

## **Be Chill CPD TERMS & CONDITIONS 1.5.26**

Please read the following terms and conditions carefully. Upon purchase of registration to attend Be Chill CPD, you agree to be bound by these conditions, which constitute the agreement between Ataraxia Collective and yourself. In these Terms and Conditions, Ataraxia Collective means our team and facilitators under these Terms and Conditions. These terms apply to any person or entity ('you/your') attending Be Chill CPD ('the Retreat') operated by Ataraxia Collective ABN 80144292736 ('we/our/us'). By attending the Retreat, you agree to be bound by these terms. We may amend these terms and conditions from time to time. These terms and conditions have been constructed in accordance with Australian Law.

### **SERVICES**

We offer all services listed on the retreat program. The program is a draft and subject to change, including the facilitators. We reserve the right to amend this at any time. In the unlikely event of an unforeseeable event or COVID outbreak requiring the cancellation of the retreat, we reserve the right to cancel and reschedule the event to the next available date at no additional cost to you. If the retreat needs to be altered in any way, we will let you know as soon as is practical.

### **CONTINUING PROFESSIONAL DEVELOPMENT**

It is the responsibility of the individual attendee to use their professional judgement about the activities they claim for continuing professional development relevant to their scope of practice and to claim any activities under the category they judge as most appropriate. We cannot ensure that your College, CPD home or the Medical Board of Australia will recognise the course content for CPD credits. Regarding the audit activities, we suggest claiming it under the category of 'measuring outcomes.' If you agree that it contributes to your professional development by measuring outcomes, you are welcome to claim the time we use under this category. If you feel it is more suitable to be classified as 'reviewing performance' then we encourage you to claim it as that. Following due diligence, we are making recommendations for CPD accrual in good faith for how activities can be recorded, but this is not a formal guarantee or endorsement that it will be accepted on audit. Please refer to your CPD home, College and the Medical Board of Australia for further information.

### **RETREAT ACTIVITIES**

All physical activities offered during the retreat are optional and should be done after consultation with your healthcare representative if indicated. If you have a co-morbidity, then

you should consult with your healthcare specialist before taking part in the activities. The optional physical activities during the retreat are taken at your own risk. Ataraxia Collective will not be held liable for these voluntary activities. Any yoga sessions are not to be conducted if pregnant without medical clearance and a signed waiver. Instructions are guides and not to be taken as individual instruction. Participation in the activities must be taken within your own physical and psychological limits, modifying, and abstaining when needed. Any concerns or injuries must be declared to the host/instructor prior to the event and activity modified according to your needs as determined by you. If you have concerns, you must notify the instructor prior and participate at your own risk. If you do not wish to be touched or adjusted during any workshop activities, you must notify the instructor/host. We use candles and incense. If you are unable to tolerate scented candles or incense, you must notify the hosts before the retreat onset. By participating in the retreat activities, you voluntarily and knowingly recognise, accept, and assume the risk, and warrant your own fitness to perform the activities without risking injury or illness, or otherwise abstain from involvement. The host/instructor &/or Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage, or other mishap sustained arising from or out of, or in any way directly or indirectly connected with the retreat activities. Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage, or other mishap sustained arising from the retreat. I hereby release, waive, discharge, and hold harmless Ataraxia Collective from all liabilities arising from any untoward incident in my participation to any class, workshop, and relevant sessions which may result to injury, loss, damage, or death.

## **RETREAT FOOD & ALCOHOL**

You must notify the caterers, third-party provider, venue and Ataraxia Collective of any allergies and food requirements. Food is provided by a third party. Ataraxia Collective will not be liable for any injury, illness, damage or liability from third-party food service or provision. Ataraxia Collective will not be held liable for any adverse food events, intolerance and allergies. If you have any medical conditions requiring specialised food service, please notify Ataraxia Collective to discuss the safety of participation prior to the purchase of a ticket. We reserve the right to cancel any ticket sale if risk of allergy or illness is high. You must bring along and be responsible for any emergency medical care and equipment required to manage any adverse event related food allergy or requirement. Please note that some dishes may contain traces of allergens that could have implications for patrons with food-related allergies, health conditions or intolerances. Although we will endeavour to accommodate guest's dietary needs, we cannot be held responsible for any harm suffered from the presence of these traces. Any consumption of alcohol is taken at your own risk and

we reserve the right to refuse consumption where an attendee is intoxicated. If you would like further details on our alcohol policy, please get in touch with us.

