

Thank you for registering your interest in our NZ Retreat.
In order for this Trip to run as smoothly and make your experience as enjoyable as possible, we have set out some terms and conditions in this document.
Please carefully read and understand this document, as payment of the Second Instalment constitutes an acceptance of these terms and conditions. If anything is unclear, please just ask.

In these terms and conditions, the reference of “we”, “us”, “our” or “The Design Coach” refers to The Design Coach Australia Pty Ltd trading as The Design Coach Australia (ACN: 637 826 147). The term “you”, “your” or “participants” refers to any person seeking to book a trip with us.

The terms and conditions set out in this document (**Terms**) form an agreement between you and The Design Coach under which you contract us to arrange and deliver trip arrangements to you. By making a booking with us, you acknowledge that you have read and agree to be bound by these Terms.

These Terms apply to trips departing between **1 January 2023 and 31 December 2023** as well as trips for future dates until updated.

We reserve the right to alter or modify these Terms prior to your submission of a booking request.

Definitions

In these Terms, the following definitions apply unless stated otherwise:

1. **‘Package Approval’** means your formal approval of the final Confirmed Package Fee as expressed via placement of a deposit via the TDC website.
2. **‘Booking Confirmation Notice’** means the written notice sent via email from The Design Coach to you that indicates that a provisional booking is a confirmed booking.
3. **‘Commencement Date’** means the date on which the NZ Retreat commences, being **14 October 2023**.
4. **‘Payment Schedule’** indicates the Payment Schedule at the end of this document.
5. **‘NZ Retreat’** or **‘2023 Retreat’** means the **‘2023 NZ Retreat’** as organised by The Design Coach.
6. **‘Deposit’** means the non-refundable amount paid as first instalment.
7. **‘Terms’** means the terms and conditions set out in this document.
8. **‘Third Party Supplier’** means a third party who is not the employee, agent or representative of the Design Coach and who will provide various services as set out in these Terms to you in the NZ Retreat.

About The 2023 NZ Retreat

1. Our NZ Retreat program inclusions are set out in the list below. Please note that these inclusions are subject both to availability and the terms and conditions in this document.
 - 6 nights accommodation
 - Welcome dinner
 - Intensive business workshops
 - Inspirational guest speakers
 - Wellness activities
 - Small group coaching sessions
 - E-Book summary of workshop notes
 - Private tours of incredible local properties
 - Most lunches and dinners
 - 3 x group coaching sessions following the Retreat
2. The Design Coach organises, manages and co-ordinates the NZ Retreat, but does not provide services that are provided by Third Party Suppliers. In particular, the Confirmed Package Fee does not include:
 - Flights (international or domestic);
 - Transportation to and from the airport;
 - Costs associated with passports and/or visas;
 - Covid-19 related costs including vaccination documentation;
 - Meals other than those stipulated;
 - Optional additional tours;
 - Costs associated with evacuations and other emergencies; and
 - Travel insurance costs.
3. The accommodation in the NZ Retreat only offers single rooms. Twin share is not an option.

Minimum Bookings

4. The minimum number of participants required for a trip is 20 and the maximum is 25. If by the Cut-off Date of 1 October 2022, we have not obtained the minimum number of participants, we have the sole discretion to terminate these Terms and cancel the NZ Retreat, in which case you will be refunded all payments made.

Full Payment

5. Once the deposit has been paid and a Booking Confirmation Notice is provided, you will be issued an invoice for the balance of the Confirmed Package Fee (**Balance**).
6. Balance payments are paid via EFT (or Credit Card with a 2% fee) to our nominated bank account as per the Payment Schedule listed at the end of these terms. Full payment of the Balance must be received prior to 14 September 2023.

7. Credit card payments can be arranged upon request. A surcharge of 2% will be added to the total amount when using Mastercard or Visa Cards. Amex or Diners will incur a 2.5% merchants service fee. This amount is added to the amount payable.
8. All prices quoted to you by us are in Australian Dollars and are based on foreign currencies and exchange rates at the date of the invoice.

