large activities (ie. elephant riding)
- gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.
- A laptop computer to be used in the course.
- Anything else not explicitly mentioned in the inclusions above.

### **Payment procedures**

#### **Payment and failure to pay**

The price of our services and other charges shown are in US dollars and are current at the time of display, but may be subject to change.

The last date for payment of the balance of the cost of your course will be due to us at least six weeks before the Tour Start Date, unless other payment schedule has been specifically agreed to. We will tell you the last date for payment after we have confirmed our acceptance of your booking.

If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

#### **Late Bookings**

Any courses requested less than six weeks prior to the departure date must be accompanied by full payment at the time of booking.

### **Refunds**

Deposits are non-refundable (exceptions below) but in some cases may be transferable to another Institute of Code retreat. As stated on the tour web pages, a minimum number of participants are required in order for the tour to go ahead. Therefore we have a right to cancel any tour for which there are insufficient reservations. In the event of any such cancellation, all deposits or other payments made specifically to Institute of Code will be refunded in full.

### **Cancellations by you**

If you cancel your booking either through failure to pay the balance due or for any other reason, you must notify us in writing. We may charge a cancellation fee calculated as follows:

- More than 8 weeks before departure: loss of \$500 deposit
- Less than 8 weeks before departure: 50% of the program cost
- Less than 4 weeks before departure: 100% of the program cost

The above dates refer to the date that we receive notice of cancellation from you.

If circumstances force you to leave the tour early, you will have to bear any additional costs yourself.

If you are unavoidably prevented from joining the Tour, it may be possible for you to transfer your place to another person, providing this person meets any conditions which may apply to the booking and that you receive written approval from us of the transfer not less than 14 days prior to the Tour start date.

In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Institute of Code retreat you choose. Whether we do so is in our discretion, for which we do not have to give a reason.

### **Cancellation by us**

We reserve the right to cancel any tour, for which there are not enough bookings, not less than eight weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Institute of Code Program.

For this reason, we suggest that you should not book your flights until this eight week date has passed.

### **Payment Type**

All payments to us may be made by electronic transfer or credit card (incurring a 2.9% surcharge) to the Institute of Code.

You agree that all these provisions are reasonable.

### **The Tour**

#### **Tour Information**

Approximately four weeks before the Start Date, we shall send you a pack of information relating to your Tour. This information will include:

- location of Meeting Point and time of meeting;

- climate and clothing recommendations;
- any important details relevant to a particular site that we may visit;
- any pre-retreat coursework that we recommend you complete;
- details of the villa location and sleeping arrangements.

The program will run from approximately 11am on the first day of the retreat until 3pm on the last day of the retreat.

### **Accommodation**

We will arrange accommodation in one or more good quality villas. In extenuating circumstances, we may need to provide accommodation in an equivalent quality hotel. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- We reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- By default the retreat includes twin / triple share rooms. Where possible, single rooms may be available at an extra cost.
- While we take great care to ensure a high quality of accommodation, you must be aware that Indonesia is widely considered an emerging country, and as such issues like power outages, water outages, small insects getting into the villa etc are all possible. The water in Indonesia is not drinkable, so we will provide bottles water.

### **Changes of Itinerary**

Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.

We may therefore decide to make changes to the itinerary to accommodate. This can include changing the location of the retreat, the included activities, or the planned mentors (among others).

### **Travel Insurance**

It is a condition of booking an Institute of Code retreat that you take out comprehensive travel insurance. You must send us proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.

Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.

We advise that you should also check that any valuable equipment is covered either in your travel policy or your home contents policy.

### **Passport, Visa and Health Requirements**

Please note carefully:

- to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- remember to apply for any necessary visa in good time, we are not responsible for any lack of visa preparations on your part;
- check with your GP what vaccinations and medication you may require and allow time to obtain it;

### **Limitations on our liability**

We want you to enjoy a perfect retreat with Institute of Code. We shall do our best to make your retreat special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably can);
- any aspect of goods or services you buy or accept other than those arranged by us;
- medical problems or physical difficulties, even if you have told us about them in advance;
- medical emergencies;
- your own carelessness or negligence in any aspect of your behaviour whilst with us;
- laws, culture and standards of service and behaviour in any country we may visit;
- your inability to comprehend the course materials, or complete a portfolio of websites (although we will do our best to make sure this isn't the case).
- changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- problems or issues which we could resolve whilst on a Tour but which you raise only after your return.

