

Contract for Services - Southern Lakes Events Limited trading as SheRetreatz Terms of Trade

In these Terms of Trade, **we**, **us**, and **our** refer to Southern Lakes Events Limited trading as SheRetreatz and include our employees. **You** refers to the Customer in the Order Details. **Parties** refers to you and us.

The agreement between you and us (**Contract**) is contained exclusively in these Terms of Trade and any subsequent variations agreed to by us in writing.

By Making a Booking, you accept the terms of this Contract to the exclusion of any of your terms and all previous representations made to you.

1. Definitions

1.1 In these Terms of Trade:

Commencement means the day the Retreat commences.

Completion means the completion of the Retreat.

Deposit means a proportion of the Fee advised by us, paid in advance as a part payment of the Fee.

Event Insurance means specific, optional, insurance for the Retreat offered through X Cover or such other provider as we may engage from time to time.

Fee means the payment required prior to our performance of the Services pursuant to clause 3 at the amount specified by us and any disbursements incurred by us on your behalf.

Intellectual Property includes all intellectual property rights, including copyright, documents, data, ideas, and photographs.

Making a Booking means when you make a reservation with us and we accept this in writing, including through our Online Booking System.

Online Booking System means Event Plus or such other online platform that we may authorise to accept bookings on our behalf.

Retreat means the specific local or overseas group trip we have advertised that you engage us to co-ordinate for you, including all associated Services, subject to the terms and conditions of this Contract.

Services means the services provided by us to you, including but not limited to the organisation, coordination and management of the Retreat, and arranging or booking accommodation, transport, tours, excursions, activities or any other related services on your behalf. Services do not include services provided directly to you by Third Party Providers.

Third Party Provider means any third-party provider arranged or booked by us on your behalf to deliver accommodation, transport, tours, excursions, activities, guiding or other services as part of a Retreat.

1.2 Reference to a party includes that party's successors, executors, administrators, and permitted assigns.

1.3 Reference to clauses is to clauses in this Contract.

1.4 Reference to a statute includes:

- (a) references to all regulations, orders, rules, or notices made under that statute;
- (b) all amendments to that statute and those regulations, orders, or notices; or
- (c) any statute passed in substitution of that statute.

2. Commencement and Completion

2.1 This Contract is binding on the parties from the date on which you Make a Booking. If you Make a Booking by email or through the Online Booking System, it creates the Contract.

2.2 We reserve the right to refuse a booking without giving any reason and shall in that event return any payment made by you. The Deposit paid is in all other events non-refundable, except to the extent a refund is required by law or pursuant to clause 11.

2.3 If we have given you a date for Commencement or Completion or advertised these dates, the dates are approximate only. We give no warranty that Commencement or Completion will occur on or before that date.

2.4 We may unilaterally extend the date for Completion, or reschedule any part of a Retreat, for any reason outside our control, or where reasonably necessary for the safety of participants.

2.5 We may, acting reasonably, modify the itinerary, accommodation, transport, activities, venues, guides, facilitators or other components of a Retreat where reasonably necessary due to operational requirements, supplier availability, safety considerations, weather conditions, force majeure events or circumstances outside our control. Where practicable, any substitute arrangements will be of a broadly comparable standard and experience.

2.6 If you Make a Booking on behalf of one or more other participants:

- (a) you warrant that you have authority to accept this Contract on behalf of each participant;
- (b) you must ensure that each participant complies with this Contract;
- (c) you are responsible for providing complete and accurate information relating to each participant; and
- (d) you remain responsible for payment of all Fees and other amounts payable in connection with the Booking.

3. Fee

- 3.1 The Fee replaces any prior quotation or estimate.
- 3.2 Unless specified otherwise, the Fee and all other amounts payable under this Contract are plus GST and are payable in New Zealand dollars.
- 3.3 Disbursements incurred by us on your behalf may include a reasonable mark-up by us.
- 3.4 The Fee is calculated on the basis of costs charged to us by Third Party Providers and, for overseas Retreats, on prevailing exchange rates, taxes, levies and fuel or transport surcharges. We may increase the Fee by written notice at any time before the it is due to reflect any increase in these costs that is beyond our control. If any such increase exceeds 20% of the Fee, you may cancel the Retreat within 5 days of our notice.
- 3.5 Should you exercise your right to cancel pursuant to clause 3.4, you agree that we will retain the Deposit as well as any unrecoverable reasonable costs incurred by us engaging Third Party Providers on your behalf.

