



Day Escapes

Change Coaching Australia Day Escapes are offered monthly at scenic locations around Australia. All Change Coaching Australia Day Escapes include one or more of the following: nature walks, fitness walks, long distance walks, stretching, wellness activities, relaxation, forest bathing, wellness coaching and health education. Day Escapes vary depending on the location and the weather on the day.

Definitions

Agreement means these terms and conditions for Day Escapes, and all other terms and conditions and policies published or linked to our website, business and undertakings

Claim means any claim, under statute, tort, contract or negligence, any demand, award or costs

Force Majeure Event means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures

Intellectual Property Rights means all trademark, copyright, design rights, patents, trade secrets, confidential information and all other intellectual property rights whether registered or unregistered

Loss or Damage means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs

Day Escapes means any Day Escapes offered by us

Third Party Partners means any venue or provider of products and services during the Day Escape

We, us, or our means Change Coaching Australia Pty Ltd [ABN 48162458004] and includes any of our directors, officers, employees, agents, partners, contractors

Website and Services means www.changecoachingaustralia.com.au and everything available on our website including, but not limited to, all products, services and socials

Day Escape Participant Terms and Conditions

Terms and conditions for Day Escapes apply to all participants of the Day Escape run by Change Coaching Australia Pty Ltd (ABN 48162458004). Terms and conditions for the Day Escape together with your existing Service Agreement, Registration and Induction Packs, any other agreements, questionnaires, checklists, forms, release and waivers, declarations, terms and conditions, policies and procedures pertaining to Change Coaching Australia's business and undertakings or published on our website form an Agreement with us ("Agreement"). "You" could be any participant at a Day Escape of ours. When booking a Change Coaching Australia Day Escape, you agree to our terms and conditions and any further terms set by our Third Party Partners.

Bookings

To book a Day Escape you must provide us with various information. Any personal information used is subject to our Privacy Policy. We reserve the right to refuse bookings at our absolute discretion without stating our reasons. To confirm your booking, you must pay in full; this payment is non-refundable. Your booking is confirmed once we receive payment. All Day Escape participants must be over 18 years old.

Insurances

We strongly recommend you take out comprehensive travel insurance at the time of booking as we are not liable for any Loss or Damage. The Day Escape may involve high-risk activities such as long-distance walks, and you may choose to participate in other activities that may be of higher risk, hence it is advisable to cover yourself as you would on any other holiday.

Special Requests and Health Information

Special requests (such as dietary requests) must be made at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of these Terms and Conditions or the Third-Party Partner. We will try our best to cater for your requirements, however, we are not liable to. Guests are encouraged to take personal responsibility of their health and needs, as they would on any other personal holiday. We are unable to accept bookings which are conditional upon a special request being met and these will be treated by us as a standard booking. If your special request is not made at time of booking, we may not be able to cater for you, and your booking may be cancelled at our sole discretion. You must provide us with full details of any existing medical condition or disability that may affect you at the Day Escape at the time of your booking. If in our reasonable opinion we cannot cater for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking.

Day Escape Fees, Itinerary and Inclusions

Fees, inclusions and exclusions for Day Escapes are published on our website. We may change prices for Day Escapes without notice to you unless you have already paid. We may discount or offer free tickets to Day Escapes on occasion. We may change inclusions at any time. We may discontinue any unbooked Day Escapes at any time. We may change our range of Day Escapes at any time without notice to you. We are not liable for any price changes, other changes, or any discontinued Day Escapes. Descriptions of Day Escapes may change without notice to you. There may on occasion be errors or omissions in descriptions or prices, times, and availability and promotions. We may, but are not obliged to, correct any errors or omissions or change and update information or cancel Day Escapes if information is inaccurate at any time.





Travel and Accommodation

We are not responsible for how you arrive or where you choose to stay at the Day Escape. We might provide information regarding how to get there and accommodation nearby, however it is your responsibility to research and make your own arrangements including any accommodation, flights or transfers. With your permission we may connect you with other guests to see if you can jointly arrange your travel and accommodation. You take full responsibility for your own accommodation and travel plans.