Our Services

9. The Design Coach will provide our Services and other arrangements and services in our reasonable control with reasonable skill and care.
10. Should you not wish to partake in a particular workshop, activity or itinerary item, you are free to do so on the understanding that there will be no refund partial or in full for the portion of the NZ Retreat you withdraw from.
11. While we endeavour to provide you with notice, we cannot provide a locked-in itinerary prior to the commencement of the NZ Retreat. This is because there are many moving parts to co-ordinate the NZ Retreat that involve various third parties, including unique property visits which are largely determined by the owners of the houses or commercial premises, and these dates often change closer to the date of the NZ Retreat. This entails shuffling dates and events around to suit these requests.
12. Once the NZ Retreat has commenced, a day-to-day itinerary will be provided to you.

Third party Suppliers

13. We will engage a Third Party Supplier to provide you with services as part of our inclusions, such as guest-speakers, hoteliers, transport companies, fair organisers, museums and tour operators. However, we do not provide the services supplied by a Third Party Supplier. We do not employ the Third Party Supplier nor do we have control over or responsibility for the services of the Third Party Supplier.
14. To the fullest extent permitted by law, we will not be held liable to you for any harm, loss, damage or injury attributable to the services, actions or omissions of a Third Party Supplier. The Third Party Supplier is solely responsible and liable for the services they provide you. All such claims you may have this regard must be directed against the Third Party Supplier.
15. If you have a complaint or dispute with a Third Party Supplier, you agree that The Design Coach is no way a mediator or liaison between you and the Third Party Supplier and you must communicate and engage directly with the Third Party Supplier. The Design Coach will provide you with the contact details of the Third Party Supplier to allow your direct communication. However, any further assistance is at our sole discretion.
16. You acknowledge and agree that you will be bound by the policies and terms and conditions of Third Party Suppliers.

Attendance

17. It is your responsibility to arrange all flights and transportation to ensure that you are in attendance at the nominated meet-up point at the nominated meet-up time. The meet-up point and the meet-up time will be emailed to you at least **60** days before the Commencement Date or with the Booking Confirmation Notice.
18. The Design Coach is not responsible or liable for your late arrival or your non-arrival, including due to airline delays. You agree that responsibility and costs for your late arrival or non-arrival are to be borne by you alone. No refund or partial refund will be available to you for missed inclusions in the NZ Retreat due to your late or non-arrival.
19. You agree that you will immediately inform The Design Coach as soon as you reasonably expect you may be late or unable to arrive. We may, but are not obliged to, assist you to ensure you are able to attend the NZ Retreat under alternative arrangements and transportation, such arrangement and transportation and its costs to be your sole responsibility.

Accommodation and Venue

20. As part of the Confirmed Package Fee, we will book accommodation and venues on your behalf. However, we do not supply accommodation or venues ourselves, nor are we responsible or liable for the supply of the accommodation or venue.
21. You acknowledge and agree that the terms and conditions and other policies of the accommodation and venue suppliers will apply to you, and both you and The Design Coach will be bound by such documents. We will email you the relevant terms and conditions and policies which you must sign and return to us within 60 days of the NZ Retreat commencement. The accommodation and venue supplier may charge further costs to you for services beyond those which we have incurred on your behalf, such as room service costs, which you agree to pay.
22. We will not be held liable or responsible for any damage to the property or breakage of goods of the venue or accommodation. You further agree that we will not be responsible or liable for the loss of your personal property in whatever circumstances.
23. You are not permitted to bring or invite guests to the venue or accommodation without prior consent. Additional costs may be applied.
24. Should you have special requests relating to accommodations and venues, such as adjacent rooms, bedding requests, dietary needs and accessibility, you must advise us at the time of booking. We will pass on your request to the accommodation and venue supplier. However, it is ultimately beyond the control and responsibility of The Design Coach and we cannot guarantee a request or requirement can be catered to.

Intellectual Property Rights and Copyright

25. In the NZ Retreat, various workshop material will be shared with you. You acknowledge and agree that all such presentations, notes and workshop material, both electronic and physical (**Workshop Material**) are exclusively the intellectual property of The Design Coach. This includes both Workshop Material that you specifically receive as a copy to be kept and material which you are merely privy to in the course of the NZ Retreat.

