

## **Terms and Conditions retreat**

This retreat Terms & Conditions, hereinafter referred to as "Agreement," is made between the retreat organizer ("Organizer"), specifically as follows:

Sandra Mederer, an individual, who may be contacted as follows:

Address: Burgerfeld 67a, 85570 Markt Schwaben, Germany

Website Address: [www.sandramederer.com](http://www.sandramederer.com)

Email: [hallo@sandramederer.com](mailto:hallo@sandramederer.com)

Telephone: +4915117264514

Mona Hassan, an individual, who may be contacted as follows:

Address: Josep Irla 173/0/2, 08195 Barcelona

Website: [monahassan.co](http://monahassan.co)

Email: [mona.maria.hassan@gmail.com](mailto:mona.maria.hassan@gmail.com)

Telephone: +34678294421

and you, as a user of this website and guest of the retreat ("Guest").

The retreat is represented under [www.retreation.co](http://www.retreation.co) ("the Website").

Your attendance at the Retreat, as defined below, is subject to each of the terms and conditions contained within this Agreement, all parts and sub-parts of which are specifically incorporated by reference here. By clicking "Purchase," "Confirm," "Attend," or undertaking any other affirmative action manifesting your intent to attend to Retreat, including providing the Organizer with credit card or billing information to be charged for attendance at the Retreat, you acknowledge and agree that you are entering into a legally binding agreement with the Organizer and that you acknowledge that you have read, understood and agree to be bound by and comply with these terms.

**YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE MANIFESTING YOUR ASSENT, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT MANIFEST YOUR ASSENT TO ATTEND ANY OF ORGANIZER'S RETREATS.**

Organizer and Guests may be referred to individually as "Party" and collectively as the "Parties."

## **Article 1 - RETREAT TERMS:**

The details and components included in the full price of the Retreat are as follows:

Name of Retreat: retre.ation (the "Retreat")

Type of Retreat: Business meets spirituality - coaching and spiritual practices combined

Accommodation Type: private luxury villa with single room (unless otherwise explicitly booked by the guest)

Meals: 3 vegan meals a day included (the guest may inform the Organizer at least 4 weeks before the retreat start date of any allergies or intolerances)

Start date: 30th of September 2022

Return Date: 05th of October 2022

Location: Portugal, region of Sintra

The retreat can only be booked as a complete package consisting of accommodation, meals and program. Individual components cannot be booked separately and cannot be excluded from the booking.

Additional details regarding the Retreat, such as price, included meals and amenities, transportation, etc., if applicable, will also be included on a page shown to you prior to full purchase or provided to you through emails and additional communications prior to the booking or Retreat.

## **Article 2 - CONFIRMATION:**

In order to purchase the Retreat package, the following steps must be taken:

Registration is done via the application form linked on the website [www.retreation.co](http://www.retreation.co). After the application we will talk to every potential guest in a 16 minute call personally if we have not worked together before. We will contact the potential Guest within 48 working hours after the application and arrange a call. After the personal talk or directly if we worked together already the Guest will receive an email with the acceptance if accepted. Once the Guest answers to this email that he will participate, the booking is binding for the Guest. The space will be reserved for the Guest for 48 working hours

once the acceptance mail is send and the space may be given to another Guest if spaces are short after 48 working hours. The Guest will receive an e-mail confirmation with the invoice for the retreat within 48 working hours. The payment date listed there is binding. The booking is not binding and might be rejected by the Organizer until the Guest receives the email of the Organizer. Once the Guest receives the booking confirmation via email the booking and the Agreement are binding. Any documents or files which are exchanged between Guest and Organizer are hereby incorporated by reference into this Agreement. The Organizer asks that you refrain from purchasing non-refundable travel until you receive an email confirmation from the Organizer staff.

The booking is binding once confirmed by the Organizer and obligates to pay the total amount for the retreat. The non-payment of the Retreat costs is not considered a cancellation. The number of participants is limited, the bookings will be considered in the order in which they are received. The decisive factor is the date of receipt of the bank transfer.

Organizer may request the provision of additional information, such as identification and travel information and/or additional forms and questionnaires. You hereby consent to receive all such correspondence related to the Retreat, including the concrete address, timetable of the retreat.