## **TICKET PURCHASE & REFUNDS**

By purchasing your ticket, you agree to the inclusions of your ticket as outlined on the ticket purchasing site, payment terms and ticket price + gst. Full ticket price + gst is made upfront to secure your spot. All monies paid are non-refundable. Special consideration is available in exceptional circumstances. You must notify us of cancellations and changes to bookings in writing and as soon as possible. In the event you are no longer able to attend your retreat we are happy to transfer your booking to another available retreat of the same value (or applicable difference paid) if provided with at least 120 days written notice prior to start of the retreat. Cancellation later than 120 days prior is non-refundable and non-transferable. We strongly recommend you take out travel insurance at the time of booking to cover any unforeseen cancellation. You are welcome to sell your ticket to another suitable attendee following our approval. You must notify us of any intended ticket sale as soon as possible. We reserve the right to screen guest suitability. If we are able to replace your booking, then you will be entitled to a full refund minus booking and payment processing fee or transfer to a future retreat. Nothing in these terms purports to modify or exclude the conditions, warranties, undertakings and legal rights under the Australian Competition and Consumer Act and other local laws. All other warranties or conditions are expressly excluded, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition. Please note the exclusions (accommodation, travel, breakfasts, surf lessons are not included in the Be Chill CPD ticket price).

## **GENERAL**

These terms, and any dispute relating to these terms or the Retreat, are governed by and must be interpreted in accordance with the laws of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Australia in relation to any dispute connected with these terms or the Retreat. For us to waive a right under these terms, the waiver must be in writing. If any part or provision of these terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these terms. The remainder of these terms will be binding on you. All activities mentioned in this document should be done after consultation with your health care representative. If you have a co-morbidity, then you should consult with

your health care specialist before taking part in the activities. Ataraxia Collective will not be held liable for any molestation, disease and sickness contracted during or following the event. You are responsible for any damage to the venue, equipment or goods caused by yourself. Ataraxia Collective will not be held liable for any public liability, damage or injury caused by guests. To the extent permitted by law, we have no liability or responsibility to you or any other person for any loss. You acknowledge that you attend the Retreat at your own risk. The services and information provided at the Retreat may contain general information and discussions about health and related subjects. The information and other content provided at the Retreat, or in any linked materials, are not intended and should not be construed as medical advice, nor is the information a substitute for any legal, financial, business, information technology or other professional advice. In attending a Retreat there is no implication of a doctor/patient relationship between participant and the Retreat provider and all attendees should discuss any health or psychological concerns with their own healthcare provider. While we make every effort to make sure the information provided at the Retreat is accurate and informative, the information does not take the place of professional or medical advice. We make every effort to provide quality information at the Retreat. However, we do not provide any guarantees, and assume no legal liability or responsibility for the accuracy, currency, or completeness of the information. The opinions and views expressed at the Retreat have no relation to those of any academic, hospital, health practice or other institution. We hereby expressly disclaim any claims arising from any representations made, whether express or implied, or reliance upon any representations made in relation to our recommendations, or information supplied to you. Attendees at the Retreat may participate in the schedule yoga, relaxation, or other extra-curricular activities at their own accord. Ataraxia Collective does not accept any liability for, and is not responsible for, any damage, loss or injury caused by the participation of attendees in services provided by us or for any extracurricular activities they participate in outside of the program. Any testimonials and examples of our products and services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results with our products and services. Nothing in this disclaimer will: limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.

## **CONDUCT, CONFIDENTIALITY & MANDATORY REPORTING**

You agree to co-operate with us in the conduct of the Retreat and use your best endeavours to comply with reasonable requests made by us to promote the efficient conduct of the

Retreat. You acknowledge that during the Retreat you may become the recipient of information of a private and confidential nature that is shared by us or any other party (the 'disclosing party') attending the Retreat. You agree that you will not disclose to any person any information of a private and confidential nature disclosed by a disclosing party during the Retreat without the prior consent of the disclosing party other than information that may reasonably indicate that a party or the public may be at risk of harm or death. For the purposes of this provision "information of a private and confidential nature" means all personal (and corporate) information acquired by a party from a disclosing party which had previously been maintained in the strictest confidence by the disclosing party. We will not disclose to any person information obtained during the Retreat without prior consent of the parties unless compelled by law to do so. As Doctors if we are made aware that another Doctor is at risk of self-harm or patient harm we have to disclose.