4. Payment Terms

- 4.1 You will pay:
 - (a) The Deposit immediately upon receiving confirmation of your booking; and
 - (b) The balance of the Fee is due and payable by the day specified by us. If no date is specified by us, the balance of the Fee must be paid no later than 60 days prior to Commencement ("**Due Date**").
- 4.2 If you do not pay the Fee in accordance with the above clause 4.1, we reserve the right to cancel your Retreat booking and clause 5.1 shall apply.
- 4.3 Payment of all sums under this Contract will be without set-off or deduction of any kind.
- 4.4 We may apportion payments to outstanding accounts as we determine in our sole discretion.

5. Cancellation and Refunds

- 5.1 Unless you have explicitly requested and paid for our Event Insurance when you Make a Booking, we are not obligated to provide a refund for any payment of the Fee made to us where you change of mind or are no longer able to attend the Retreat.
- 5.2 We may cancel a Retreat, in whole or in part, by written notice to you if:
 - (a) the minimum number of participants required for the Retreat (as notified by us) is not met;
 - (b) a Third Party Provider fails to provide, or withdraws, what we consider to be a material part of the Retreat; or
 - (c) we reasonably consider that continuing with the Retreat would be unsafe, unlawful or not reasonably viable.
- 5.3 If we cancel under clause 5.2, we will, at our option and to the extent reasonably practicable, offer you an alternative Retreat of

comparable value or a credit, or refund the Fee less any non-recoverable costs paid to Third Party Providers on your behalf. Except as required by law, we will not be liable for any further loss, cost or expense arising from cancellation under clause 5.2.

- 5.4 You must obtain and maintain comprehensive travel insurance from the date you Make a Booking until Completion of the Retreat (whether with our Event Insurance or otherwise). Your insurance must include cover for cancellation, curtailment, medical expenses, emergency evacuation, repatriation personal liability, and for death or personal injury arising from any activities forming part of the Retreat. You are responsible for ensuring your insurance is suitable for your individual circumstances and for checking any exclusions, limitations and claim requirements. We are not responsible for any loss you suffer that could have been covered by such insurance if not effected and maintained by you.
- 5.5 If, after Commencement, you leave the Retreat early, become ill, miss scheduled activities, or choose not to participate in any part of the Retreat for any reason, no refund or credit will be issued. Any additional costs arising from early departure, illness, missed activities or non-participation, including accommodation, meals, transport, medical care or return travel, are your responsibility.

6. Accommodation

- 6.1 Unless your booking confirmation or the advertised Retreat details state otherwise, the Fee is calculated on the basis of, and includes, accommodation on a shared or twin-share basis, meaning you will share a room with shared or private facilities as specified for that Retreat. Where you book as part of a group, we will use reasonable efforts to accommodate your preferred rooming arrangements but do not guarantee any particular room, configuration or roommate.
- 6.2 The room type, number of beds, facilities and standard of accommodation are determined by the relevant accommodation Third Party Provider and may vary between Retreats and between nights on the same Retreat. Images and descriptions are indicative only.
- 6.3 Private room upgrades (including a private or single room) are subject to availability and are not included in the Fee unless expressly stated. If you request a private room, and it is available, the applicable single supplement or upgrade cost (as notified by us) is payable in addition to the Fee. Availability of upgrades is confirmed by us in writing, and we cannot guarantee an upgrade will be available at any particular time or price.
- 6.4 Any single supplement or private room upgrade cost is payable at the time we confirm the upgrade, or with the balance of the Fee by the Due Date, whichever is earlier. An upgrade is not confirmed until the applicable cost is paid.

