

## **Terms & Conditions for Consumers of 4elements retreat**

### **Part 1: Scope and Applicable Law**

#### **1.1 Scope**

(1) The following General Terms and Conditions apply to all legal transactions concluded with consumers and business customers by:

**Cats & Roses Lda**

**Alexandra and Pedro Gonçalves**

**Rua António Franco N° 1**

**Póvoa de Penafirme**

**2560-046 A dos Cunhados**

**Portugal**

[www.4elementsretreat.com](http://www.4elementsretreat.com)

Hereinafter referred to as “we”.

Legal transactions may be concluded via messenger services, email, our website, or through third-party booking platforms.

(2) The only language available for concluding contracts is English. Translations into other languages are provided for your convenience only. In case of discrepancies, the English version shall prevail.

(3) These Terms and Conditions apply exclusively. Any conflicting or deviating terms and conditions you may use will not be accepted unless we have expressly agreed to their validity in writing or in text form.

#### **1.2 Applicable Law and Consumer Protection Regulations**

(1) The law of the Republic of Portugal shall apply, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), if:

- a) you place an order as a business customer,
- b) your habitual residence is in a Member State of the European Union, or
- c) your habitual residence is in a country that is not a Member State of the European Union.

(2) If you are a consumer within the meaning of applicable European consumer protection law and your habitual residence is in a Member State of the European Union, Portuguese law shall also apply. Mandatory consumer protection provisions of the country in which you have your habitual residence shall remain unaffected.

(3) A consumer, within the meaning of these Terms, is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, or profession. A business customer is any natural or legal person, or a partnership with legal capacity, who enters into a legal transaction in the exercise of their trade, business, or profession.

(4) The version of these Terms and Conditions valid at the time of booking or order shall apply.

(5) The prices valid at the time of booking or order shall apply.

(6) Any advertised discounts or promotional offers are limited in time or quantity. There is no entitlement to such offers unless expressly stated.

## **Part 2: Conclusion of Contract, Payment Terms, Contract Duration, and Right of Withdrawal**

### **2 Subject of the Agreement**

(1) The subject matter of the contract may include (but is not limited to) the following services:

- Retreats
- One-on-one coaching sessions
- Digital products

(2) All offers presented online are non-binding and do not constitute a legally binding offer to enter into a contract.

### **3 Prices, Payment Terms, and Due Dates**

(1) Retreat prices are gross prices and include the applicable statutory VAT (as displayed for Portugal).

(2) For digital products, VAT is calculated based on the country of residence you provide during checkout, in accordance with EU VAT regulations for electronically supplied services. The prices displayed on our website for digital products are net prices and may increase depending on the applicable VAT rate in your country. The final total, including VAT, will be shown before you complete your purchase.

(3) An invoice will generally be sent to you via email as a PDF document after booking and payment.

(4) Access to the respective service is conditional upon prior receipt of payment. Once your payment or deposit has been received, you are entitled to the corresponding service.

(5) You are not entitled to assert any right of retention or offset against our payment claims unless your counterclaims are undisputed or legally established.

(6) In the event of payment default or any other delay in payment, we are entitled to withhold or refuse the provision or delivery of services until all outstanding amounts have been paid. We are also entitled to suspend, postpone, or terminate services entirely, without being liable for any resulting damages. These rights are without prejudice to any other contractual or statutory rights or claims we may have.

#### **4 Formation of the Contract**

##### **4.1 For retreat bookings made via email, messenger services, or directly through our booking tool, the following applies:**

(1) The subject of the agreement is the participation in offline retreats.

(2) The offers on our website are non-binding and do not constitute a legally binding offer to conclude a contract.

(3) You can submit a binding booking request (offer to purchase) via our online booking system. To book a retreat, you will go through the following steps:

1. Under the section “Our Retreats,” you will find all currently planned retreats.
2. When you select a retreat, you can view available dates in a calendar format, along with information about remaining spaces.
3. If a spot is available, you can proceed by clicking “Next” to submit your request. A contact form will open. Please fill in all required fields marked with an asterisk (\*). For invoicing purposes, we require the following information:
  - ✓ First and last name
  - ✓ Country
  - ✓ Email address
4. By clicking “Book now,” you will proceed to an overview page where you can review your cart, remove items, change quantities, and review your order summary.
5. If you have a discount or promo code, you can apply it at this stage.
6. In the next step, on the same page, you select your preferred payment method and enter your billing details. By clicking the “Place order” button, you will be redirected to the payment provider’s secure page.
7. The available payment methods are credit card and PayPal. After completing the payment, you will receive an invoice by email along with access to the purchased product.
  - a) PayPal:  
By selecting the “PayPal” option and clicking the PayPal button, you will be

redirected to the PayPal login page. After successfully logging in, your stored PayPal billing and contact details will be displayed. Payment processing is handled by PayPal under their terms and conditions.

PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg

Terms available at:

<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>

b) Credit Card:

By selecting “Card,” you can securely enter your credit card details and finalize the order by clicking the “Place order” button. The transaction will be processed via your credit card provider.

8. Before completing your order, you will be required to tick the checkbox confirming your acceptance of these Terms and Conditions.
9. By clicking the “Place order” button, you submit a binding offer to us to conclude a service contract.

(4) Immediately after submitting the order form, you will receive a booking confirmation, which constitutes acceptance of your contractual offer. Please also check your spam folder regularly.

(5) If you contact us via email or messenger to request a spot in one of our retreats, we will send you a link to make the deposit payment. Once you make the deposit and provide your full name and email address, a non-binding offer (booking request) is created. The contract becomes legally binding when you receive our booking confirmation via email.

(6) When a guest makes a reservation on behalf of a group (e.g. for multiple guests or for a family including children), they confirm that they have the authority to enter into a binding agreement on behalf of all participants. The booking guest is responsible for ensuring that all members of the party are aware of and accept these Terms and Conditions. The guest making the booking remains fully responsible for the total cost of the services booked, including any charges or cancellation fees related to the entire group.

(7) We reserve the right to refuse bookings at our sole discretion and without obligation to state a reason. Please review your booking confirmation carefully and inform us immediately if any details or prices are incorrect.

(8) For bookings made via third-party platforms (such as BookRetreats, BookYogaRetreats, etc.), the booking process follows the steps and conditions provided by the respective platform. Payment and cancellation policies—especially regarding the deposit—are subject to the platform’s terms and conditions. If you have booked your stay through such a third party (e.g. Tripaneer/bookyogaretreats), the refund policies of

that platform apply to the deposit. Nevertheless, our own Terms and Conditions remain applicable to the remainder of your stay.

The platform's notification to us of your deposit constitutes your contractual offer. Our booking confirmation sent to you via email constitutes the acceptance of that offer.

Please note: Prices displayed on third-party platforms in currencies other than Euros are for orientation purposes only and based on the exchange rate at the time of your booking. The remaining balance due upon arrival or prior to the retreat is calculated based on the total price in Euros.

#### **4.2 For the purchase of digital products via our webshop, the following applies:**

(1) Under the "More" section of our website, you will find our current digital product offerings.

(2) You can immediately see which digital products are available and select them with a single click.

(3) When selecting a product, you will see whether it is currently available. If it is, you can click the "Buy now" button to add it to your cart.

(4) On the following page, you can review your cart, remove items, change quantities, and review your order summary.

(5) If you have a discount or promo code, you can apply it at this stage.

(6) In the next step, you select your preferred payment method and enter your billing details. By clicking the "Place order" button, you will be redirected to the payment provider's secure page.

(7) For invoicing purposes, we require the following information:

- ✓ First and last name
- ✓ Country
- ✓ Email address

(8) The available payment methods are credit card and PayPal. After completing the payment, you will receive an invoice by email along with access to the purchased product.

c) PayPal:

By selecting the "PayPal" option and clicking the PayPal button, you will be redirected to the PayPal login page. After successfully logging in, your stored PayPal billing and contact details will be displayed. Payment processing is handled by PayPal under their terms and conditions.

PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg

Terms available at:

<https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>

d) Credit Card:

By selecting “Card,” you can securely enter your credit card details and finalize the order by clicking the “Place order” button. The transaction will be processed via your credit card provider.

(9) Before completing your order, you will be required to tick the checkboxes confirming your acceptance of these Terms and Conditions, your express consent to receive immediate and full access to the digital product, and your acknowledgement that, as a result, you waive your statutory right of withdrawal. Once the purchase is complete, we will confirm the waiver of your right of withdrawal in a downloadable and storable format for your records.

(10) Offer: By clicking the “Place order” button, you are submitting a binding offer to purchase the selected digital product.

(11) Acceptance: The contract is concluded when you receive our order confirmation email.