Your Obligations, Conduct and Rules

By booking the Day Escape, you agree to provide us with various information including but not limited to your account details ("information"). You represent and warrant that:

- all information you provide is true, correct, current and up to date
- you will respond promptly to any of our requests for further information
- you will follow any and all directions and instructions that a medical practitioner has given you, and all guidelines from those facilitating your Day Escapes activities
- you will not exert yourself beyond your capacity and will only participate up to your fitness and physical abilities

During the Day Escape, if we find any information is not true, correct or current, we may, at our sole discretion, immediately terminate your account and remove you from our Day Escapes. You must conduct yourself appropriately at our Day Escapes. If you engage in any of the following, we may, at our sole discretion prohibit your entry or revoke your permission to attend our Day Escapes:

- any inappropriate or offensive conduct including but not limited to, any insults or profanity
- conduct that is religiously, racially, or sexually offensive, or threatening or abusive
- any illegal conduct including, but not limited to, anything defamatory, drug or substance abuse
- any immoral conduct including but not limited to, anything pornographic or obscene
- any conduct that impersonates any other person or misleads other attendees
- any dangerous conduct
- any overly inebriated conduct or intoxication where you are being disruptive
- any photography or video of the Day Escape except with our express permission

You further accept all liability for any Loss or Damage caused by you or any member of your party during the Day Escape, including, but not limited to any property, equipment, any damage to resort facilities, or Day Escape related facilities/equipment or theft, reuse, misuse of intellectual property and content without our express permission. Payment for any Loss or Damage must be made to us or our Third-Party Partner at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost is not known at the time, we will reasonably estimate it and if this reasonable estimate exceeds the amount paid, you must pay the difference once known, and if it is less, the difference will be refunded to you. We may require you to sign a disclaimer in relation to various Third Party activities at the Day Escape. We may also ask you to take a Rapid Antigen Test (RAT) before arriving at the Day Escape to ensure the safety of all attending. If you consider that someone is breaching the conduct rules, please notify the host promptly so that we can address the issue immediately.

Payment Terms

You agree that you will pay us for the Day Escape in advance via direct bank transfer or credit card. We also charge you any transaction fees or fees incurred by financial providers. Please properly check what is included and not included in your Day Escapes fees on our website and or reflected on your tax invoice. For example, travel and accommodation will not be included, and you will be responsible for organising and booking your own travel and accommodation. All sales are non-refundable except as outlined below. Full payment must be received by us 20 days prior to the Day Escape or we will not permit your admission. Your place in the Day Escape cannot be reserved or confirmed until full payment has been received. Reserving your place does not guarantee your booking until full payment has been received. You are responsible for making all payments due to us under your booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.

Refunds, Transfers

Any transfers to other services are at our sole discretion and subject to numbers and availability. We may allow you to transfer your booking to another person to attend the Day Escape in your place. To the extent permitted by law, any refunds are at our absolute discretion. We do not provide refunds for your change of mind, or where you failed to provide us with adequate information.

Cancellations

We hope you do not need to cancel your Day Escape, however, if cancellation takes place the following will apply:

- Cancellation of a booking by you must be made in writing
- It is up to you to cancel your booking
- We will not regard a booking as cancelled unless and until written notice is received by us
- Except as provided by law, we do not provide refunds for any cancellations

Minimum Numbers

Day Escapes may be subject to a minimum group size in order to run, and therefore occasionally have to be cancelled; if this is the case we will inform you as soon as possible. We are not liable for any Loss or Damage if the minimum size is not met, and we need to cancel the Day Escape.





Changes

You acknowledge and agree that the Day Escape leader, activity facilitators, itinerary, inclusions, times, dates and/or venues are subject to change. Local circumstances and unexpected facilitator absences can have an impact without prior notice and we rely on suitable, safe conditions to conduct Day Escapes. Changes may occur at our sole discretion. Despite our reasonable endeavours, on occasion we may need to change activities, or dates at short notice. We will notify you as soon as possible of any major changes to the Day Escape. In these circumstances we offer a transfer to another Day Escape if the new activities or dates are inconvenient to you. We do not provide refunds except as required under the Australian Consumer Law.

Confidentiality

During the Day Escape you may share sensitive, personal and private information ("Confidential Information") and others may share similar information. Often participants share sentimental and emotional details about themselves during wellness coaching workshops. You must respect the privacy of such details shared and must not discuss or share them with third-parties as doing so is disrespectful and can be perceived defamatory and maybe subject to legal action. You acknowledge and agree to keep all information confidential, and not to disclose any information outside the group. We will not disclose any Confidential Information, except where it is required by law as per our Privacy Policy.