- 6.5 You may request a change of roommate before Commencement, which we will try to accommodate but cannot guarantee. If you request a private room after booking, clause 6.3 applies.
- 6.6 If your intended roommate cancels, changes rooms or becomes unavailable (whether before Commencement or during the Retreat) and we are unable to allocate you an alternative roommate, you will be accommodated in a private room and the applicable single supplement is payable by you, unless we agree otherwise in writing. We will notify you of the single supplement as soon as reasonably practicable and it will be payable within [insert] days of that notice (or, if the change occurs during the Retreat, on or before Completion).
- 6.7 Where an accommodation Third Party Provider charges us additional or non-recoverable costs arising from your rooming choices or changes (including late changes, no-shows, damage, or additional occupancy), those costs are payable by you as part of the Fee.
- 6.8 To the maximum extent permitted by law, we are not liable for the acts, omissions, standard of accommodation or availability of any accommodation Third Party provider, subject to clause 8.2 and clause 11.

7. Booking Changes and Add-ons

- 7.1 You may request a change to your booking, the Retreat, itinerary, inclusions, participant details, accommodation, transport, activities, dates or any other aspect of the Services, including any add-on or upgrade (**Change Request**).
- (a) we are not obliged to accept any Change Request and may accept or decline it at our discretion;
 - (b) if we are prepared to accept the Change Request, we will advise you of any additional cost, non-refundable Third Party Provider charges, change fees, cancellation charges, timing implications or availability constraints that apply;
 - (c) a Change Request will only be binding once confirmed by us in writing. Email confirmation will be sufficient evidence of our acceptance;
 - (d) you must pay any additional amount payable for an accepted Change Request when required by us, and in any event before the changed Services are provided; and
 - (e) where a Change Request is accepted, the Contract will be deemed to be varied accordingly and these Terms of Trade will continue to apply to the changed Services.
- 7.2 If we do not accept a Change Request, the Contract remains unchanged, and the parties remain bound by its existing terms.

8. Third Party Providers

- 8.1 Any Third Party Provider fees or charges we pay or commit to pay on your behalf will be charged to you as part of the Fee.
- 8.2 You acknowledge that accommodation, transport, tours, excursions, activities, guiding and other services forming part of a Retreat are provided by independent Third Party Providers and not by us. In arranging or booking those services, we act as your coordinator and booking agent only for those components of the Retreat. To the maximum extent permitted by law, we are not liable for any act, omission, default, negligence, delay, cancellation or failure of any Third Party Provider, or for any loss, injury, death, damage or expense arising from services provided (or not provided) by a Third Party Provider. The provision of Third Party Provider services may be subject to the Third Party Provider's own terms and conditions, which may limit or exclude the Third Party Provider's liability to you.
- 8.3 You shall be provided with a copy of any Third Party Provider's terms and conditions applicable to your booking where those terms and conditions are made available to us. If you do not accept those terms and conditions, you must advise the Third Party Provider and us prior to Commencement, or you will be deemed to have accepted the terms and conditions and agree to be bound by them.

9. Performance of Services

- 9.1 We will:
- (a) perform the Services with reasonable skill, care, and diligence in a professional manner. For the avoidance of doubt, our obligation under this clause 9.1 applies to our own organisation, coordination, management, arranging and booking services, and not to the actual delivery of services by Third Party Providers;
 - (b) endeavour to ensure that the Services are performed in accordance with any time frames agreed in writing with you;
 - (c) liaise with you during the course of performing the Services in accordance with your reasonable requirements.
- 9.2 You will, as an obligation under this Contract:
- (a) comply with all directions provided by us or the Third Party Providers in relation to the health and safety of yourself or other participants in the Retreat;
 - (b) promptly provide any information required from you for us to complete the Services including but not limited to your personal details required for completion of the bookings with Third Party Providers;
 - (c) ensure that you have the appropriate health and fitness level to participate in the Retreat without aid from us or the Third Party Providers;
 - (d) ensure that, at your own cost, you (and each participant in your booking) hold a

valid passport (that does not expire within six months of the Completion date), visa and any other travel documents, vaccinations and permits required for the Retreat. We are not liable for any loss arising from a failure to hold the necessary documents, or from any refusal of entry by any authority;