Please be advised the itinerary is subject to change and may be modified by Organizer at any time. You hereby acknowledge and agree that Organizer has a right to do so for any reason, including, but not limited to weather, third-party vendors or providers, and any local circumstances or Covid-19 related circumstances which Organizer deems unfit for travel.

### **Article 3 - PAYMENT:**

The deposit of 600 € is due at the moment of the confirmation of the booking and needs to be received within 7 working days on the bank account of the Organizer as described in the booking confirmation. Only with the receipt of the deposit the Organizer holds the place at the retreat for the Guest. If the booking is made less than 30 days before the start of the retreat, the full amount must be paid immediately.

The remaining amount needs to be on the bank account of the Organizer latest 30 days before the start of the Retreat.

All payments to the Organizer will be done by bank transfer. Please ask our booking team for bank account details or find them in your booking confirmation.

If the Total Fees are not received by the Organizer by the date listed above, your spot may be canceled without prior notice to you. If we do that, you accept that a

cancellation fee of 600 € will be due.

#### **Article 4 - ADDITIONAL ITEMS:**

You are solely and exclusively responsible for maintaining up-to-date and valid travel documentation, such as passports, as well as any required and applicable travel visas, immunizations, or other required documentation for the locations being visited. Organizer is not liable or responsible for any Guest being denied entry or exit to or from any location or country. This is also valid for all documentation and requirements related to Covid-19 regulations in the respective country.

#### **Article 5 - TRAVEL INSURANCE:**

Insurance is the responsibility of the guest in all respects. The organizer expressly advises the guest to take out appropriate insurance, as this is not included. The Guest acknowledges that the cost of the retreat do not include insurance and that the Guest has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Guest must ensure the insurer is aware of the type of travel to be undertaken.

Coverage should include, but not be limited to: illness, injury, delay, property damage, loss of personal items, death, cancellation and any other potential losses, damages, expenses, and/or liabilities.

Organizer is not responsible or liable for any loss, theft, damage, expense, cost, personal effects or any other travel issue. Personal belongings lost or stolen while unattended by the Guest in public lounges or other public areas, during transportation, publicly owned or operated by the Organizer or the supplier of the accommodation, are not reimbursable. The Organizer cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the organizer such as hotels, huts, expedition vehicles, or any other mode of transportation.

#### **Article 6 – CANCELTION, CHANGES AND REFUNDS:**

##### **Article 6.1 – CANCELTION BY THE GUEST:**

The Guest can withdraw from the retreat contract at any time before the start of the retreat. The date of receipt of the written notice of withdrawal by the Organizer is decisive. If the Guest withdraws from the retreat contract or does not take up the retreat without withdrawing from the retreat contract, the Organizer may demand reasonable compensation from the Guest as stated below. The Organizer is entitled to compensation regardless of the reasons that led the Guest to withdraw.

The following flat-rate cancellation fees apply per person and are based on the full amount (in

particular, if the guest pays in installments, the total amount of all installments is taken as a basis):

- cancellation up to the 31<sup>st</sup> of July 2022 100% of the total amount minus 600 € cancellation fee are refunded
- cancellation up to the 31<sup>st</sup> of August 2022 50% of the total amount

After the 31<sup>st</sup> of August 2022 no refunds are made in the case of cancellation done by the Guest.

Instead of cancelling, the Guest can provide a substitute person. The Organizer reserves the right to refuse this person if he or she does not meet the special requirements of the vacation or if his or her inclusion is not possible for organizational reasons or if his or her participation is contrary to legal regulations or official orders. The original and the new participant are jointly and severally liable for any additional costs arising from the change in the person of the participant. In the case of a substitution a compensation of 50 € is due to be paid by the original Guest and will be withheld by the Organizer once the refund is processed. The refund will be processed as soon as the new Guest's payment is received on the bank account of the Organizer.

Please note that there will be no refunds or discounts for arriving late, flight cancellations, travel delays or illness or unforeseen reasons at any time. If the Guest cancels the participation in the retreat for any severe or unforeseeable reason, the possibility of an exchange of services will be discussed, however there is no claim on the part of the guest for a exchange of service. All cancellations must be received in writing to the email [retreation@gmail.com](mailto:retreation@gmail.com).

If, for compelling reasons, the Guest does not make use of individual services during the retreat or ends the retreat prematurely, the Guest shall not be entitled to a pro rata refund.

If the Guest terminates the vacation prematurely, he is responsible for his own onward or return journey.

