

# Full Booking Conditions (Terms & Conditions) for Live Mindfully Retreats

**Last Updated:** June 1, 2025

## 1. Introduction

These Booking Conditions (hereinafter, "Conditions") govern the relationship between **Ellen van Iersel**, *Autónomo* with NIF **Y6302461S**, registered address at Partida Faraquat Poligono 15 Parcela 21 46810 Enguera, Valencia, Spain (hereinafter, "Live Mindfully Retreats," "we," "us," or "our") and any person or entity making a booking for our retreats (hereinafter, "Participant" or "you").

By booking a retreat with Live Mindfully Retreats, you acknowledge that you have read, understood, and agree to be bound by these Conditions. Please read them carefully before making a booking.

## 2. Retreat Description and Scope of Services

2.1. Live Mindfully Retreats offers immersive wellbeing retreats focused on mindfulness and meditation. The specific details, including dates, duration, location, schedule, activities, facilitators, and what is included and excluded from the retreat fee, will be clearly outlined on the specific retreat page on our website (**Livemindfully.nl**).

2.2. Unless otherwise specified, the retreat fee typically includes: full retreat program, accommodation, meals, pick-up and drop-off from train station in Xativa.

2.3. The retreat fee **does not** include: travel expenses to and from the retreat location or pick up point, travel insurance, health insurance, personal expenses, excursions not explicitly listed, massages or individual therapies.

## 3. Booking Process and Payment

3.1. To book a retreat, you must complete the booking form on our website and make the deposit payment as indicated.

3.2. All prices are stated in Euros (€) and include all applicable Spanish taxes

3.3. Payment can be made via bank transfer, credit card (via Stripe). We use secure payment gateways for all online transactions.

3.4. Your booking is confirmed only upon receipt of the deposit. If payment is not received within hours of booking, your reservation may be cancelled.

## 4. Participant Responsibilities and Wellbeing

4.1. **Your Responsibility:** Attending a retreat organized by Live Mindfully Retreats is always fully under your own responsibility. You are at all times responsible for your own wellbeing, health, and safety during the retreat.

4.2. **Health Declaration:** By booking, you confirm that you are in good physical and mental health to participate in the retreat activities. If you have any pre-existing medical conditions, allergies, injuries, or are taking any medication, you **must** inform Live Mindfully Retreats in advance by email to [info@livemindfully.nl](mailto:info@livemindfully.nl). We reserve the right to decline participation if we believe it may pose a risk to your health or the safety of others.

4.3. **Silence and Healing Process:** Being in silence has a strong healing power. Part of the process may involve becoming aware of challenging emotions often related to past experiences or (mental) behavior patterns. Learning how to allow them to come and go as they do is one of the great benefits of a silent meditation retreat. Ellen is always available for a short one-to-one talk to give you the needed support. However, Live Mindfully Retreats is not a substitute for professional medical or psychological treatment.

4.4. **Insurance:** It is a mandatory requirement for all Participants to have valid personal travel and health insurance that covers medical assistance in Spain, including emergency medical treatment, hospitalization, and repatriation, for the entire duration of the retreat. You must bring proof of your insurance coverage with you to the retreat. Live Mindfully Retreats is not liable for any medical expenses incurred by the Participant.

4.5. **Code of Conduct:** Participants are expected to behave respectfully towards other participants, staff, and the retreat premises. Disruptive or inappropriate behavior may result in expulsion from the retreat without refund.

## 5. Cancellation and Refund Policy (by Participant)

5.1. All cancellations must be notified in writing to Live Mindfully Retreats at [info@livemindfully.nl](mailto:info@livemindfully.nl). The date of cancellation will be the date we receive your written notification.

5.2. Our cancellation policy is as follows:

- **30 days or more prior to retreat start date:** 100% refund of the retreat fee. Alternatively, you may opt to transfer your booking to another available retreat date (subject to availability and any price difference) or transfer your booking to another person (see Clause 5.3).
- **15 to 29 days prior to retreat start date:** 50% refund of the retreat fee. Alternatively, you may opt to transfer your booking to another available retreat date (subject to availability and any price difference) or transfer your booking to another person (see Clause 5.3).
- **8 to 14 days prior to retreat start date:** 25% refund of the retreat fee. Alternatively, you may opt to transfer your booking to another available retreat date (subject to availability and any price difference) or transfer your booking to another person (see Clause 5.3).

- **0 to 7 days prior to retreat start date:** No refund will be issued. However, you may transfer your booking to another person (see Clause 5.3).

**5.3. Transfer of Booking:** If you are unable to attend, you may transfer your booking to another suitable person, provided you notify Live Mindfully Retreats in writing at least 2 days before the retreat start date and provide all necessary details of the new participant. The new participant must also agree to these Booking Conditions.

## **6. Cancellation or Changes by Live Mindfully Retreats**

6.1. Live Mindfully Retreats reserves the right to cancel or postpone a retreat due to unforeseen circumstances beyond our control (e.g., natural disasters, political instability, insufficient participant numbers, illness of the facilitator, etc. - *Force Majeure*).