- (e) advise us in writing at the time of booking of any medical condition, disability, dietary requirement, allergy, or other circumstance that may affect your (or a participant's) ability to safely take part in the Retreat. You are responsible for assessing your own health, fitness and suitability for the Retreat. We may require you to provide written medical clearance from a suitably qualified health practitioner before Commencement, or before participating in particular activities. We may decline a booking, require a participant to sit out an activity, or require a participant to withdraw, where we reasonably consider participation may be unsafe or unsuitable;
- (f) comply with all laws, regulations and other policies of all countries visited during the Retreat.
- (g) respect local customs, cultural practices, spiritual traditions, temples, sacred sites, local communities and community expectations in each destination visited during the Retreat. You must act respectfully and courteously at all times and must not engage in behaviour that we reasonably consider disrespectful, unsafe, offensive or disruptive.

10. Limitation of liability

- 10.1 Except to the extent that the law prevents us from excluding liability (including under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986), or where the loss or damage arises from our fraud or wilful misconduct, we will not be liable for any loss, damage, or liability of any kind whether:
 - (a) suffered or incurred by you or another person;
 - (b) in contract or tort, including in negligence or otherwise; or
 - (c) the loss or damage arises directly or indirectly from the Services.
- 10.2 To the extent we are liable for any loss suffered by you arising from breach of these Terms of Trade, the Contract, or for any other reason, our liability is limited to the Fee.
- 10.3 Nothing in this Contract limits or excludes any right or remedy you have that cannot be limited or excluded by law. Where you acquire the Services for the purposes of a business, you agree that the Consumer Guarantees Act 1993 does not apply and that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 are excluded, to the extent permitted by section 5D of that Act.

- 10.4 You participate in each Retreat, and in any tour, excursion or activity forming part of it, voluntarily and at your own risk. You acknowledge that overseas and outdoor travel involves inherent risks. To the maximum extent permitted by law, you release us from, and will not hold us liable for, any loss or injury arising from such inherent risks.

11. Force majeure

- 11.1 We will not be liable for any delay in Completion or failure to deliver the Services if the cause of the delay or failure is beyond our control, including (without limitation) acts of God, natural disaster, epidemic or pandemic, government action or travel restriction, war, terrorism, civil unrest, strike, or the failure or withdrawal of a Third Party Provider ("**force majeure event**").
- 11.2 If a force majeure event prevents, or is likely to prevent, a Retreat from proceeding or continuing, we may reschedule, vary or cancel the Retreat (in whole or in part) by written notice to you. In that event we will, at our option and to the extent reasonably practicable, offer you an alternative Retreat of comparable value or a credit, or refund the Fee less any costs already paid to Third Party Providers on your behalf that we are unable to recover. Where we subsequently recover any such amounts from Third Party Providers, we will pass those amounts on to you less our reasonable administration costs.
- 11.3 Except as required by law, we will not be liable for any further loss, cost or expense arising from a force majeure event.

12. Default

- 12.1 If:
 - (a) you fail to pay any money owing pursuant to this Contract; or
 - (b) you are otherwise in breach of this Contract;then, in addition to any remedies we have at law, we may do one or more of the following:
 - (c) require immediate payment of the Fee;
 - (d) charge default interest on any unpaid amounts at a rate of 10% per annum; and/or
 - (e) immediately terminate the Contract by written notice to you.

13. Intellectual Property

- 13.1 All Intellectual Property as at the date of these Terms of Trade remains with the owner.
- 13.2 We will retain exclusive worldwide ownership at all times of our methods of working, techniques, ideas, skills, and know-how.
- 13.3 All Intellectual Property, trade marks, branding, itineraries and materials we produce or use in connection with a Retreat remain our property (or that of our Third Party Providers or licensors). You must not copy, reproduce or use them except as reasonably necessary to participate in the Retreat.

