



## **Terms and Conditions for Japan Forest Bathing Retreat 2027**

### **1. Booking and Payment**

- A deposit of A\$1,000 is required to confirm a booking. The booking is not confirmed until the deposit is received in full.
- The deposit is non-refundable except at the sole discretion of Forest Minds in exceptional circumstances and where a replacement participant are found.
- The deposit forms part of the total retreat cost.
- Full payment must be received no later than 60 days prior to the retreat departure date.
- Failure to make full payment by the due date may result in cancellation of the booking without refund of the deposit.

### **2. Cancellation Policy**

All cancellations must be made in writing by email by the registered participant. A cancellation will only be considered valid once it has been confirmed in writing by Forest Minds.

Where information regarding cancellation, injury, illness, or inability to participate is received from a third party, Forest Minds may seek written confirmation directly from the participant before processing the cancellation. In the absence of such confirmation, the booking may be treated as active until otherwise confirmed in writing by the participant.

Cancellation fees are calculated based on the total retreat cost and are strictly applied as liquidated damages representing a genuine pre-estimate of loss incurred due to cancellation. These amounts are not penalties and are not additional charges but represent agreed deductions from payments made or payable.

By making a booking, the participant acknowledges and agrees that these cancellation fees are fair and reasonable.

All cancellation fees include the deposit where applicable and are deducted from the total retreat cost already paid or payable.



The cancellation fee schedule is as follows:

- 60 days or more before departure: Deposit is non-refundable (A\$1,000)
- 59 to 30 days before departure: 25% of total retreat cost
- 29 to 15 days before departure: 50% of total retreat cost
- 14 to 11 days before departure: 60% of total retreat cost
- 10 to 8 days before departure: 70% of total retreat cost
- 7 to 4 days before departure: 80% of total retreat cost
- 3 days or less before departure: 100% of total retreat cost
- After commencement of the retreat: No refund will be provided for any unused portion of the retreat, for any reason whatsoever.

Cancellation fees apply regardless of the reason for cancellation, including but not limited to illness, injury, hospitalisation, medical treatment, personal circumstances, visa refusal, travel disruption, or any other unforeseen event.

Participants must immediately inform Forest Minds of any hospital admission, medical treatment, injury, illness, or significant change in health condition occurring within 30 days prior to the departure date.

Forest Minds does not provide medical diagnosis or assessment. However, where there is reason to believe that a participant's health condition may present a risk to themselves or others, Forest Minds may request a medical clearance certificate from a qualified medical practitioner confirming fitness to participate.

Forest Minds reserves the right to decline, suspend, or cancel participation where it reasonably believes that this is necessary to protect the safety, wellbeing, or operational integrity of the retreat, acting in good faith and on reasonable grounds.

Participants acknowledge that the retreat is a group-based experience with shared schedules, coordinated movement, and outdoor walking activities. Participants are expected to be able to participate in the core itinerary without materially disrupting the safety, timing, or experience of the group.

No exceptions shall apply unless required by applicable law.

Any amounts paid in excess of the applicable cancellation fee will be refunded. No additional payments are required from the participant beyond the agreed booking price.

Any applicable refunds will be processed within 14 to 30 business days from the date of written cancellation confirmation.



### **3. Cancellation by Forest Minds**

If Forest Minds cancels the retreat for any reason other than force majeure, all payments received will be refunded in full.

Forest Minds shall not be liable for any additional costs incurred by participants, including but not limited to flights, accommodation, insurance, or third-party arrangements.

### **4. Itinerary Changes**

Forest Minds reserves the right to modify, substitute, or cancel any part of the itinerary due to weather conditions, safety concerns, operational requirements, or force majeure events.

Substitutions may be made where necessary without prior notice, and no compensation shall be payable.

### **5. Force Majeure**

Forest Minds shall not be liable for any delay, modification, or cancellation of the retreat arising from events beyond its reasonable control, including but not limited to natural disasters, pandemics, government restrictions, transport disruptions, or other force majeure events.

### **6. Travel Documents**

Participants are solely responsible for ensuring that they hold valid passports, visas, vaccinations, and any other required travel documentation.

Forest Minds accepts no responsibility for any costs, delays, or losses arising from failure to obtain required travel documents.

### **7. Health and Fitness**

Participants confirm that they are physically and mentally fit to participate in the retreat. Participation involves walking on uneven natural terrain and outdoor environments.

Participants are strongly advised to obtain comprehensive travel insurance covering medical expenses, trip cancellation, personal injury, and personal liability.



## **8. Liability**

To the maximum extent permitted by law, Forest Minds excludes all liability for any loss, damage, injury, or illness arising from participation in the retreat, except to the extent caused by proven gross negligence or wilful misconduct.

## **9. Photography and Marketing**

By participating in the retreat, participants consent to the use of photographs and video footage taken during the retreat for marketing, promotional, and educational purposes without compensation.

## **10. Entire Agreement**

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior discussions, communications, or understandings, whether written or oral.

## **11. Acceptance**

By paying the deposit, the participant confirms that they have read, understood, and agreed to these Terms and Conditions in full.