

Terms and Conditions

1. Terms and Conditions

These Terms and Conditions apply if you make a booking with Sangsurya Holdings Pty Ltd ACN 630 874 458 as trustee for Sangsurya Discretionary Trust ABN 46 637 823 683 ('Sangsurya').

By making a booking with Sangsurya and paying a deposit, you acknowledge and agree that you have read and fully understood these Terms and Conditions and agree to accept and adhere to same.

These Terms and Conditions supersede any information or statements you may have previously received from Sangsurya.

In these Terms and Conditions:

- (i) You refers to you, the retreat leader, booking a retreat with Sangsurya Holdings Pty Ltd ACN 630 874 458 as trustee for Sangsurya Discretionary Trust ABN 46 637 823 683.
- (ii) We, us or our refers to Sangsurya Holdings Pty Ltd ACN 630 874 458 as trustee for Sangsurya Discretionary Trust ABN 46 637 823 683.
- (iii) Sangsurya means Sangsurya Holdings Pty Ltd ACN 630 874 458 as trustee for Sangsurya Discretionary Trust ABN 46 637 823 683.
- (iv) Team means any individual or entity engaged, invited or otherwise brought to your retreat by you including your employees, contractors, assistants, caterers, collaborators, service providers or any third party acting on your behalf on under your direction.

2. Bookings

You are fully responsible for the organisation, management, and promotion of your own retreat. We acts solely as a venue provider and assumes no liability for you, your team, guests, or any external contractor in relation to bookings or payments, both before your retreat and during your stay.

Venue hire is available for residential retreats of 3 to 6 nights, with occasional 7-night options depending on availability. A minimum booking of 3 nights is required.

Sangsurya is exclusively available for retreats focused on health, education, personal development, meditation, and well-being. Weddings, parties, schoolies, and bucks or hens events are strictly prohibited.

As responsible members of the local community, we reserve the right to refuse bookings that may cause excessive noise or disruption.

3. Rates

A flat nightly rate applies for exclusive use of Sangsurya Retreat Centre, which includes accommodation for up to 19 guests in single rooms. Additional overnight guests can be accommodated for an extra fee, with a maximum of 28 guests in total. Up to 5 day-guests may be permitted by prior arrangement with management, with a per-day charge.



No tents, campervans or other temporary accommodation are allowed to be used in conjunction with accommodation at Sangsurya. Please refer to our rates guide on the website for full details. Rates are quoted in AUD, exclude GST, catering, and optional wellbeing services, and are subject to change.

4. Payment

To secure your retreat dates a deposit of \$4500 + GST is required up to 12 months in advance. Once your deposit has been received your dates are confirmed. If other prospective clients ask for your dates, we inform them that the dates are no longer available.

A progress payment of \$4,500 + GST is to paid 3 months in advance of your retreat start date.

Balance of payment of the minimum rate of hire is due 30 days before your retreat begins. This is the minimum daily rate multiplied by the number of days you have booked, less your paid deposit of \$4500 + GST and your progress payment of \$4,500 + GST.

Balance of accommodation fee for additional rooms and days above minimum amount is invoices and due on the first day of your retreat.

For bookings made within 30 days of arrival, full payment is required at the time of booking.

All payments must be made via bank transfer, as per the invoice details. We reserve the right to release bookings if payment terms are not met.

5. Confirmation and information

Once we've received your Deposit and confirmed your booking via email, you'll be sent a Retreat Leader Guidelines pack along with access to our image library to support the marketing and promotion of your retreat.

You'll also be invited to provide details about your retreat that we may feature on our website to help support your booking process. (This is a complimentary service with no additional fees or commissions.)

6. Cancellation by You

If you cancel your booking more than 12 months before your scheduled arrival, your Deposit will be fully refunded.

For cancellations made between 12 and 4 months prior to arrival, the Deposit is non-refundable.

If you cancel between 4 months and 1 month prior to arrival, both the Deposit and progress payment are non-refundable.

For cancellations made less than 1 month before arrival the full amount of the minimum rate of hire is non-refundable.

In the event you cancel and we are able to rebook your dates in full, we will provide a full refund minus a \$700 administration and marketing fee.

Bookings may only be rescheduled—with the Deposit transferred—if requested more than 12 months prior to the original arrival date.



All cancellations or rescheduling requests must be submitted in writing.

7. Cancellation by Us

All bookings are accepted in good faith. In the rare event that unforeseen circumstances require us to cancel your booking, you will be entitled to rebook and transfer any payments made towards such future booking or you may request a full refund of any payments made to date.

We will not be held responsible for any expenses incurred by you, your team or a guest due to a cancelled booking including airline tickets, lost wages or other costs related to trip preparation. We, therefore, strongly recommend that both you and your guests obtain travel insurance to protect against unexpected cancellations or disruptions.

8. Check in and check out

You or the host of your retreat must be onsite before guests arrive to manage your guests and room allocations. Standard check-in for guests begins at 2:00 PM, with hosts and caterers permitted to arrive up to three hours earlier for setup. All vehicles and cars are to be parked within the grounds of Sangsurya.