## **Article 6.2 – CANCELANATION BY THE ORGANIZER:**

As noted above, Organizer reserves the right to cancel if the total amount is not received within 7 working days after the Guest received the booking confirmation.

The retreat will only take place if there is a minimum of 9 participants. If the minimum number of participants does not materialize, the organizer can cancel up to 30 days before the start of the retreat. If the retreat is cancelled due to insufficient number of participants by the Organizer, the Guest can receive a full refund of the full amount paid under the contract as soon as possible.

If the Organizer cannot provide it's services and accommodations due to causes beyond its control like force majeure, death, injury, terrorism, war, regulatory orders relating to covid-19 or other pandemics, weather, strikes or any other cause beyond its control, there shall be no compensation, responsibility or liability. In this event the

Organizer will use its best efforts to supply comparable services and accommodations, and all travel arrangements may be subject to alteration or cancellation at any time with or without prior notice for any reasonable cause. Such alterations will not be considered cause for cancellation by the Guest.

The Organizer is not responsible for any incidental expenses or consequential losses that the Guest may have incurred as a result of the booking paid to a third party such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

If Guests wish to cancel, written notice of such cancellation must be sent to Organizer via email. As noted above, in the event of Guest cancellation, no fees will be returned.

### **Article 6.3 – CHANGES BY THE ORGANIZER:**

Program as well as changes of individual services (accommodation, travel escort, yoga teacher, means of transport, program content, changes in the schedule) due to unforeseeable circumstances or safety reasons, are expressly reserved and are hereby accepted by the customer.

The organizer expressly reserves the right to make changes in the schedule of the itinerary as well as changes in planned accommodations or offered leisure activities. Deviations from the planned retreat itinerary may result from changes due to force majeure such as weather, changes in road conditions, fuel and supply problems, safety considerations, and governmental arbitrariness with respect to Covid-19 in particular. Guest hereby acknowledges such adjustments to the extent that they do not affect the general character of the booked retreat. Additional costs arising from this are to be borne by the guest and are not covered by the organizer.

Due to country-specific circumstances or flight delays, changes in the retreat schedule may occur. In such cases, the organizer will make every effort to provide a replacement for any missed program points during the retreat in the form of additional services.

### **Article 7 – TRANSPORTATION AND OTHER COSTS:**

The retreat price does not include national or international airfare or any other means of transport as well as the transfer from the airport or any other form of public transportation station to the location. This is to be booked and paid by the Guest. The organizer strongly recommends you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

Not included in the price of the retreat is additionally to transportation costs as explicitly stated above travel insurance, excess baggage charges, tipping and any food or drink

or additional excursions or activities which are not confirmed as being part of your retreat arrangements on the website or in your booking confirmation (e.g. surfing). Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

#### **Article 8 – PRICE CHANGES:**

In exceptional cases, the agreed price may have to be increased. Price increases may result from the following reasons:

- government-imposed price increases (e.g. value-added tax)
- exchange rate changes

If the Organizer has to change the prices for the reasons mentioned above, you will be informed of this price increase at the latest 4 weeks before departure. If the price increase is more than 10 percent, you have the right to withdraw from the contract free of charge within 5 days after receipt of this notification.

#### **Article 9 - MEDIA RELEASE:**

You acknowledge and agree that before and during the Retreat, you may be subject to photographs, video, sound recordings, or other media captures of your face, name, voice, or likeness. In consideration for your participation in the Retreat, you hereby and irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or re-release of the Released Media, as defined below, by the Organizer, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to as the "Release Receiver") for any legal reason or purpose, including but not limited to social media, commercial products, education, course materials, video footage, sales, marketing, website or any other medium in any form that has been or will be invented.

The Released Media will include, but is not limited to, all photographs, videos, sound recordings, paintings, sculptures, and all other media currently known or hereinafter developed, captured of you or your likeness before and during the Retreat by the Release Receiver.

In addition, you grant the Organizer the right to publish in any of the above named use cases any photographs and videos which you take or create and provide to us.

You hereby release the Release Receiver from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and

forego any opportunity, whether past or present, to copyright or trademark the Released Media.

You give consent to the use of this Released Media while knowing and understanding that your name, comments, and other identifying factors may be revealed to the general public. However, the Release Receiver may not make known to any party in any medium my known or previously known location, email or physical address, or any other contact details, such as phone number.

