

## General Terms and Conditions Soul Retreat

### 1. Scope of Application

1. These General Terms and Conditions (GTC) apply to the implementation of the Soul Retreat on Ibiza from October 19th-23rd in 2023.
2. The following conditions govern the booking of the retreat..

### 2. Contracting Parties

Living Vidal S.L., Carrer Alfabaguera, 2 7 Esc. D1, 07829 Sant Josep de sa Talaia  
Soul Stories, Falkenstrasse 2a, 81541 Munich (for the Soul Retreat services: Coaching, Reiki, Photography und Yoga)

### 3. Offer, Payment, Conclusion of Contract

1. The description of the retreat on the website [www.soulstories.de](http://www.soulstories.de) constitutes a legally binding offer.
2. The participant's registration and payment constitute the acceptance of the offer and thus the conclusion of the purchase contract.
3. After the organizer accepts the participant's registration and payment, the participant will receive a registration and payment confirmation via email (order confirmation).

### 4. Payment conditions

1. Payment is due in advance directly after registration by the participant via bank transfer. The bank transfer details can be found on the invoice. Payment in installments is available upon request.

### 5. Rights and Obligations of the Participant

1. The participant is obligated to provide truthful and complete personal information. The participant agrees to promptly notify the organizer of any changes to their data.
2. The participant is responsible for meeting the necessary requirements for participating in the retreat at their own expense. This includes, in particular, booking flights and insuring flight costs in the event of cancellation or non-participation in the retreat. The participant is responsible for arranging any necessary insurance coverage (accident, foreign health coverage, luggage, liability, trip cancellation, seminar cancellation).
3. Participation in the retreat requires normal mental and physical resilience. If the participant is under medical or psychotherapeutic treatment, they are required to discuss their participation with the respective doctor or therapist.
4. The participant is required to inform the contracting parties about any physical or mental restrictions or complaints before the start of the retreat.
5. The participant has no claim to the implementation of the retreat by specific instructors. In the event of the unexpected and short-term absence of the announced instructor due to illness or unavailability, the organizer may appoint a substitute instructor for the booked retreat. The replacement of the yoga instructor does not entitle the participant to withdraw from or terminate the contract.

### 6. Rights and Obligations of the Organizer / Minimum Number of Participants

1. The scope of services provided by the organizer is limited to the described services of the Soul Retreat on [www.soulstories.de](http://www.soulstories.de). The organizer does not provide or arrange services related to flight bookings.

2. The organizer is entitled to change the schedule or content of the retreat or to omit individual elements thereof, provided that this does not alter the overall purpose and character of the retreat.
3. Soul Stories commits to inform the participant about the non-feasibility due to not reaching the minimum number of participants no later than six weeks before the start of the retreat. In this case, the paid course fee will be promptly refunded, excluding flight booking costs. The minimum number of participants is five persons.
4. Soul Stories reserves the right to postpone or cancel the retreat for reasons not attributable to Soul Stories. This is particularly the case if, due to the unavailability of the announced yoga instructor, for example, due to illness, no other instructor can take over the retreat, or if force majeure jeopardizes or impairs the implementation of the retreat. If additional services by Soul Stories related to the retreat cannot be provided due to Nina Bohnert's illness, the retreat will be canceled or rescheduled. The costs for canceling the retreat due to Nina Bohnert's illness will be reimbursed to the participants upon presentation of the corresponding receipts. Flight costs will be reimbursed up to a maximum of 300 € gross per participant upon cancellation of the retreat due to Nina Bohnert's illness upon submission of a receipt. Further claims by the participant do not exist.

**7. No Right of Withdrawal for Retreats**

1. There is no right of withdrawal for consumers, § 312g para. 2 sentence 1 no. 9 German Civil Code (BGB). Booking a retreat constitutes a service in connection with a leisure activity. According to § 312g para. 2 no. 9 BGB, there is no right of withdrawal for such services.

**8. Cancellation by Participant - Cancellation Costs**

1. The participant can cancel the contract with the organizer in writing at any time before the start of the retreat. If the participant cancels the contract, the organizer may demand a lump-sum compensation. The compensation is calculated as a percentage of the course fee based on the time of receipt of the participant's written cancellation statement as follows:

Up to 8 weeks (23.08.2023) before the start of the course: 30% of the purchase price  
Up to 6 weeks (07.09.2023) before the start of the course: 100% of the purchase price

**9. Right of Cancellation; Termination due to Special Circumstances**

1. The last-minute replacement of the announced instructor by the organizer does not entitle the participant to withdraw or terminate the contract.
2. If the implementation of the retreat is significantly impeded, endangered, or impaired by force majeure that was not foreseeable at the time of the conclusion of the contract, both the participant and the organizer can terminate the contract. The mutual rights and obligations are determined according to the legal provisions.

**10. Disclaimer of Liability**

1. Participation in the Soul Retreat is at the participant's own risk. The organizer is not liable for personal or property damage unless it is due to gross negligence or intent on the part of the organizer.

**11. Consent to Image- and Video Recordings**

1. The organizer reserves the right to take and publish photographs and videos during the retreat on their website and social media channels for advertising and promotional purposes.

2. The participant hereby consents to the use of photographs and video recordings of them as described in clause 11.1 of these terms and conditions.
3. The participant can withdraw their consent on-site before the photographs and video recordings are taken by notifying the person responsible for taking the recordings.

**12. Applicable Law, Jurisdiction**

1. German law exclusively applies.
2. The place of jurisdiction is Munich (District Court Munich I & II) for all disputes arising directly or indirectly from the contractual relationship.