Check-out of accommodations is strictly by 9:00 AM, including the removal of all personal belongings from bedrooms. Luggage can be stored onsite until departure. The last meal is breakfast or can be a 10.00 AM brunch. The Kitchen and Course Room must be fully vacated by 12:00 PM, with all guests departing the property by 1:00 PM.

9. Retreat Use and Management

You must manage your retreat and your guests with either you or your designated onsite manager or assistant being responsible for supporting your guests and overseeing venue compliance with our Terms and Conditions.

You must provide an onsite manager or assistant to support your guests and oversee venue compliance with our Terms and Conditions.

To ensure smooth communication, all inquiries from your guests regarding our facilities and services must be directed through you, the retreat leader, or your designated onsite manager. Please do not share Sangsurya's onsite managers' contact details with your clients.

Please note that Sangsurya is a large retreat property that requires regular maintenance and servicing. While we do our best to minimise any disruption, some essential tasks such as lawn mowing, pool care, gardening, or minor repairs may occur during your stay. We appreciate your understanding and patience.

Rooms and bedding are cleaned after your group's departure, and these costs are included in the venue hire.

We kindly ask you and your guests to leave the property as it was found to avoid extra cleaning charges, this includes accommodations, group room, marquee and kitchen and dining room.

Guests and caterers are required to leave the kitchen as they found it — clean and tidy. This includes cleaning the stove, oven, pots, and pans, emptying the dishwasher, and sweeping and



mopping the floors. Failure to do so will result in additional cleaning charges being invoiced to you at the conclusion of the retreat.

To maintain a peaceful environment, excessive noise, disturbances, and anti-social behaviour are strictly prohibited. All noise must cease by 9 pm. Out of respect for our neighbours, and community, a first warning will be issued if a noise complaint is received. A second complaint will result in immediate eviction without a refund of the booking fee.

10. Accidents and Damage

Please lift and carry chairs or furniture across timber floors rather than dragging. We prefer you to ask for permission and assistance if you need to move anything heavy around. Any damages to buildings including floors, furnishings and artworks, need to be reported to us immediately, no matter how minor.

Any costs related to property damage, equipment breakages, lost items or excessive cleaning will incur an additional charge which will be invoiced to you at the conclusion of the retreat. Damage means any loss, breakage or harm to the venue, its fixtures, fittings, equipment, furniture or grounds that is caused by you, your team or your guests other than fair wear and tear.

11. Insurance

A valid insurance certificate of currency is required to be provided to us at least 30 days before your booking which includes Public Liability coverage up to \$20,000,000 and Professional Indemnity coverage up to \$20,000,000.

We also strongly recommend that both you and your guests obtain travel insurance to protect against unexpected cancellations or disruptions.

12. Liability for Retreat Participants and Indemnity

Guests are fully responsible for their own actions, conduct, and safety throughout their stay. We do not support or accept any unsafe, irresponsible, or unlawful behaviour either on or off the property.

We accept no responsibility or liability for any of the following:

- (i) Delays or changes to flight schedules, missed connections, or disruptions to other travel services;
- (ii) Changes to travel restrictions or policy changes imposed by any government body;
- (iii) injury, loss, or damage to individuals or personal property, including luggage;
- (iv) Additional costs arising from fluctuations in exchange rates, tariffs, or travel schedules
- (v) Unexpected expenses due to illness, weather events, strikes, or other unforeseen circumstances (including Force Majeure or natural disasters)
- (vi) any expenses due to a cancelled booking including airline tickets, lost wages or other costs.



We strongly recommend that you, your team and any guest obtain travel insurance to protect against these and other unforeseen events.

Before accepting any bookings from your guests, we strongly recommend that you require your guests to sign a waiver that clearly and adequately releases both you and us from liability related to the matters listed in these terms and conditions. Additionally, you should ensure that your booking and cancellation policy fully reflects the provisions outlined in these terms and conditions.

In consideration of being permitted to book and attend the Sangsurya Retreat Centre, to the extent permitted by law, you agree to indemnify and hold harmless Sangsurya, its owners, directors, trustees, officers, employees, agents, assigns and successors from and against any claim by you, your team or a guest arising from:

- (i) your attendance or that of any guest, team member or contractor at Sangsurya Retreat Centre;
- (ii) any liability, damage, loss, or claims arising from accidents, injuries, or incidents that occur within or around the property, including all buildings, shared spaces, and grounds; and
- (iii) any other matter or event listed in this clause.

13. Damage to personal property

You acknowledge that our insurance policy does not cover your, your team's or your guests' personal belongings, and therefore, to the full extent permitted by law, we take no responsibility for any loss or damage of your, your team's or your guests' personal property while at Sangsurya Retreat Centre. You acknowledge and agree that you are unable to make any claim against us for any damages or loss to your, your team's or your guests' personal belongings regardless of how or where the loss or damage occurred.

