

## **Terms and Conditions Retreats – Land of Deveza**

### *1. General*

1.1 In these " *Terms and Conditions Retreats* " the following terms have the following meanings:

1.1.1 "Land of Deveza": a company located in Sao Pedro Sul in Portugal, NIF 515554952. Land of Deveza acts as organizer for retreats offered in Portugal.

1.1.2 "Participant": the customer, counterparty of Land of Deveza, or the person to whose for the purpose of booking the trip (the travel companion) and that stipulation (the booking that trip on his behalf).

1.1.3 "Agreement": the agreement as referred to in Article 7: 500 of the Dutch Civil Code Code, in those cases where Land of Deveza commits itself to the providing a pre-arranged retreat offered by it that includes a includes overnight stay or a period of more than 24 hours.

1.1.4 "Collaboration party": the provider of services such as the provision of accommodation, workshops, massages and / or other service providers with whom the participant an agreement through the mediation of the travel organization concerns.

1.2 Land of Deveza is entitled to change these terms and conditions unilaterally adjust or expand.

1.2.1 Changes also apply to agreements concluded from April 2021 subject to a notice of 30 days after written announcement of the change.

1.2.2 In the event of a substantive change, Land of Deveza will inform the participant inform about this and give 30 days the opportunity to object to the modification.

1.2.3 If a change is not accepted by the participant, Land of Deveza enter into consultation with the participant. If no agreement is reached, the participant has the option to terminate the agreement with effect from the change date of the general terms and conditions or within 7 days after the date of receipt of the amendment to the general terms and conditions, if these receipt date is after the effective date of the change. On this are the cancellation conditions as described in article 3 apply.

## *2. Formation and content of the agreement*

2.1 The offer from Land of Deveza is without obligation and can be revoked if necessary.

Revocation due to errors in the calculation of the participation costs or other errors is permitted. The revocation must be made no later than 48 hours after accepting it offer to be made without stating reasons.

2.2 By accepting the offer by the participant, including the accompanying one retreat conditions, an agreement is concluded on which the aforementioned terms and conditions apply. Participant receives after the creation of the agreement an electronic confirmation of the concluded agreement.

2.3 Amounts or other information on the website, social media, booking agreement and other expressions of Land of Deveza are not entitled to any rights are borrowed by the participant. Participant must provide the information provided on the booking agreement.

2.4 Obvious errors or mistakes in the travel offer are not binding for Land of Deveza. Such errors and mistakes are those, from the perspective of the mean the participant is or should be recognizable as such at first sight.

## *3. Booking and cancellation conditions*

3.1 By completing the registration form and paying (part of) the participation fee, the participant agrees to the "*Terms and Conditions Retreats*".

3.2 The down payment must be made to Land of Deveza directly through website. The remaining amount is due no later than 60 days before the start of the retreat to be satisfied. For bookings less than 60 days before the start of the retreat must the amount to be paid in full by return. In case of late payment Land of Deveza has the right to cancel the reservation.

3.3 The registration is only final after payment of the down payment or, upon registration less than 60 days before the start of the full participation fee.

3.4 Participation in the program is on a voluntary basis. It is standing participants are free to opt out of the program to be followed. However, this does not give right to a refund of the participation fee and also no right to a replacement lesson or activity.

3.5 Any cancellations or changes to the agreements provided are possible only take place at the request of the participant. Cancellation of or changes to the Agreement must be confirmed by email (landofdeveza@gmail.com). The date of receipt by Land of Deveza counts as notification dates of the cancellation or modification.

3.6 If the participant decides to cancel, the following conditions apply:

- Up to 60 days before the start of the program: refund of 100% of the already paid participation fees.
- From 60 to 30 days before the start of the program: 100% refund of the participation fees already paid, with the exception of the down payment.
- From 30 days to the day of the start of the program: no refunds possible. Any refunds are made exclusively to the participant.

3.7 If the participant on site, for whatever reason, cannot participate in the retreat, the participant is not entitled to a refund of (part of) the paid participation fees.

3.8 If the participant is unable to attend the retreat booked by him or her, substitution is allowed, provided the details of the replacement participant to be communicated to Land of Deveza no later than 1 day before the start of the retreat.

3.9 Land of Deveza has the right to cancel a retreat if justified reasons exist, including insufficient participants, illness of the teacher or force majeure (more force majeure in Article 4).

3.9.1 In case of insufficient participants, the final date of cancellation is by Land of Deveza 14 days before the start of the retreat. The agreement can continue Land of Deveza will be canceled immediately if the number of registrations is smaller than the minimum number (of 5) participants. Land of Deveza will always try yet carry out the retreat to avoid disappointment.

3.9.2 In the event of cancellation by Land of Deveza, the participant is entitled to reimbursement of the participation fee already paid. Participant is not entitled to any other compensation or damages.

3.9.3 In case of displacement by Land of Deveza, the participant is not entitled to reimbursement of the participation fee already paid. Participant is not entitled to any other compensation or damages.

