

Terms and Conditions

Please carefully review the following terms and conditions. These apply to any 'Camp' booking made with Nelse Lodge Hotel Pty Ltd (directors, officers, employees, contractors, we us) By completing your booking, you are agreeing to enter a binding contract with us based on these terms, which becomes effective immediately upon confirmation of your booking.

1. Prices

All prices are quoted in Australian dollars and include GST.

2. Dates

All advertised Camp dates are indicative until the start date. Nelse Lodge will make reasonable efforts to ensure camps occur as advertised, but we reserve the right to modify or cancel camp dates for any reason prior to commencement. If we change the dates of a booked camp and the new dates are unsuitable for you, or we are unable to provide new dates within a reasonable timeframe, you will receive a credit note equivalent to the amount you paid. No other refund or compensation is available, nor any refund of deposit under any circumstances.

3. Payment

A non-refundable deposit is required to process your booking. The deposit amount will be clearly stated on the booking page. Payment of the deposit signifies your acceptance of these terms. Confirmation of your booking will be provided once the deposit is received. The remaining balance must be paid in full at least 30 days before the camp start date. Bookings made within 30 days of the camp require full payment immediately. Failure to pay the balance by the due date may result in cancellation of your booking, with any deposit forfeited. Cancellation terms outlined in (5) will apply.

4. Cancellation by Guest

Nelse Lodge will provide a refund if you cancel within 24 hours of booking. No other cash refunds will be provided unless required by law. Deposits are non-refundable.

5. Cancellation Refund Terms:

More than 30 days before the start: Full refund of the balance paid (deposit non-refundable).

30 days or less before the start: No refund, but a credit note can be applied to a future Nelse Lodge 'camp'.

5. Credit Notes

Credit notes issued by Nelse Lodge are valid for 18 months from the date of issue. They can only be applied to Nelse Lodge Camps listed on our website under the 'camps' webpage. Credit notes cannot be used for winter stays or other types of accommodation. No refund or compensation is available for unused credit notes.

7. Release.

For the purposes of this clause, "released parties" means Nelse Lodge Hotel Pty Ltd, it's directors, officers, employees, contractors, coaches, instructors and lessor.

I am aware that recreational, fitness and sporting activities and lessons carried out during Nelse Lodge camps are potentially dangerous undertakings and in undertaking such activities I do so at my own risk. These activities may include activities on and off premises, including running, cycling, swimming, strength training, contrast therapy, gym workouts, pilates, yoga and other unspecified sports, fitness and endurance activities. Off-premises risks include steep or dangerous terrain, weather, wildlife, road users, and conditions that may arise in a remote environment.

I recognise that such activities require physical exertion and use of equipment which may be strenuous and may cause physical injury and I am fully aware of the risks and hazards involved. I am also aware that released parties are absolved from all liability howsoever arising from injury or damage including to property, howsoever caused (whether fatal or otherwise) arising out of participation in the Nelse Lodge camp, or sporting, fitness and recreational activities offered by Nelse Lodge Pty Ltd, or in any way whatsoever due to any negligent act, breach of duty, default and/or omission on the part of released parties.

I DO HEREBY ACKNOWLEDGE that of my own free will and desire I voluntarily agree to assume the risk or any injuries, damages or loss, regardless of severity that I may sustain as a result of being a participant in the activities connected with or associated with my involvement with the Nelse Lodge Camp and that I have read and understood the warning above.

By enrolling I authorize Nelse Lodge staff and contractors to obtain such medical assistance as they deem necessary and I agree to meet these expenses.

I understand that Nelse Lodge relies on the accuracy of my disclosures, and I accept risks arising from failure to disclose.

I forever discharge and release all parties from any and all claims for injuries, damages, or loss that my accrue to me arising out of, connected with, or in any way associated with these activities.

Nothing in these Terms seeks to exclude, restrict or modify any guarantee, right or remedy that the Participant may have under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded or limited. To the extent permitted by law, the Participant agrees that the liability of the Released Parties for any failure to comply with a guarantee under the Australian Consumer Law in relation to the supply of recreational services is limited, at the option of the Released Parties, to: (a) the supply of the services again; or (b) the payment of the cost of having the services supplied again. This release does not apply to liability arising from reckless conduct by the Released Parties, as that term is defined in the Australian Consumer Law.

8. Force Majeure

Our obligations are subject to circumstances beyond our reasonable control such as natural disasters, government regulations, strikes, or other events that make performance impractical or illegal. We may terminate the agreement under these conditions and refund payments less reasonable unrecoverable costs.

9. Privacy

By booking, you agree that we may collect, use, and share your personal information as needed to provide our services, including with third-party providers. Nelse Lodge may photograph or video participants during retreats for marketing or social media without payment or attribution. If you do not wish for your image to be used for marketing or promotional purposes, please notify us at info@nelsefallscreek.com.au

10. Governing Law

These terms are governed by the laws of Victoria, Australia, and parties submit to the jurisdiction of Victorian courts.

11. Severability

If any part of these terms is found invalid or unenforceable, the remaining provisions will remain in effect.

12. Variation

We may reasonably update these terms from time to time and notify you of changes.

13. Age requirements

Participants must be 18 years or older. Nelse Lodge will collect date of birth details for eligibility, safety and insurance purposes.