

## General Terms and Conditions

### 1. Scope

- 1.1. These General Terms and Conditions (hereinafter "GTC") apply to the booking and execution of retreats and/or other events of the Organizer (hereinafter "Retreat") regardless of the venue of the booked Retreat. These GTC are exclusively addressed to entrepreneurs and self-employed persons and not to consumers according to BGB.
- 1.2. The Organizer is responsible for the organization and execution of the Retreat and is not a tour operator or travel agent.

### 2. Contractual partner

Eva Eulenstein  
Buchenweg 2  
63849 Leidersbach  
Germany  
(hereinafter „Organizer“)

### 3. Conclusion of contract

- 3.1. The number of participants for the Retreat described on the website are limited. By filling out the form on the website, the participant sends a legally binding application to the Organizer. The Organizer reviews the application and decides about the approval. The Organizer reserves the right to refuse applications for the Retreat at any time for any reason.
- 3.2. If the participant is approved by the Organizer, the participant receives a confirmation by e-mail, which includes the invoice and payment information.
- 3.3. If not otherwise stated in the confirmation e-mail, payment shall be made by bank transfer to the Organizers bank account stated in the confirmation e-mail within 7 days as of the invoice date.
- 3.4. Payment by installments (maximum 3 installments) may be requested by the participant in the application form.

### 4. Participant's rights and obligations

- 4.1. The participant guarantees its minimum age of 18 years at the time of Retreat start.
- 4.2. The participant is obliged to provide its personal data truthfully and completely. The participant is required to promptly notify the Organizer in case of changes to its information or personal data.
- 4.3. The participant is responsible for booking transportation to and from the Retreat location at its own expense.
- 4.4. Participation in the Retreat requires healthy mental and physical resilience. If the participant is receiving medical or psychotherapeutic treatment, it is required to discuss participation with a doctor or therapist prior to the booking.
- 4.5. The participant shall inform the Organizer in writing of any physical or psychological restrictions or complaints before the start of the Retreat. The Organizer may refuse the participation of participants with certain conditions.
- 4.6. The participant agrees to follow the house rules of the venue and accommodation. The participant is solely liable for any violations and damages.

### 5. Rights and obligations of the Organizer

- 5.1. The scope of the services to be provided by the Organizer extends to the execution of the Retreat as well as accommodation and meals. The Organizer does not provide or arrange any services in connection with the participants' travel to and from the Retreat venue.

- 5.2. The Organizer is entitled to change the timing or content of the Retreat or to omit individual components at any time for any reason, provided that this does not change the goal and overall character of the Retreat.
- 5.3. The minimum number of participants for each Retreat is six (6) persons. The Organizer undertakes to inform the participant no later than six (6) weeks before the start of the Retreat in case the Retreat cannot be carried out due to not reaching the minimum number of participants. In this case, the participant has the choice between rebooking to a later Retreat date or reimbursement of the fully paid purchase price.
- 5.4. If a Retreat cannot be held for reasons not attributable to the Organizer (including but not limited to accident, force majeure etc.), the Organizer shall inform the participant accordingly in advance and shall try to find an appropriate solution, e.g. the Retreat may be postponed. Further claims of the participant are excluded. In particular, the Organizer is not liable for cancellation or rebooking costs for transport and/or hotel services incurred by the participant.
- 5.5. Accommodation, shuttle services, guiding or other elements of a Retreat are provided by local suppliers who may themselves engage the services of local operators and/or sub-contractors. The Organizer at all times endeavors to appoint reputable and competent local suppliers, though it does not guarantee a certain standard of service quality or performance as these contractors are outside the Organizers direct control.

## **6. Termination by participant**

- 6.1. The participant may terminate the contract in writing to the Organizer at any time before the start of the Retreat. If the participant terminates the contract, the Organizer has the right to charge compensation. The compensation is calculated as of the date of receipt of the participant's written termination notice as follows:
  - 90 and more days before the start of the Retreat: 20 % of the purchase price
  - Between 89 and 60 before the start of the Retreat: 50% of the purchase price
  - 59 and less before the start of the Retreat: 100% of the purchase price

## **7. Cancellation due to special circumstances (COVID-19 pandemic)**

- 7.1. If the Retreat needs to be canceled due to the COVID-19 pandemic, the participant has the choice between rebooking to a later Retreat date or reimbursement of the full purchase price.
- 7.2. A Retreat cancellation due to the COVID-19 pandemic applies, e.g. if the Retreat cannot be carried out as planned, including but is not limited due to legal/official regulations or if the travel to the Retreat location cannot be carried out due to official travel restrictions. The travel regulations of the place where the participant is officially registered apply. This does not include flight or other travel cancellations due to non-statutory regulations, personal quarantine obligations or illness/infection.
- 7.3. Health is the first priority. If the participant tests positive for COVID-19 or shows respective symptoms within 48 hours before the start of the Retreat, participation in the Retreat is not possible. The participant shall inform the Organizer immediately. The participant can be rebooked free of charge to attend a later or different Retreat, which date shall be agreed between the participant and the Organizer in writing.

## **8. Liability**

- 8.1. The Organizer is liable exclusively for simple negligence and only in the event of a breach of material contractual obligations ("Kardinalpflichten"), with the exception of injury to life, body or health.
- 8.2. In case of liability according to clause 8.1, the liability is limited to the amount of the purchase price paid by the participant.

- 8.3. The Organizer is not liable for third-party services, especially not for third-party travel services.
- 8.4. Any further liability of the Organizer is excluded.

## **9. Declaration of consent to recordings**

- 9.1. The Organizer reserves the right to make picture, sound and video recordings during the Retreat for the use and publication of such recordings on its website, social media presences or other advertising materials (printed or online) for the purpose of advertising and describing its services.
- 9.2. The participant hereby declares its consent to such recordings with clause 9.1. above. In case the participant does not agree to be recorded on site, the Organizer shall assign a place for the time of the recording where the participant will not be seen on the recording.
- 9.3. The participant may revoke its consent in writing to the Organizer at any time.

## **10. Miscellaneous**

- 10.1. These GTC may be amended by the Organizer from time to time. The GTC shall apply in their respective valid version.
- 10.2. If any provision of these GTC is or becomes invalid as a whole or in part, the validity of the remaining provisions shall not be affected thereby. The entirely or partly invalid provision shall be replaced by a provision whose purpose comes closest to that of the invalid provision.

## **11. Applicable law, place of jurisdiction**

- 11.1. These GTC and the contractual relationship between the parties shall be governed by and construed under the laws of Germany with the exclusion of its conflict of law rules and the UN Sales Law.
- 11.2. Disputes arising out of or in connection with these GTC and/or the contractual relationship between the parties shall be exclusively settled by the competent courts in Obernburg, Germany.