## **5 Cancellation of Retreats by the Participant**

(1) For bookings of events with a fixed date or period, there is no statutory right of withdrawal. Each registration becomes binding upon our confirmation and obliges you to pay the full participation fee.

(2) Regardless of the binding nature of the registration, we grant you a contractual right to cancel your participation. Cancellation must be submitted in written form (e.g., by email to [ola@4elementsretreat.com](mailto:ola@4elementsretreat.com)). A processing fee of €15.00 will be charged for each cancelled room.

(3) For direct bookings made through us, the cancellation terms are as follows, depending on the date we receive your written cancellation:

a) Retreats

- Up to 30 days before the retreat begins:  
You may choose between rescheduling, a voucher, or a refund of your deposit minus the processing fee.
- From 30 days before the retreat begins:  
100% of the deposit will be retained as a cancellation fee.

b) Trainings

- Up to 90 days before the training begins:  
You may choose between rescheduling, a voucher, or a refund of your deposit minus the processing fee.
- From 90 days before the retreat begins:  
100% of the deposit will be retained as a cancellation fee due to the additional planning, preparation, and associated costs involved in the organization of training events.

(4) If you have booked for multiple participants, these cancellation terms apply individually to each person included in the booking.

(5) If you need to make changes to your booking, we will do our best to accommodate your request. Modifications to retreat dates, room type, or participant details are subject to availability and cannot be guaranteed. Please notify us as early as possible; changes are generally only possible up to 30 days before the start of a retreat and up to 90 days before the start of a training. If a change can be made, we reserve the right to charge a reasonable administrative fee.

## **6 Cancellation of Retreats or Trainings by Cats & Roses Lda**

(1) We reserve the right to cancel a retreat or training if the hosts or facilitators fall ill at short notice and no suitable replacement can be provided.

(2) In such cases, we will refund the full participation fee you have paid. However, we will not reimburse any additional costs you may have incurred (e.g., travel expenses).

(3) For bookings made via third-party platforms, refund policies of the respective provider apply. However, we will do our best to find a good solution for you in case of a cancellation on our part.

(4) If you act in breach of contract — for example, by violating these Terms & Conditions or our house rules — we reserve the right to exclude you from the retreat. In such cases, the full participation fee will be retained.

## **7 Scope of Services and Unused Services**

(1) The scope of services is determined by the details of your specific retreat booking.

(2) If you choose not to make use of individual services included in the retreat, Cats & Roses Lda reserves the right to charge the full participation fee nonetheless.

This also applies in the case of late arrival or early departure, regardless of the reason, as the retreat is offered as a package and the costs remain the same.

(3) If your retreat booking includes an airport transfer from Lisbon Airport, the specific times are mentioned in the retreat description. It is your responsibility to arrive at the designated pick-up point on time. We recommend selecting a flight that lands at least

one hour before the pick-up time. If your flight is delayed, please inform us as soon as possible. While we will do our best to accommodate all guests, we may not be able to wait in the event of significant delays. In such cases, we will assist you in finding alternative transportation to the retreat. If the airport transfer is delayed due to traffic, weather, or other unforeseen circumstances, we accept no liability but will keep you informed of our estimated arrival time.

## **8 Contract Duration and Termination**

(1) The duration of the contract depends on the retreat or digital product you have booked. In general, the contract ends automatically upon fulfillment — meaning you have paid our full fee and we have delivered the agreed-upon service.

(2) The right of either party to terminate the contract for good cause remains unaffected. We reserve the right to terminate the contract without notice in particular if:

- you are more than twice in default with payments,
- you intentionally violate provisions of these Terms & Conditions and/or commit prohibited actions, either intentionally or negligently, or

## **Part 3: Service Details and Cancellation Terms**

### **9 Duration and Location of Retreats or Trainings**

(1) The duration of the retreat or training depends on the specific program booked.

(2) All offline retreats and trainings take place at our retreat center in Portugal.

## **Part 4: Rights and Obligations of the Participant**

### **10 General Participation Conditions for Our Retreats**

(1) During the retreat, the facilitators and retreat leaders are authorized to give instructions to participants within the framework and duration of the event.

(2) Participation in our retreats involves physical activity and requires a normal level of physical and psychological resilience. By accepting these Terms & Conditions, you acknowledge that you are participating at your own risk.

(3) If you experience physical discomfort, symptoms, or uncertainty regarding your health, please consult your doctor before participating. Discuss whether your participation is advisable. If your doctor advises against participation, inform us immediately.

