

WellBeing Retreat Agreement

These special conditions for retreats apply in addition to or in deviation from the provisions outlined in the general terms and conditions. These special conditions take precedence over the provisions in the general terms and conditions.

Article 1: Registration for Retreats

1. Clients or participants register for a retreat via the WellBeing Retreats website (wellbeingretreats.eu) using the registration form.
2. WellBeing Retreats are organized by Solace & Serenity and strives to send a confirmation of registration, additional information, and an invoice to the client or participant within 1-3 business days.
3. After registration, the client or participant has a 14-calendar-day cooling-off period starting from the day they receive the confirmation of participation. Cancellation during this period is free of charge, and any deposit paid will be refunded.

Article 2: Payment Terms for Retreats

1. Payment for a retreat can be made in full or in two installments. The payment terms are specified on the invoice. The first installment is due immediately upon confirmation of the client's or participant's registration. The second installment must be paid by the date indicated on the invoice, and no later than 2 months before the start of the retreat.
2. If payment is not made or is incomplete after written notice of default and an additional 14-day period, Solace & Serenity has the right to collect overdue payments, including any external collection costs and statutory interest, in accordance with the general terms and conditions.

Article 3: Force Majeure

1. In the event of force majeure or serious emergencies (such as natural disasters, war, strikes, or government-imposed restrictions), Solace & Serenity reserves the right to modify, reschedule, or cancel the retreat. If rescheduling is not possible, any amounts already paid by the client or participant will be refunded. Solace & Serenity is not liable for any damage incurred by the client or participant. The client or participant is responsible for securing appropriate travel and/or cancellation insurance.
2. Solace & Serenity also reserves the right to involve a third party in providing services during the retreat, in cases where it is unable to provide the services as agreed due to force majeure.

Article 4: Cancellation of Retreats

1. Cancellation within 14 days of booking: You have the right to cancel this agreement free of charge within 14 calendar days of receiving the confirmation of your booking. During this cooling-off period, no cancellation fees will apply, and any amounts paid will be refunded.
2. Cancellation after 14 days:
 - o Cancellations up to 3 months before the start of the retreat will incur a cancellation fee of 50% of the total agreed amount. If the client or participant has already partially or fully paid, this cancellation fee will be deducted.
 - o Cancellations made between 3 months and 2 months before the start of the retreat will incur a cancellation fee of 75% of the total agreed amount. If the client or participant has already partially or fully paid, this cancellation fee will be deducted.
 - o Cancellations made within 2 months of the retreat start date will result in the full agreed amount being payable to Solace & Serenity. The cancellation fee is 100%.

3. If the client or participant cannot attend the retreat at the location for any reason, no refunds will be provided. The client or participant is responsible for securing travel and/or cancellation insurance that offers coverage in such cases.
4. Solace & Serenity reserves the right to cancel a retreat due to insufficient participants. In such cases, any amounts already (partially) paid will be refunded.

Article 5: Client/Participant Obligations and Liability

1. Clients or participants take part in a retreat at their own risk. The client or participant is responsible for taking necessary precautions to avoid injuries or accidents and for ensuring their own wellbeing during the retreat. Solace & Serenity is not responsible for the client's or participant's adherence to any advice or instructions, nor for any form of injury.
2. Participation in a retreat is not a substitute for therapy, coaching, or any medical treatment or diagnosis. The client or participant must contact their general practitioner or treating specialist if they have any doubts about the suitability of participating in the retreat based on their health or wellbeing.
3. The client is responsible for obtaining the necessary travel documents and visas and for verifying travel advisories and restrictions related to the destination country.
4. The client is responsible for securing their own travel and/or cancellation insurance that provides adequate coverage and for ensuring they have a valid health insurance policy. Solace & Serenity is not liable for personal injury or damage to property during the retreat.
5. If the client or participant causes damage to other retreat participants, property, or the location, or to Solace & Serenity, they must fully compensate for the damages. The client or participant is responsible for securing liability insurance and for the consequences of not having adequate coverage.