You give the consent and grant the right to use pictures and other material as named above unless specifically requested to the photographer or in writing to the Organizer, to not use any material your image is depicted in. Otherwise, permission is granted to the Organizer to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

#### **Article 10 - VOLUNTARY PHYSICAL PARTICIPATION:**

You hereby acknowledge and agree that you will voluntarily be participating in certain physical activities ("Physical Activities") on the Retreat. The Physical Activities may include, but are not limited to: walking, swimming, hiking, biking, yoga, surfing, fitness activities, climbing, or other types of strenuous physical activities.

You understand and are aware that your participation in the Physical Activities involves risks. These risks may lead to tangible or intangible harm, and you agree that they may result not only from your own actions but also from the actions of others. With the knowledge and understanding of these risks, you choose, of your own will and volition, to continue participating in the Physical Activities.

You also acknowledge and agree that there are risks that you may not have considered, yet you waive your right to any claims that may occur from these unconsidered risks and choose, of your own will and volition, to participate in the Physical Activities.

You acknowledge and agree that by attending the Retreat you consent to waive certain legal rights, including the right to sue the Organizer, and, if applicable, its owners, employees, agents, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to you during your participation in any of the Physical Activities undertaken while under their instruction or thereafter.

#### **Article 11 - HEALTH ELIGIBILITY:**

Your participation in the Retreat indicates your acknowledgment and agreement with, as well as your warranty of, the following statements:

(a) It is my responsibility to consult a physician before participating in this or any Retreat to ensure my eligibility for Physical Activity (e.g. Yoga, hiking, dancing) and I affirm that I have no medical conditions that would restrict me from participating in any of the Physical Activities or using the facilities.

(b) I agree to hold the Organizer, and if applicable, its employees, owners, agents, trainers, and representatives, harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Retreat including physical activities (on and off site) or using the facilities (e.g. swimming pool). Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.

(c) I agree that if I do experience medical issues, I will contact my doctor immediately.

(d) I agree and verify that all of the information that I have given the Organizer and its representatives is accurate, up-to-date, and without the omission of any known medical issues.

(e) I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Organizer harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

(f) I agree to keep the Organizer apprised of any changes or upcoming changes concerning my physical health and personal information.

(g) I understand and agree that it is my responsibility to let the Organizer know if I find myself in any pain or discomfort before, after, or during the Retreat.

(h) If I do require medical treatment or attention while or after participating in the Retreat, I agree that the medical costs are mine and mine alone and hold the Organizer blameless from any charges, fees, or costs that my conditions may incur.

(i) I specifically acknowledge and agree that these clauses are not intended to be a general release, which would be limited under some state and local laws.

If the Guest (or anyone on whose behalf the Guest is booking) is affected by any condition, medical or otherwise, that might affect the Guest's or other people's enjoyment of the trip, the Guest must advise the Organizer of this at the time of booking. If the Guest's health or fitness changes between the time of booking and the trip departure date, the Guest must notify the Organizer of these changes before the retreat starts.

If the Guest needs accessibility the Organizer needs to be contacted and informed prior to booking to discuss possible options. Accessibility is not guaranteed.

With all retreats of this kind there is an increased risk of illness, accident and injury, which cannot be excluded even by prudent care. This residual risk is borne by the Guest himself and he is requested to cover himself accordingly by taking out foreign health, accident and personal liability insurance and to check his insurance cover.

By making a booking and attending at the Retreat the Guest agrees to our “Client Waiver” and “Release of Liability”. The “Client Waiver” and the “Release of Liability” can be found on the website via the respective links named in the footer or under [Client\\_waiver\\_retreation.pdf](#) and [Release\\_of\\_liability\\_retreation.pdf](#) . The two documents need to be send over signed via email to the Organizer before the start of the retreat by the Guest.

#### **Article 12 - GENERAL ASSUMPTION OF RISK:**

You agree and understand that your participation in the Retreat may involve risks. These risks may lead to tangible or intangible harm, as discussed above. Additional risks, such as those risks involved in being in another country, a country where medical services are not available, or a country with an unsteady political, cultural, or geographical climate, may also be present.

It is your responsibility to familiarize yourself with all possible risks involved in participation in the Retreat. You agree that Organizer is not liable, to the fullest extent permissible by law, for any harm that may come to you due to your participation in the Retreat.