(4) Retreats and trainings are not a substitute for psychotherapy or any form of medical treatment. They are not suitable for individuals with mental or physical conditions



requiring professional or clinical care. If you have a medical condition, we urge you to seek appropriate professional help before attending. We do not make any healing claims or guarantees and assume no liability for consequences arising from the disregard of this notice.

(5) To help prevent injury, Cats & Roses Lda. will fulfill its duty of care to the best of its knowledge and ability. However, each participant is personally responsible for assessing their own limits and participating mindfully.

(6) We recommend that all participants undergo a medical check-up prior to the retreat to confirm their ability to participate in physical activities such as yoga or other exercises.

(7) You are obliged to inform us of any pre-existing conditions or health concerns before the start of the retreat or training. If significant health issues are evident, we reserve the right to exclude the affected participant from the event.

(8) Cats & Roses Lda. accepts no responsibility for valuables brought to the retreat.

(9) It is the responsibility of the Guest to have adequate travel and health insurance in place to cover unexpected events such as illness, accident, loss of personal belongings, or cancellation of the retreat.

(9) In the event of any service disruptions, you are required under applicable law to cooperate in resolving issues and to avoid or minimize damage. We ask you to report any complaints or problems to the retreat facilitators immediately. If you fail to report an issue that you were aware of, you forfeit the right to request a reduction in the participation fee.

(10) Outdoor activities always carry a residual risk. You are insured against accidents and rescue operations only through your own personal accident insurance.

## **11 Usage Rights of Digital Content and Materials from the Training or Retreat Program**

(1) Audio/video files, PDF documents, and other materials may be accessed and used by you exclusively for your own personal use. Downloading and printing of these materials are permitted solely within this scope. You may have printouts made with the help of third parties (e.g., a copy shop) for personal use. All further rights of use remain with us. This means that templates, materials, and the knowledge conveyed may not be shared with third parties—whether free of charge or for payment. These materials are not intended for professional consulting purposes.

(2) In particular, making copies of files or printed materials for third parties, forwarding or sharing files and documents with others, or using the content for any purpose other

than your personal learning requires our prior explicit written consent, both during and after the conclusion of the program.

(3) The trademarks, logos, and content provided - such as the cookbook, audios, videos, and other program materials - are protected under copyright law. You are obliged to use the documents and files made available to you only within the expressly permitted scope outlined here or as otherwise legally permitted without our consent. You must not enable unauthorized use by third parties. This obligation continues to apply after the end, revocation, or cancellation of your participation.

(4) Any usage that is expressly permitted by applicable legal provisions remains unaffected by the requirement for prior consent.

## **12 Collection, Storage, and Processing of Your Personal Data**

(1) To process and fulfil a booking or purchase, we require the following information from you:

- ✓ First and last name
- ✓ Country
- ✓ Email address

The specific data required may vary depending on the product and is indicated by mandatory fields during the booking process.

(2) If you are a business customer and require an invoice that includes your VAT ID, please send us the relevant details as soon as possible—preferably before completing your booking—via email to [ola@4elementsretreat.com](mailto:ola@4elementsretreat.com).

(3) If any of your personal information changes—especially your email address—please notify us promptly by email at [ola@4elementsretreat.com](mailto:ola@4elementsretreat.com).

## **13 Responsibility for Providing Suitable IT Infrastructure and Software**

You are solely responsible for ensuring that you have access to the internet (including hardware, telecommunications services, etc.) and for setting up any other technical systems and software necessary to access our online offerings. This includes, but is not limited to, using an up-to-date web browser, a PDF reader such as Acrobat Reader®, and a media player. All costs and risks related to the provision and maintenance of such infrastructure are your responsibility.

## **14 Liability for Content**

(1) Within our retreats and digital products, we may present templates, options for action, and general recommendations. However, the responsibility for implementation and decision-making lies solely with you.

(2) The files and documents we provide are templates and general guidelines and must be adapted to your individual needs. We do not assume any liability for the completeness or up-to-dateness of these templates.

(3) We reserve the right to update, optimize, or adapt our content at any time.

## **15 Limitation of Liability**

(1) Our trainers and facilitators are not licensed to make medical diagnoses or provide medical advice unless they are legally qualified health professionals (e.g., certified medical doctors or licensed alternative practitioners).

(2) We are liable for intent and gross negligence. We are also liable for negligent breaches of essential contractual obligations—obligations that are necessary to carry out the contract properly and on which you may regularly rely. In such cases, our liability is limited to the foreseeable and typical damage.