Wellness Coaching Workshops

We encourage you to engage with your facilitator and other participants during wellness coaching workshops, however, you must comply with our rules at all times. You agree to participate with accountability, honesty, integrity and respect for the process. You acknowledge and agree that:

- all information shared in group workshops is to remain private and confidential
- you are participating in good faith
- we cannot guarantee results, and they are dependent on your actions and implementation
- you must be on time; any late attendance will not entitle you to an extended session, and we may cut short the session time
- wellness coaching is not medical in nature i.e., your coach is not providing psychology, psychiatry, counselling, or therapy services of any kind
- you will be respectful to other participants and the facilitator and not be disruptive in any way
- you will not directly contact other participants unless you have their express consent. Any further interactions with other participants are conducted at your sole risk
- you will not record any group workshops

Wellness Coaching Disclaimer

Participation in Wellness Coaching workshops is voluntary and is always at your sole risk. You are responsible at all times for your safety and wellbeing. We are not an emergency service, and are not your doctor, counsellor, psychologist, psychiatrist, or other health professional. You must always seek proper advice from a professional regarding any diagnosis, assessment or treatment. We are not liable for any Loss or Damage suffered in connection with your participation in the Wellness Coaching workshops during the Day Escape or reliance on any health or medical "advice".

Australian Consumer Law

Our services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with a service, you are entitled to: cancel your service contract with us and to a refund of the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have your problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Intellectual Property

We own or have a license to use all Intellectual Property Rights in any Materials we may provide you throughout the Day Escape. You must not use any Materials for any purpose other than your sole personal use. Any Materials we provide you must not be reproduced or resold without our prior written permission which will be given at our absolute discretion and will be the subject of license fees and legal action.

Publicity – Images/ Video

You permit us to photograph and/or video you and use such photos and video for marketing and information purposes, or publications, exhibitions and professional awards. You must seek our prior written consent before any publication of information about our services.

Termination

We may refuse permission for you to attend the Day Escape, for any reason, at any time. In particular, if you breach this Agreement, we may immediately terminate this Agreement. We can also stop offering our Day Escapes at any time, for any reason. We are not responsible to you for any changes, or if we suspend or stop our Day Escapes.

Force Majeure

If we cannot perform an obligation under this Agreement because of a Force Majeure Event, we are excused from such performance. We are not liable for any delay or failure to perform our obligations due to a Force Majeure Event.





Liability and Indemnity

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your attendance at a Day Escape including, but not limited to, any errors or omissions in any website content, price changes or cancelled Day Escapes, changes to the itinerary, inclusions, activities, dates and times, and any interruptions, or other changes to a Day Escape, or any travelling to or from a Day Escape, any accommodation, or any meetings with other members of the Day Escape.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:

- the supply of equivalent services, for example a place at an alternative Day Escape
- the payment of the cost of your Day Escape

In any case, our liability to you will not exceed the amount actually paid by you to us.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including the conduct rules, where you provide incorrect personal information, where you leave during a Day Escape, sickness/illness/medical issues/accidents/death, any disclosure of your personal information, and any further meetings or communications with attendees of a Day Escape. You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with the act or omission of any Third Party. You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with any service provided by any Third Party Partner.

Dispute Resolution

If at any time our Day Escapes are not reasonably acceptable to you or we disagree on the quality of the Day Escape you will immediately notify us of any such reason, the specifics and will give a reasonable opportunity for us to respond and address any concerns. If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim. In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

Other

This Agreement is to be construed in accordance with the laws of ACT, Australia, and you and we submit to the jurisdiction of the courts of ACT, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between these Terms for Day Escapes and other terms and conditions on our website, these Terms for Day Escapes prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Agreement survive termination of this Agreement.

Acknowledgement of Inclusions and Exclusions

I acknowledge and agree that the following is INCLUDED in the Day Escape Fee:

- Day Escape coordination, facilitation, logistics and support
- Park entrance fees/local walking guide up to \$100pp

I acknowledge and agree that the following is NOT INCLUDED in the Day Escape Fee:

- Travel, flights and transfers
- Accommodation
- Travel insurance
- Health insurance
- Any activities undertaken if weather prevents the guided walk
- Food and drink

I acknowledge and agree that the Day Escape Fee must be paid in full by the Due Date, and failure to pay in full by the Due Date will lead to my exclusion from the Day Escape irrespective of whether I have arranged and paid for travel, accommodation and any other third party providers.

By signing below I acknowledge that I have read and understood all four pages of the Day Escape Release and Waiver which outlines the Terms and Conditions, and I agree to be legally bound by those Terms and Conditions, and I further understand that there are no refunds provided for the Day Escape Fee.

Name: _____ Signature: _____ Date: _____