26. Upon receiving full payment of the Confirmed Package Fee, we grant to you a royalty-free, non-exclusive, non-transferable, non-shareable and non-sublicensable licence to you to use the Workshop Material for the purposes of the NZ Retreat. However, this licence is for personal use only, meaning it cannot be distributed or sold commercially. You may not reproduce, modify or redistribute for any purpose other than approved in these Terms or distribute to a third party for any such purpose the Workshop Material without our written permission.

Travel Insurance

27. It is an essential term of your booking that you are adequately insured and for the duration of the NZ Retreat. We strongly recommend you seek adequate travel insurance which will cover you for personal accident, death, unforeseen cancellations, medical expenses, illness, emergency repatriation, personal liability, loss of property or any additional expenses. This is a general recommendation and does not constitute professional advice.
28. You must provide proof of your valid travel insurance to us 60 days before the commencement date. If you are unable to do so, we reserve the right to cancel your booking.
29. You agree and acknowledge that The Design Coach will not cover you for the cost of any unforeseen cancellations, medical requirements, illness, repatriations, loss of property or any such expenses during and in relation to the NZ Retreat.

Cancellations by You

30. If you wish to cancel, you must inform us immediately in writing via hello@thedesigncoach.com.au.
31. Depending on the timing of a cancellation, the following conditions will apply:
- (a) If the cancellation occurs up to and including 14 days after the Booking Date, a full refund of monies paid will be provided.
 - (b) If the cancellation occurs 60 days or more before the Commencement Date of the NZ Retreat, a refund will be offered less a 30% fee of the total trip cost will be charged to cover unrecoverable costs including accommodation cancellation fees, administration costs and booking cancellation fees.
 - (c) If the cancellation occurs within 60 days but more than 14 days before the Commencement Date of the NZ Retreat, a refund will be offered less a 60% fee of the total trip cost will be charged to cover unrecoverable costs including accommodation cancellation fees, administration costs, and general booking cancellation fees.
 - (d) If the cancellation occurs within 14 days of the Commencement Date of the NZ Retreat, a refund will be offered less an 80% fee of the total trip cost to cover unrecoverable costs including accommodation cancellation fees, administration costs, and general booking cancellation fees.

32. Unrecoverable Costs cover will cover costs paid to and cannot be recovered from Third Party Suppliers, such as accommodation costs, reasonable administrative costs and other costs as dependant on the respective policies of Third Party Suppliers.
33. However, if you cancel within 14 days of the NZ Retreat commencement due to COVID-19, whether this is supported by medical evidence or by travel advice or a government directive, you will receive a credit to apply to future events and NZ Retreats at TDC, being the full NZ Retreat Package Price, less an 80% fee to cover unrecoverable costs including accommodation cancellation fees, administration costs, and general booking cancellation fees.

Failure to provide evidence of vaccination status is not considered a cancellation due to COVID-19 under this clause.

34. The Deposit Payment is non-refundable, unless notice of delegate cancellation is submitted in writing within 14 days of deposit payment

Cancellations by Us

35. We reserve the right to cancel, reschedule or suspend the NZ Retreat due to unforeseen circumstances beyond our control or due to a Force Majeure Event. A Force Majeure Event is an event which is unforeseeable, unavoidable and in which no party can be held accountable for, including war, the threat of war, civil strife, pandemic, terrorist activities, acts of government and natural disasters.
36. If we cancel the NZ Retreat due to an unforeseen circumstances or Force Majeure Event, you acknowledge and agree that you are not entitled to a full refund of the monies paid. However, The Design Coach will offer you the choice of the following:
- (a) Transfer all payments made by you made by you to a credit note (**Credit Note**), which can be used against a rescheduled NZ Retreat, subject to the Rescheduled NZ Retreat clause below; or
 - (b) A 100% refund of all monies paid by you, minus unrecoverable costs and other expenses incurred as a result of the cancelled NZ Retreat and our reasonable administrative fees.
37. A Credit Note can be applied to all services, events, NZ Retreats and other trips offered by us, and is valid for 2 years from the date of issue.
38. If we cancel the Trip during the course of the NZ Retreat Program, you agree that you will not be entitled to a refund for the portion of the NZ Retreat up until the point of cancellation. However, we will offer a refund for the portion of the NZ Retreat after the point of cancellation (calculated by reference to the work and services already performed and Third Party Services already supplied rather than by timing) minus unrecoverable costs and other expenses incurred as a result of the cancelled NZ Retreat and our reasonable administrative fees.
39. You acknowledge and agree that The Design Coach is not responsible or liable for any incidental expenses or consequential losses that you incur as a result of a cancelled NZ Retreat, including but not limited to flights, costs of activities and services you have paid for separate to the NZ Retreat, loss of earnings or loss of enjoyment.