14. Privacy

- 14.1 We are committed to protecting your privacy and complying with the Privacy Act 2020 of New Zealand. We will collect, use, and store your personal information in accordance with the principles set out in the Privacy Act 2020.
- 14.2 We may collect personal information from you when you Make a Booking, participate in a Retreat, or otherwise engage with our Services. This information may include, but is not limited to, your name, contact details, payment information, and any other information necessary to provide our Services.
- 14.3 Personal information we collect will be used for the purposes of providing our Services, managing your booking, communicating with you, marketing pursuant to clause 14.6 and ensuring the successful delivery of the Retreat. For the avoidance of doubt, where reasonably required, we may provide your personal information to our Third Party Providers, insurers, emergency services and emergency contacts. We may also use your information to comply with legal obligations or respond to lawful requests from government authorities, and, where consent is given under clause 13.6, for marketing and/or promotional purposes.
- 14.4 We will take reasonable steps to ensure that your personal information is stored securely and protected from unauthorised access, use, or disclosure. Your information will be retained only for as long as necessary to fulfil the purposes for which it was collected or as required by law.

Ownership of Marketing Material

- 14.5 We retain exclusive ownership of all promotional photos, videos and other recordings taken during Retreats by us or on our behalf. This includes all Intellectual Property rights associated with such materials.
- 14.6 We may take, edit, reproduce, publish and communicate photos, videos and other recordings taken during Retreats for marketing and promotional purposes, including but not limited to social media, website content, email marketing, brochures and advertising campaigns. By participating in a Retreat, you consent to the collection and use of your image, likeness and voice in such materials. If you do not wish to be included, you must tell us in writing before Commencement. After Commencement, any opt-out shall apply only to future marketing usage where reasonably practicable and shall not affect existing materials, or materials already published, printed, distributed, scheduled or otherwise committed for use.
- 14.7 By Making a Booking and participating in a Retreat, you acknowledge and agree to the collection, use, and storage of your personal information as outlined above. You also consent to the use of your image, likeness and voice in promotional materials, unless you have exercised your right to opt out. You acknowledge that group imagery may

incidentally include you, and while we will take reasonable steps to respect any opt-out, we cannot guarantee that you will not appear incidentally in background or group photos, videos or recordings.

15. Variation/Termination

- 15.1 We may at any time by notice in writing to you:
- (a) vary these Terms of Trade, acting reasonably, and you will be bound by the variation from the date of that notice, provided that any such variation will not apply to a Retreat you have already booked except where the variation is required by law; or
 - (b) terminate these Terms of Trade.

16. Participant Conduct

- 16.1 We do not tolerate any abusive, reckless or unsafe behaviour from our participants. This may include (but is not limited to):
- a. Physical or verbal aggression;
 - b. Bullying behaviour;
 - c. Excessive intoxication;
 - d. Possession, consumption or use of prohibited substances;
 - e. Failure to comply with our or any Third Party Provider's reasonable direction;
 - f. Conduct which is, in our opinion, disruptive to other participants on the Retreat's enjoyment;
 - g. Breaking the law in the countries visited on the Retreat; or
 - h. Any conduct or behaviour we consider would bring us into disrepute or damage our goodwill.
- 16.2 We may, acting reasonably, remove any participant from a Retreat who endangers the safety, health or enjoyment of others or engages in unlawful or seriously disruptive conduct as outlined in clause 16.1.
- 16.3 Our decision to remove a participant from a Retreat for misconduct or safety reasons shall be final, and no refund will be given. All further costs arising from such removal, including accommodation and return travel, shall be borne by the participant.

17. Notices

- 17.1 Any notice may be delivered in person or sent by email to you.

18. Costs

- 18.1 You must pay our costs of the enforcement or attempted enforcement of our rights under these Terms of Trade or the Contract, including all debt recovery costs and legal costs.

19. Assignment

- 19.1 You must not assign any of your rights, powers, or obligations under these Terms of Trade or this Contract without our prior written consent.
- 19.2 We may assign our rights and obligations under this Contract to any successor or related entity without your prior consent.

20. Disputes

- 20.1 If a dispute arises under this Contract, the parties will act in good faith to resolve the dispute.
- 20.2 Any claim or dispute arising under the Contract will be determined by mediation if the parties are unable to resolve the dispute themselves within one calendar month of the dispute arising. Nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.
- 20.3 This Contract shall be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