3.10 Land of Deveza has the right to request a to refuse a booking or to exclude from participation during a retreat because of for example misconduct or other negative behaviors that affect the travel pleasure of others disadvantage participants, staff or supervisors.

#### *4. Force majeure and changes*

4.1 Force majeure means abnormal and unforeseeable circumstances that be independent of the will of the one who invokes it and whose consequences despite all precautions could not be avoided, such as is referred to in Article 7: 504 third paragraph sub b of the Dutch Civil Code. Under force majeure is understood to include: strikes, fire, bad weather conditions, natural disasters, war, threat of war, mobilization, epidemics and pandemics, riots, uprisings, floods, bankruptcy of cooperating parties, strike of aviation or airport personnel or of personnel of the accommodation or of involved carriers, or other service providers, or as transport for example by closure of a port or is impossible due to weather conditions, or due to others transport obstructions, volcanic eruptions, ash clouds, stagnation in delivery by public utility companies, government measures, non-delivery of necessary raw materials and fuels by third parties and other comparable unforeseen circumstances.

4.2.1 If the retreat is moved as a result of or in connection with force majeure to another location or accommodation, participant receives from Land or Deveza replacement travel documents.

4.2.2 In case of negative travel advice to Portugal (code red only), Land of Deveza two options;

Option 1: An alternative retreat date is offered

Option 2: Refund of the entire amount paid minus the down payment (this will be in charged for administration and other costs incurred)

4.2.3 Participants who decline this change proposal will accept the " *Terms and Conditions Retreats* " must be observed. These conditions, including the cancellation conditions continue to apply to the originally planned retreat data.

4.3 Local circumstances may entail that before or during a retreat adjustments to the program must be made. Changes in the program due to persistent bad weather conditions also belong to the possible adjustments. Intended adjustments in the program can be up to result that excursions, lessons, accommodations and restaurants differ from what was indicated in advance. Land of Deveza will do its utmost to take care of it for alternatives that maintain the character of the retreat as much as possible. The traveler cannot reject the change. The aforementioned changes will have no consequences for the participation costs, unless otherwise agreed, nor will the participant have a claim for compensation against Land of Deveza on those grounds.

#### *5. Liability*

5.1 Land of Deveza will do its utmost to take care of a good and orderly conduct of the retreats and the provision of correct information.

5.2 Participation in a retreat is entirely at your own risk. Land of Deveza is not liable for injury and / or damage of any kind thoughts as a result of the stay and / or the activities of the participant, nor for loss or damage to property.

5.3 Complaints must be made known in writing and with reasons to Land of Deveza. The complainant will receive a response within 14 days.

5.4 All claims of the participant expire one year after the end of the retreat (or, if the retreat was canceled, one year after the original date of commencement).

#### *6. Medical Disclaimers*

6.1 The yoga activities that Land of Deveza offers are referred to as leisure activities and not as a substitute for medically necessary treatments or therapy. Therefore always discuss physical and / or psychological complaints with a qualified physician.

6.2 Participants of a Land of Deveza retreat must have a good health, physical and mental, and fitness. If you, as a participant, are unsure whether a retreat is right for you, please contact us by email send. If you do not comply with this, you can exclude participation and there will be no refund of the participation costs.

6.3 Physical complaints or pregnancies should always be prior to a retreat to be reported to Land of Deveza. The teacher may be able to adjust the lesson accordingly or give person-oriented exercises.

6.4 Do not force anything and take physical complaints seriously.

6.5 You hereby declare to waive any claims against Land of Deveza for any injury and / or damage that you could incur during a retreat.

### *7. House rules*

7.1 Drug use and excessive alcohol consumption are not allowed during a retreat.

7.2 Land of Deveza is respectful to all participants and expects the participants also be respectful to each other.

7.3 Land of Deveza has chosen its locations with care to accommodate participants during a retreat to provide a safe and livable environment. Treat the location, its surroundings and any staff with care and respect. Any damage will be reported on the causer recovered.

7.4 In the event of misconduct (drug and excessive alcohol use, aggressive behavior, sexual harassment, destruction or theft) and failure to adhere to the directions of the personnel of the location or Land of Deveza will be excluded from further participation in the program.

This does not entitle the participant to a refund of participation fees.

### *8. Insurance and travel documents*

8.1 Taking out travel insurance is mandatory. Land of Deveza recommends participants urgent good travel, luggage, health, accident and cancellation insurance, especially for retreats abroad.

8.2 The Participant is responsible for ensuring that the documents required for the retreat at the destination concerned, such as valid passports and visas.

*9. Questions, complaints or comments*

9.1 In the unlikely event that the trip does not proceed in accordance with the expectations that participants may reasonably have, participant is obliged to spot there so to submit a complaint in writing to Land of Deveza as soon as possible. 9.2 If there are any questions and / or comments about this after reading these conditions these terms and conditions, you are kindly requested in writing, by telephone or through it contact form on our website.



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