40. You acknowledge and agree that the terms in this section are reasonably necessary for the protection of our legitimate business interests.

Rescheduled NZ Retreat

41. Should the NZ Retreat be rescheduled, all payments made by you will be transferred for the new NZ Retreat dates and The Design Coach inclusions will be transferred free of charge. However, some further additions and changes to the NZ Retreat may be necessary due to the change in dates. We will endeavour to the best of our ability to secure the original accommodation and services from Third Party Suppliers. However, we cannot guarantee this and, if not possible, we will make all efforts to source a similar alternative.
42. You agree and acknowledge that further fees may be applicable where prices of Third Party Suppliers have increased due to the date change or where alternative provisions of the same quality and in the same price range cannot be reasonably sourced. If there are unforeseen increases in local operator costs, taxes or any government action that results in a price increase in the NZ Retreat inclusions, you acknowledge and agree these costs will be passed on to you.
43. You agree and acknowledge that The Design Coach is not responsible or liable to you for any additions, inclusions or modifications to the NZ Retreat as a result of the reschedule.
44. If we reschedule the NZ Retreat due to an unforeseen circumstances or Force Majeure Event, and you are unable to attend the new dates, you acknowledge and agree that you are not entitled to a full refund of the monies paid. However, The Design Coach will offer you the choice of the following:
- (c) Transfer all payments made by you made by you to a credit note (**Credit Note**),
 - (d) A 100% refund of all monies paid by you, minus unrecoverable costs and other expenses incurred as a result of the rescheduled NZ Retreat and our reasonable administrative fees.
45. A Credit Note can be applied to all services, events, future trips and retreats, and is valid for 2 years from the date of issue.

Health and Safety

46. Your safety on the NZ Retreat is our highest priority. The Design Coach regularly checks updates regarding government COVID-19 recommendations, protocols, and guidelines, and will at all times adhere to such formal recommendations and guidelines to ensure a high level of hygiene and safety on the NZ Retreat. This includes recommended spacing between guests, supply of hand-washing facilities and hand sanitiser (where required). You agree to likewise comply with such protocols and guidelines.
47. Should you feel unwell during the NZ Retreat, we reserve the right to require you to retire from the NZ Retreat and undergo COVID-19 testing. Should you test positive, you agree to follow all required and appropriate Australian government guidelines for quarantine/self-isolation. All costs associated with an extended stay and/or medical costs will not be covered by The Design Coach.

48. It is your sole responsibility to ensure you are compliant with all Government laws and regulations, both in Australia and abroad, relating to travellers and COVID-19 vaccinations.
49. In particular, it is an essential term of this NZ Retreat that you will be fully vaccinated as defined by the Australian and international Government laws and regulations. You agree to provide us with evidence of your full vaccination at least 60 days prior to the Commencement Date of the NZ Retreat. If you are unable to provide such evidence, you agree and acknowledge that The Design Coach reserves the right to cancel your booking. Cancellation fees will apply.
50. You agree that the matters in this section are necessary in order for us to mitigate the health and safety risks of the NZ Retreat and to provide a safe experience to you, other travellers as well as our staff as well as to protect the communities we visit.

Special Requirements

51. Where you have certain special requests or requirements, The Design Coach will endeavour to accommodate such requests and requirements. The Design Coach will attempt to include and pass-on such requests to all involved Third Party Suppliers. However, you acknowledge and agree that we cannot guarantee this, as this is dependent on the capacity and discretion of Third Party Suppliers and the standards and discretions of the destination country.
52. Any special requirements or requests with services excluded from the NZ Retreat, including flights, are not our responsibility and should be directed towards the appropriate party.