(3) We are not liable for the slightly negligent breach of duties other than those stated above. These exclusions do not apply in cases of injury to life, body, or health. Liability under the Product Liability Act remains unaffected.

(4) Transportation to and from the retreat, including airport transfers and other organized trips, is used at your own risk. We are not liable for accidents, injuries, or delays associated with these services.

(5) Surf lessons offered during the retreat are provided by a third-party partner. We and our partner cannot be held liable for poor weather, unsuitable surf conditions, or any other natural circumstances beyond our control.

(6) We cannot be held responsible for missed portions of the retreat due to changes or delays in your flight or travel schedule. Your booking is valid for the stated retreat period only. No refund will be given for unused parts of the retreat due to late arrival or early departure.

(7) Outdoor activities may be affected by weather or other circumstances beyond our control. We will do our best to offer alternatives, but if no substitute activity can be provided, we will refund €10 for a cancelled yoga class or walk and €20 for a cancelled excursion or tour.

(8) While we aim to maintain stable online access for digital products, we cannot guarantee uninterrupted availability of digital services. You acknowledge that data transmission over the internet may be subject to technical disruptions beyond our control.

(9) All limitations of liability outlined above also apply to our legal representatives, employees, contractors, and assistants.

## **16 Force Majeure**

(1) Force majeure refers to any external event with no operational connection, which could not have been prevented even with the utmost and reasonably expected care. Such events include, but are not limited to natural disasters (floods, earthquakes, storms, hurricanes, fire), political events (wars, civil wars), and other incidents such as epidemics, pandemics, diseases, or official quarantine orders issued by authorities, countries, or states. Similar events comparable in nature to those listed above shall also be considered force majeure.

(2) The party who first becomes aware of such an event must inform the other party without undue delay.

(3) In the event of a force majeure as defined in paragraph 1, both parties agree that contractual obligations will be suspended for the duration of the disruption. This means that both parties are temporarily released from their obligations. Any fees already paid for retreats or trainings shall remain with us. Payments still due for services already rendered must still be paid by you. For services not yet provided, payment obligations are paused for the duration of the suspension.

Once the unforeseeable event has ended, the contract shall resume. Each party shall bear any further damages or losses incurred as a result of the force majeure independently.

(4) If the force majeure event continues for more than 12 months, either party has the right to terminate the contract with 3 weeks' notice to the end of the month, in written form (e.g. by email). Services already rendered by us must still be paid by you. Any prepaid fees will be refunded by us. However, if you made a payment specifically to secure a guaranteed spot in one of our events or courses, that portion of the fee is non-refundable, as the service of securing your spot was rendered regardless of whether the event or course takes place. Any additional ticket fees, course fees, or event costs will of course be refunded. Each party bears responsibility for any further costs incurred (e.g. hotel bookings, flight tickets, etc.).

(5) If the force majeure event persists for more than 18 months, the contract will be automatically dissolved. We will issue a final statement listing all services rendered and all payments made. If you still owe payment for services already provided, it must be paid within 14 days of receiving the final invoice. If there is a credit in your favour, it will be refunded within 14 days of the final invoice being sent. The final invoice may be sent as a PDF attachment via email. Any further claims resulting from the force majeure event are excluded. Each party bears their own losses and damages.

## **Part 6: Final Provisions and Jurisdiction**

### **17 Changes to these Terms & Conditions**

These Terms & Conditions may be amended if there is a legitimate reason for doing so. Such reasons may include, for example, changes in legislation, adjustments to our offerings, new legal precedents, or significant changes in economic circumstances. In the case of substantial changes that directly affect you, we will inform you in good time about the planned amendments. You then have a 14-day right of objection. If no objection is made within this period, the amended Terms & Conditions shall become an effective part of the contract.

## **18 Final Provisions**

(1) These Terms & Conditions constitute the entire agreement between the parties. Amendments or additions should be made in writing to avoid misunderstandings or disputes regarding the content of the agreement. An email (in text form) is sufficient.

(2) If you are a business client or a consumer residing outside the European Union, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Cats & Roses Lda in Torres Vedras, Portugal.

For consumers residing within the EU, the mandatory jurisdiction rules of their country of residence shall apply where required by law.

(3) Should any provision of this agreement be or become invalid, the remainder of the contract shall remain unaffected. The agreed scope of services under that clause shall be adjusted to the legally permissible extent.

Version 2

December 2025