14. Weather, Power and Interruption of Services

While we make all reasonable efforts to ensure that our venue and its facilities are available and in good working order during your booking, you acknowledge that:

- (i) the use of Sangsurya Retreat Centre (including the buildings, shared spaces, equipment and grounds) and its essential services such as electricity and water supply;
- (ii) your, your team's and your quests' ability to transport to and from the venue; and
- (iii) any delivery of retreat supplies,

may be affected by circumstances beyond our reasonable control such as power outages, extreme weather events, storm damage, accidents or other unforeseen events. To the full extent permitted by law, we will not be liable for any interruption or delay caused to your booking by such unforeseen events.

In such circumstances, we will make reasonable efforts to minimise disruption and offer alternative arrangements where possible. However, we accept no responsibility and cannot be held liable for any loss, damage, costs or expense incurred by you, your team, a guest or contractor as a result of such unforeseen events.



15. Force Majeure

We shall not be held liable for any failure or delay in performing our obligations under this agreement due to events beyond our reasonable control. Such events include, but are not limited to, acts of God, natural disasters, fire, flood, war, terrorism, a national / global health issue (such as a pandemic), compliance with any law or government restraint order, government restrictions, power outages, closure of country or state borders, strike, lockout or the failure of third parties (such as suppliers and subcontractors) or any other circumstance that renders it illegal, impossible, unsafe, or commercially impractical to continue with your booking ('Force Majeure').

In the event your booking cannot proceed due to Force Majeure or circumstances beyond our reasonable control:

- (i) we will make all reasonable efforts to reschedule your booking within 12 months of the original booking, subject to availability. All payments made will be transferred to the rescheduled dates minus any non-recoverable costs already incurred by us.
- (ii) If rescheduling is not possible, 70% of the total fees paid (for the remaining or cancelled days) will be refunded. The remaining 30% will be retained by us to cover non-recoverable costs, including but not limited to, administrative preparation, staffing commitments and lost booking opportunities. If only a Deposit has been paid at the time of cancellation, the Deposit will be retained in full.
- (iii) If we are open and able to proceed with your booking as planned but a Force Majeure event prevents you from attending (for example, state border closures or Government imposed travel restrictions), the above paragraphs (i) and (ii) will apply.
- (iv) If you and your retreat guests are already in residence and you need to depart the Centre due to a Force Majeure event, the full rate of hire for the days attended will be retained and 70% of the total fees paid for the remaining or cancelled days will be refunded. The remaining 30% will be retained by us to cover non-recoverable costs, including but not limited to, administrative preparation, staffing commitments and lost booking opportunities.
- (v) These arrangements are designed to ensure a fair and balanced outcome for both you and us, acknowledging the shared impact of unforeseen events.

Cancellations initiated by you for reasons unrelated to Force Majeure will be subject to our cancellation policy set out at clause 7 above.

16. Intoxicants Policy

Sangsurya is a vaping, cigarette, intoxicant and alcohol-free venue. All areas are non-smoking including accommodations, decks, poolside and dining areas. Any traces of residual smoke inside will incur extra cleaning charges which will be invoiced to you at the conclusion of the retreat.

We have a total fire-ban on the property and lighting fires or using candles is not allowed. No candles or incense are to be burned outdoors or inside any of the buildings, including bedrooms. Please instruct your guests.

17. Pets

Pets are not permitted.

Sangsurya Holdings Pty Ltd ATF Sangsurya Discretionary Trust 95 Old Bangalow Road, Byron Bay NSW 2481



18. Linen and bodywash

Bed linen, towels and bodywash are provided by us.

19. WIFI and Internet Access

The property is connected to Starlink. Internet access and WIFI is available at the Group Room and the Facilitators house.

20. Disclaimers

While we strive to reflect the property as accurately as possible in all images, furnishings may occasionally differ from those shown. If substitutions are made, they will be of equal or higher quality.

All property descriptions are provided in good faith. However, occasional updates or changes may occur, and we are not liable for any variations that arise.

21. Sangsurya Retreat Centre – Privacy Policy

Sangsurya Retreat Centre is committed to protecting your privacy. We follow the **Australian Privacy Principles** under the **Privacy Act 1988**.

What We Collect

We may collect personal details like your name, phone number, email, and address when you contact us or make a booking.

How We Use Your Information

We use your personal information to:

- Manage your booking and provide services
- Communicate with you about your retreat
- Improve the quality of our services
- Meet any legal requirements

Sharing Your Information

We don't share your information with others unless:

- You give us permission
- We're required to by law
- It's necessary to protect someone's safety or comply with legal duties

Keeping Your Information Safe

We take reasonable steps to protect your personal information from misuse, loss, or unauthorised access.

Emails and Online Contact

If you send us emails with personal information, please be aware that email is not always secure and you send it at your own risk.

Access and Updates

You can ask to see the personal information we hold about you, or request changes if it's incorrect.



22. Governing Law

Your use and occupation of the property during your booking and these terms and conditions will be governed and construed in accordance with the laws of New South Wales. You agree to submit to the exclusive jurisdiction of the Courts of New South Wales.

23. Acceptance		
I, that I have read and full adhere to same.	of y understood these terms and condit	acknowledge ions and agree to accept and
Signed:		
Name:		
Date:		