### **Disclaimer and Liability**

The Institute of Code excludes all liability to you or any third party for loss or damage of any kind or nature relating in any way to the maximum extent permitted by law. This limitation includes, but is not limited to, any loss or damage you might suffer as a result of:

- errors, mistakes or inaccuracies by the Institute of Code;
- your action or inaction in relation to the Tour conducted by the Institute of Code;
- personal injury or property damage of any nature resulting from the Institute of Code, their subcontractors, their agents or any third party;
- any unauthorised access to or use of Tour, including any personal or financial information loss or damage;

The Institute of Code is not liable to you for any loss caused by any failure to observe the Terms and Conditions, where such failure is occasioned by causes beyond its reasonable control including force majeure events.

You acknowledge that the Institute of Code's ability to provide the services is dependent upon your full and timely co-operation (which you agree to provide). The Institute of Code will not be liable for any delays resulting from your failure to fulfil any of your obligations.

The provisions of the *Competition and Consumer Act 2010 (Cth) (CCA)* and all other relevant legislation which have the effect of implying conditions, terms and/or warranties are excluded to the extent permitted by law.

Where any law provides a guarantee which may not be lawfully excluded, the liability of the Institute of Code will be limited to that provided by law.

You agree you are not entitled to any incidental, consequential or other damages, including but not limited to, damages for loss of profits, loss or corruption of data or information, loss of goodwill or reputation, for business interruption, loss or diminishing of traffic or search engine ranking, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, notwithstanding the Institute of Code's fault, of tort (including negligence), strict or product liability, breach of contract or breach of warranty.

In no event shall the Institute of Code, its affiliates, related entities or suppliers be liable for any loss or any special, incidental or consequential damages arising out of or in connection with the Tour or this Agreement (however arising, including negligence), except as required by law. You agree to accept sole responsibility for the legality of your actions under the laws which apply to you. You agree that we, our affiliates and related entities or our suppliers have no responsibility for the legality of your actions.

### **Indemnity**

You will at all times indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms and conditions.

### **Information does not represent professional advice**

- You acknowledge and agree that information published by the Institute of Code is intended to provide general information in summary.
- It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information provided through the Institute of Code.
- In no event will the Institute of Code be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted by the Institute of Code.

### **Privacy**

While we take all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party.

By attending the course you consent to IOC taking photos of you throughout the duration of the course, and understand that these photos may be used for marketing promotions of the program.

### **Furthermore:**

- We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else.
- the services and features included in your Tour are those specified here. If you choose to buy other goods or services during your retreat, those are not part of the package we provide, even if arranged through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

## **Help we need from you**

### **Participation & Behaviour**

Your information pack will provide details about your chosen retreat, but the following are contractual matters:

- To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in the Australia. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.
- You agree not to consume any illicit substances or excessive amounts of alcohol during your retreat, and that if you do you may be excluded from the programme for the remainder of the tour.
- If at any time you wilfully or accidentally damage the property of Institute of Code, or any of our suppliers (including the villa accommodation) we will provide receipts for the damage to you and you now agree to repay us that cost upon your return from the tour.
- If you do not arrive at the agreed location ready to commence your program within 48 hours of the start date, we reserve the right to refuse you entry to the program to avoid disruption to the other participants. We will consider failure to arrive within 48 hours an intention on your part to cancel, and the applicable cancellation fees would apply.

### **Complaints**

We shall try our utmost to provide a happy and fulfilling retreat, but if we fail in any way, do please raise any issue with your program leader immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

The validity, construction and performance of this agreement shall be governed by the laws of Victoria, Australia. Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of Victorian courts.