6.2. In the unlikely event that Live Mindfully Retreats cancels a retreat, you will be offered either:

- A full refund of all payments made to Live Mindfully Retreats.
- The option to transfer your booking to an alternative retreat date.

6.3. Live Mindfully Retreats will not be responsible for any additional costs incurred by the Participant as a result of a cancellation by us, including but not limited to travel costs, accommodation costs, or other incidental expenses.

6.4. Live Mindfully Retreats reserves the right to make minor changes to the retreat schedule, activities, or facilitators if necessary. We will endeavor to notify participants of any significant changes as soon as reasonably possible.

## **7. Limitation of Liability and Disclaimer**

7.1. Live Mindfully Retreats shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your participation in our retreats, including but not limited to loss of property, injury, illness, or death, except where such liability cannot be excluded by Spanish law (e.g., due to our gross negligence or willful misconduct).

7.2. Live Mindfully Retreats is not liable for any accidents, injuries, or illnesses that may occur during the retreat. You acknowledge and accept the inherent risks associated with participating in such activities.

7.3. Live Mindfully Retreats is not responsible for the loss, theft, or damage of personal belongings.

## **8. Complaints and Dispute Resolution**

8.1. If you have any complaint or issue during the retreat, please inform Ellen immediately so that we can attempt to resolve it promptly.

8.2. For any complaints after the retreat, please submit them in writing to **info@livemindfully.nl** within 14 days of the retreat end date.

8.3. These Conditions shall be governed by and construed in accordance with the laws of Spain.

8.4. Any dispute arising out of or in connection with these Conditions or your participation in our retreats shall be subject to the exclusive jurisdiction of the courts of [Your Province/City in Spain, e.g., Málaga] (Spain).

## 9. Data Protection

9.1. Live Mindfully Retreats is committed to protecting your personal data. Our Privacy Policy, available on our website at [Livemindfully.nl/privacy-policy](https://livemindfully.nl/privacy-policy), explains how we collect, use, store, and protect your personal data in accordance with the General Data Protection Regulation (GDPR) and Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

## 10. General Provisions

10.1. **Severability:** If any provision of these Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.2. **Entire Agreement:** These Conditions, together with our Privacy Policy, constitute the entire agreement between you and Live Mindfully Retreats regarding your booking and participation in our retreats.

10.3. **Updates:** Live Mindfully Retreats reserves the right to update or modify these Conditions at any time. The most current version will always be posted on our website. It is your responsibility to review them periodically.

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## Full Disclaimer for Live Mindfully Retreats

**Last Updated:** June 1, 2025

This Disclaimer governs your use of the website **Livemindfully.nl** (hereinafter, the "Website") operated by **Ellen van Iersel**, *Autónomo* with NIF **Y6302461S**, registered address at Partida Faraquat Poligono 15 Parcela 21 46810 Enguera, Valencia, Spain (hereinafter, "Live Mindfully Retreats," "we," "us," or "our").

### 1. No Professional Advice

The content provided on this Website, including but not limited to information regarding mindfulness, meditation, wellbeing, and retreat activities, is for general informational and

educational purposes only. It is not intended to be, and should not be taken as, professional medical, psychological, therapeutic, financial, or legal advice.

Live Mindfully Retreats does not provide medical or psychological diagnosis, treatment, or therapy. The information and activities offered on this Website or during our retreats are not a substitute for professional medical or psychological consultation, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition or mental health concerns.

## **2. Personal Responsibility**

Your use of the information on this Website and your participation in any retreat or activity organized by Live Mindfully Retreats is solely at your own risk. You acknowledge and agree that you are solely responsible for any decisions you make based on the information provided herein or as a result of participating in our retreats.

## **3. Accuracy of Information**

While we strive to ensure that the information on this Website is accurate and up-to-date, Live Mindfully Retreats makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the Website or the information, products, services, or related graphics contained on the Website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

## **4. External Links**

This Website may contain links to external websites that are not provided or maintained by or in any way affiliated with Live Mindfully Retreats. Please note that Live Mindfully Retreats does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites. We are not responsible for the content or privacy practices of any third-party websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

## **5. Limitation of Liability**

To the fullest extent permitted by Spanish law, Live Mindfully Retreats shall not be liable for any loss or damage arising out of or in connection with the use of this Website or participation in our retreats, including but not limited to, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Website.

## **6. Intellectual Property**

All content on this Website, including text, graphics, logos, images, audio clips, video clips, and software, is the property of Live Mindfully Retreats or its content suppliers and is protected by

Spanish and international copyright laws. Unauthorized reproduction, distribution, or transmission of any content from this Website is strictly prohibited.

## **7. Changes to the Disclaimer**

Live Mindfully Retreats reserves the right to modify or update this Disclaimer at any time without prior notice. The most current version will always be posted on this page. Your continued use of the Website after any such changes constitutes your acceptance of the new Disclaimer.

## **8. Governing Law and Jurisdiction**

This Disclaimer shall be governed by and construed in accordance with the laws of Spain. Any dispute arising out of or in connection with this Disclaimer shall be subject to the exclusive jurisdiction of the courts of [Your Province/City in Spain, e.g., Málaga] (Spain).

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