YOU ACKNOWLEDGE THAT YOUR DECISION TO ATTEND THE RETREAT IS MADE WITH FULL KNOWLEDGE OF ALL INFORMATION DESCRIBED ABOVE AND THAT YOU ARE ATTENDING OF YOUR OWN WILL AND VOLITION. YOU AGREE TO BE THE SOLE PARTY RESPONSIBLE FOR ASSUMPTION OF ALL RISK INVOLVED IN CONNECTION WITH THE RETREAT. IN NO EVENT WILL ORGANIZER BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE RETREAT.

#### **Article 13 - USE:**

Guest agrees not to use the Website or Retreat for any unlawful purpose or any purpose prohibited under this clause. Guest agrees not to undertake any action which may damage the Organizer in any way.

Guest further agrees not to use the Website or Retreat:

- (a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- (b) To violate any intellectual property rights of the Organizer or any third party;
- (c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- (d) To perpetrate any fraud;
- (e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- (f) To publish or distribute any obscene or defamatory material;
- (g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- (h) To unlawfully gather information about others.

**Article 14 - RELEASE OF LIABILITY:**

The organizer is not liable for any personal injury or property damage suffered by the guest before, during or after the retreat, in or outside the location, or during activities hosted by the organizer, whether caused by the guest's own negligence or by another guest or by a third party.

Guest hereby releases Organizer, as well as any of Organizer's affiliates, licensors, suppliers, subsidiaries or other legal representatives, from any claims, demands, damages or other legal action which may arise out of or in any way related to the use, delay in use or inability to use the services or which may arise out of a dispute with any other Guest.

In all other respects, our liability is limited to injury to life, body or health resulting from a negligent breach of duty on the part of the organizer or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent of the organizer.

The liability of the organizers is limited in any case to the amount and extent of the agreed offer and covers only the direct damage. The organizers shall not be liable if the non-fulfillment or improper fulfillment of the contract is due to the following causes:

- failure of the participant before or during the trip

- unforeseeable or unavoidable failure of a third party not involved in the provision of the contractually agreed service.

- to force majeure or to an event which the organizers, or a third party service provider could not foresee or avert despite due diligence.

#### **Article 15 - LIABILITY FOR DAMAGES:**

The guest is fully responsible for all property damage and personal injury for which he is responsible. The guest is fully responsible for remedying the damage caused to affiliates and service providers of the organizer, the organizer itself as other participants. The organizer does not assume any liability for damage caused by guests. In particular, this includes damage in and around the event and accommodation location.

#### **Article 16 - TERMINATION:**

This Retreat Agreement shall continue until canceled as specified above by either Party or until the Guest attends and completes the Retreat. Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

#### **Article 17 - INTELLECTUAL PROPERTY:**

Guest acknowledges and agrees that the Organizer's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organizer or its affiliates, licensors, or suppliers.

Guest acknowledges and agrees that the source and object code of the Website and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organizer and its affiliates, licensors, and suppliers.

Guest expressly agrees not to do anything inconsistent with Organizer's ownership of all of the intellectual property discussed herein. Guest further agrees that there are no rights, title, or interest in or to any of the Organizer's Intellectual property. In addition, Guest is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organizer or any third party.

#### **Article 18 - RESTRICTIONS:**

Guest is prohibited from selling or reselling Guest's space in the Retreat, unless Guest has specifically executed a written agreement with Organizer that expressly allows for

such activity.

**Article 19 - INDEMNIFICATION:**

Guest agrees to defend and indemnify Organizer and any of its affiliates, trainers, coaches, property owners and other third parties may involved in the execution of the retreat (collectively the “Indemnified Parties”) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or related to Guest's use or misuse of the Website, Guest's attendance at the Retreat, Guest's use of any other form of provided service before, during or after the retreat, Guest's breach of this Agreement, or Guest's conduct or actions. Guest agrees that Organizer shall be able to select its own legal counsel and may participate in its own defense, if so desired. The Guest shall cooperate as fully as reasonably required in the defense of any such claim.

**Article 20 - REPRESENTATION:**

Guest agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement.

**Article 21 - SEVERABILITY:**

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

**Article 22 - GOVERNING LAW:**

The validity, construction and performance of this agreement shall be governed by the laws of Germany and the Guest agrees that any dispute arising from it shall be litigated only in Germany.

**Article 23 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.