## **PHOTOGRAPHY**

Permission is given to Ataraxia Collective and any transferee or licensee of them to utilize any photographs, motion pictures, video, recordings and other references or records of activities with and at Ataraxia Collective that may depict, record, or refer to me for any purpose ("likeness"), including commercial use by the released parties, their sponsors and their licensees. If you have any questions regarding the content of these terms, please email at [hello@ataraxiacollective.com.au](mailto:hello@ataraxiacollective.com.au)

## **COLLECTION AND USE OF PERSONAL INFORMATION**

On registration you will provide us with personal information such as your name and email address and other personal information about you to provide our services and for other purposes as detailed in our privacy policy and required or permitted under applicable law. This may include disclosing your information to third parties that help us deliver our services and business partners. We will handle all personal information we collect in accordance with our privacy policy and the applicable law. By providing your personal information to us, you consent to the collection, use, storage, and disclosure of that information as described in the privacy policy and these terms. If you would like any further information about our privacy policies or practices, please contact us.

## **INTELLECTUAL PROPERTY**

The Retreat and all the content provided during the Retreat including the program, may represent or contain intellectual property including trademarks, copyrights, and proprietary

information. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of our intellectual property, in whole or in part, without our prior written consent.

## **SUSPENSION AND TERMINATION**

Without prejudice to any other right or remedy available to us, if we consider that you have breached these terms or we otherwise consider it appropriate, we may immediately and without notice, suspend or terminate your participation in the Retreat, or any part of it. Ataraxia Collective is exempt from having to offer any monetary compensation for termination or suspension. If suspension or termination occurs, monetary compensation is not available under any circumstances.

## **DISPUTE PROCEDURE**

In the event of any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, the aggrieved party will email their dispute with a clear cause linked to the services provided herein and thereafter the parties agree to first attempt to resolve the dispute amicably through negotiation within 30 days from the date the dispute is emailed to [hello@ataraxiacollective.com.au](mailto:hello@ataraxiacollective.com.au). If the dispute cannot be resolved by negotiation within thirty (30) days, the parties shall then submit the dispute to mediation which will be conducted by a Solicitor at Turnbull Hill Solicitors at 29 Smith Street, Charlestown, NSW, 2290. Should mediation fail to resolve the dispute within sixty (60) days of its initiation, either party may then proceed to seek legal remedy through arbitration or in court, as agreed upon by the parties.

## **YOGA**

I confirm that I am 18 years or older: YES

---

I will follow the instructions provided to me safely YES

---

I will declare any injuries to the host/instructor prior to the event and modify my activity according to the needs of my injury. YES

---

I will communicate to the host/instructor any concerns I have regarding the event YES

prior to the event, such as any relevant medical or health issues.

---

|   |     |
|---|-----|
| I will communicate to the host/instructor if I do not wish to be touched or adjusted during the yoga and any workshop activities. | YES |
|---|-----|

---

|   |     |
|---|-----|
| I will participate in the activities within my own physical and psychological limits. | YES |
|---|-----|

---

|  |     |
|--|-----|
| I am participating in all activities at my own risk. I agree and acknowledge that participation in any exercise could constitute a risk of injury. | YES |
|--|-----|

---

|   |     |
|---|-----|
| I voluntarily and knowingly recognise, accept and assume this risk, and warrant that I am physically fit to perform the exercises without risking injury. | YES |
|---|-----|

---

|  |     |
|--|-----|
| I acknowledge that the host/instructor &/or Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage or other mishap sustained arising from or out of, or in any way directly or indirectly connected with the yoga, workshop activities and exercises of the day. | YES |
|--|-----|

---

|  |     |
|--|-----|
| I acknowledge that the host/instructor &/or Ataraxia Collective shall not be responsible or liable for any injury, illness, loss, damage or other mishap sustained arising from or out of, or in any way directly or indirectly connected with the yoga, workshop activities and exercises of the day. | YES |
|--|-----|

---

|   |     |
|---|-----|
| I acknowledge that the Ataraxia Collective shall not be responsible | YES |
|---|-----|

or liable for any injury, illness, loss, damage or other mishap sustained arising from the retreat and workshops.

---

|   |     |
|---|-----|
| If I am pregnant or undergoing fertility treatments, I will not participate without first seeking medical clearance, informing Ataraxia Collective and completing the pregnancy waiver. | YES |
|---|-----|

---

|   |     |
|---|-----|
| I have taken advice from my health care professional or specialist before participation in the activities contained herein. I hereby release, waive, discharge and hold harmless Ataraxia Collective from any and all liabilities arising from any incident in my participation to any class, workshop, and relevant sessions which may result to injury, loss, damage, or death. | YES |
|---|-----|