Amendments to NZ Retreat

53. In the event of an unforeseen circumstance, we reserve the right to alter or amend the NZ Retreat, including to the itinerary and accommodation, in order to maximise your experience.
54. There may be situations in which these alterations and amendments will be made with little to no notice to you. However, we will always endeavour to notify you as soon as practicably possible. We will always endeavour to make alterations or amendments that of equal standard or quality of the initial NZ Retreat.
55. To the fullest extent permitted by law, we will not be liable to you in respect of incidental expenses or consequential losses as a result of any alterations or amendments to the NZ Retreat.

Optional Activity

56. During the NZ Retreat, travellers will be provided time and opportunity to engage in optional activity. These optional independent activities are not included in the Confirmed Package Fee and do not come under this agreement. You acknowledge and agree that all optional activities you undertake are at your own personal risk and are fully your own responsibility.
57. Travellers may extend their stay either before or after the NZ Retreat at their sole discretion. However, all costs associated with extended stay, including travel and accommodation costs, are purely the responsibility of the individual.

58. We, and the Third Party Suppliers, may provide you with suggestions for such optional activities. However, we make no representation or warranty regarding these activities, and such suggestions are not taken to be advice and does not render us or the Third Party Supplier making the suggestion liable or responsible for the optional activity.

Marketing

59. During the NZ Retreat, we may take photographs, videos or recordings of you and your participation in the Trip, including reproductions of a likeness of you that may identify you. You consent to our use of such material for the marketing, promotional and branding purposes of The Design Coach in any medium we choose. You will not be entitled to any royalty or commissions for use of photographs, videos or recordings featuring you.

60. If you do not consent to our use of your image or likeness, please advise us via email at hello@thedesigncoach.com.au prior to the commencement of the NZ Retreat.

Complaints and Disputes

61. If you have a complaint during the course of the NZ Retreat, please let one of the tour operators know (in person) at the earliest opportunity and we will endeavour to assist to rectify the issue.

62. If you do not feel your complaint was resolved, please put your complaint in writing and email to hello@thedesigncoach.com.au and we will follow up at the completion of the NZ Retreat.

Visa and Passport

63. You must hold a valid passport for international travel including any appropriate visas, permits, certificates for and any other documentation to comply with the laws and regulations in the NZ Retreat destination. It is your sole responsibility to ensure you are in possession of the foregoing. Your passport must be valid for a minimum period of 6 months from the date of return from the NZ Retreat.

64. You agree that The Design Coach is not responsible if you are refused entry to a country due to your failure to secure the correct passport, visa or other documentation. You further agree that any fines, penalties or costs incurred to you as a result of incorrect or insufficient documentation is your sole responsibility.

65. We do not provide information or advice about visa or passport requirements that apply to the NZ Retreat bookings that you make with us. We recommend you to obtain such information from the appropriate authorities. We do not warrant the accuracy of any visa or travel information you may access from an external service provider and we accept no liability for any loss or damage which you may suffer in reliance on such information.

Disclaimers and No Warranties

66. Except as set out in this document, and without excluding or limiting your rights under Australian Consumer Laws and consumer guarantees, we disclaim all other warranties, guarantees and representations.
67. In particular, we make no warranty, guarantee or representation about the information provided to you in our workshops, and such information, including any suggestions, is general in nature and not to be considered professional or legal advice. You acknowledge and agree that The Design Coach accepts no liability for any loss or damage which you may suffer in reliance on such information, including a claim against us for loss of profits.
68. You further acknowledge that we make no warrant, guarantee or representation about the services supplied by Third Party Suppliers, such as the standard and quality of the transport, tours, museums, exhibitions, lunches, experiences and accommodation that you experience. We accept no liability for any loss or damage which you may suffer in relation to such services.