Article 6: Company Liability and Limitation

1. Solace & Serenity's liability for any damage caused by the company during a retreat is limited to the amount paid for that specific retreat.
2. Solace & Serenity is not liable for any indirect damages or consequential losses, including but not limited to loss of income, missed opportunities, or reputational damage.
3. Solace & Serenity's liability for damage resulting from negligence, breach of contract, or other grounds is excluded to the extent permitted by law.

Article 7: Privacy and Data Protection

1. Solace & Serenity will process the personal data of participants in accordance with its **Privacy Policy**, available on the website. This includes the collection and processing of personal data for retreat bookings, communication, and service improvement.
2. The client or participant acknowledges and agrees to the processing of their personal data for these purposes as outlined in the Privacy Policy.
3. The client or participant has the right to access, rectify, or delete their personal data, in accordance with applicable Dutch data protection laws (GDPR).

Additional Terms

1. **Health and Safety:** You affirm that you are in good physical and mental health and capable of participating in the activities offered during the Retreat. You are encouraged to consult with your physician before making a reservation if you have any pre-existing medical conditions or concerns. WellBeing Retreats, organised by Solace & Serenity, is not responsible for any medical emergencies, and you assume full responsibility for your health during the Retreat.
2. **Insurance:** You are highly encouraged to purchase Travel Insurance, including "Cancel for Any Reason" coverage. You agree to cover any costs associated with travel disruptions, cancellations, illness, injury, loss of baggage, or other emergencies during your participation

in the Retreat. WellBeing Retreats, organised by Solace & Serenity, is not liable for any losses incurred due to your failure to purchase insurance.

3. **Program Modifications:** Solace & Serenity reserves the right to alter the itinerary or activities as needed due to circumstances beyond its control, including adverse weather conditions or vendor unavailability. No refunds or compensation will be provided due to changes to the Retreat's program.
4. **Social Media and Marketing:** By participating in the Retreat, you consent to the use of your image, likeness, and voice in any photos, videos, or other media captured during the program. These materials may be used for marketing or promotional purposes by WellBeing Retreats, in perpetuity and across all media channels, without compensation. You may withdraw consent at any time by notifying us in writing.
5. **Indemnity and Release:** You agree to indemnify and hold harmless WellBeing Retreats, Solace & Serenity, its affiliates, and staff from any claims, damages, or losses arising from your participation in the Retreat. You release WellBeing Retreats and Solace & Serenity from any liability related to injury, damage, or death that may occur as a result of your involvement in the program or activities.
6. **Waiver of Liability:** By signing below, you waive any right to sue or hold WellBeing Retreats and Solace & Serenity liable for any injury, loss, or damage incurred during the Retreat. You acknowledge that participation in activities is voluntary, and you do so at your own risk.
7. **Governing Law and Dispute Resolution:** This Agreement is governed by Dutch law, and any disputes arising from this Agreement will be handled in the courts of Arnhem, the Netherlands. Both parties consent to the jurisdiction of these courts.
8. **Miscellaneous:**
 - Force Majeure: Neither party shall be held liable for delays or failure to perform due to events beyond their control, including acts of nature, war, or other emergencies.
 - Amendments: Any changes or amendments to this Agreement must be made in writing and signed by both parties.
 - Severability: If any part of this Agreement is found to be invalid or unenforceable, the remainder will remain in full force and effect.

By signing, you acknowledge that you have read and understood all the terms and conditions outlined herein and agree to be bound by them.

Legal Disclaimer

This document is an English translation of the original Dutch version of the "WellBeing Retreat Agreement." While every effort has been made to ensure the accuracy of this translation, the original Dutch version shall prevail in case of any discrepancies or conflicts. This agreement has been drafted in accordance with Dutch law. Participants are encouraged to consult with a legal expert for clarification or interpretation of any provisions in this document. By signing this document, you confirm that you understand and accept these terms, regardless of the language in which they are presented.