Acceptance of Risk

69. You acknowledge that, especially due to element of international travel, participation in the NZ Retreat involves a degree of risk to your personal health and safety. You acknowledge and agree that you have considered any potential risks to you in participating in the NZ Retreat, including encountering foreign political and cultural attitudes, infectious diseases, health risks such as altitude sickness, crime and threats to individuals, availability and quality of health care, medical facilities and medications, availability of disability accessibility, availability of certain specific foods and specific laws regarding medications.
70. You agree that despite precautionary measures and protocols that may be adopted by The Design Coach, the above risks are inherent and beyond our control. You agree to take all reasonable steps to ensure your own health and safety. This includes but is not limited to seeking all necessary and appropriate travel advice and medical advice related to the NZ Retreat and the destination. By participating in this Trip, you warrant that you have sought such relevant advice and you accept all personal risks associated.
71. It is your responsibility to seek medical advice to determine your fitness to participate in this Trip. We recommend you consult your local doctor, travel medical service or appropriate medical practitioner before participating. By participating in this Trip, you warrant that you have sought medical advice for any pre-existing conditions which may impact your ability to participate safely in the NZ Retreat and that you have obtained medical approval. You must also inform us prior to the NZ Retreat of any such medical conditions and requirements you may have.
72. Management of any medical conditions, needs and requirements is your sole responsibility. This includes ensuring you have in your possession and access to all necessary medications and ensuring your medication is compliant with international medication laws and regulations.
73. To the fullest extent permitted by law, we will not be liable for any injury or loss suffered by you if you fail to undertake reasonable steps to ensure your own health and safety.

Authority and Conduct on Tour

74. You agree to act with all due respect and courtesy during the NZ Retreat. It is important that you cooperate with us at all times and conduct yourself with all common decency and manner to ensure the NZ Retreat is a pleasurable experience for all involved.
75. We may from time to time make decisions or give instructions on matters likely to affect the safety, well-being or enjoyment of a participant in the NZ Retreat or the group as a whole. You agree and acknowledge that any such decision is final.
76. However, you acknowledge and agree that we are ultimately unable to control the behaviour of another traveller or any other third party you encounter, and therefore we accept no responsibility or liability for you, another traveller, or any third party.
77. We reserve the right to, acting reasonably, terminate these Terms and require you to depart from the NZ Retreat if we feel that your conduct is inappropriate or threatens or disrupts the safety and enjoyment of other travellers. If this occurs, you will not be entitled to a refund for the remainder of the NZ Retreat, nor will we be liable to you for any additional costs incurred by you due to and associated with your departure. We may also elect not to accept your participation in future events, trips or NZ Retreats booked with us.
78. You agree to strictly comply with all local laws, customs and regulations of the destination country at all times as well as all responsible travel guidelines.

Privacy Policy

79. By booking and participating in the NZ Retreat, you will be required to provide us with your personal information. Any of your personal information that we collect may be used for any purpose associated with the organisation, administration and operation of the NZ Retreat, or to send you marketing material in relation to events and special offers from The Design Coach.
80. We may also disclose your personal information to Third Party Suppliers in order to enable us to make the necessary arrangements and operations in the NZ Retreat.
81. We will otherwise treat your personal information in accordance with our privacy policy, available for viewing at [The Design Coach website](#).

Limitation of Liability

82. You agree and acknowledge that The Design Coach will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.
83. To the fullest extent permitted by law, The Design Coach excludes, and you release us and all our officers, employees, agents and representatives from, all liability for:

- (a) any damage to, or loss of, property or injury to or death of persons directly or indirectly resulting from an act or omission of a Third Party Supplier;
- (b) any loss, damage, claim or expense caused by the acts or omissions of yourself, including your breach of these Terms; and
- (c) any loss, damage, claim or expensed caused by a Force Majeure Event.

84. Where our liability cannot be excluded, our liability shall be limited to the cost of supply of our services to you.

Indemnity

85. You agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities and expenses, including costs of litigation and reasonable legal costs, resulting directly from:

- (a) Your use of our services;
- (b) Your participation in the NZ Retreat; or
- (c) A breach or alleged breach by you of these Terms.

Jurisdiction

86. These Terms are governed by and are to be constructed in accordance with the laws of the State of Victoria and Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Victorian Courts.

- End of Terms -

TRIP PAYMENT SCHEDULE (UPDATED JULY 2023)

First Instalment (Deposit)	10%	Paid at the time of booking
Second Instalment	45%	14 th August 2023
Third Instalment (Balance)	20%	14 th September 2023