

RÜTZU'S GENERAL RETREATS SALES CONDITIONS

In force since: [06 April 21]

1. SUBJECT

1.1. These general terms and conditions of sales (hereinafter referred to as the "**GTC**") apply to all booking's reservations (hereinafter the "**Travel Agreement**") made with **RÜTZU** Ltd, (hereinafter "**RÜTZU**") whose registered office is located at 18, rue de la Plaine 1390 Archennes, Belgium, registered with the Banque Carrefour des Entreprises under the number ECB: 0767.675.222, in particular through the website www.rutzu.com (hereinafter, the "**Site**")

1.2. The GTC are attached to the offer at the time of booking and are available online on the Site. They may also be communicated to you on request at the following address info@rutzu.com.

1.3. The contractual relationship between **RÜTZU** and the Traveler is governed by these GTC, with the confirmation of the retreat, which includes the essential characteristics of the retreat, the general terms and conditions of use (hereinafter, the "**GTC**"), the privacy charter (hereinafter, the "**Charter**") and the policy relating to cookies (hereinafter, the "**Cookie Policy**") available on the Website, to the exclusion of any general terms and conditions of the Traveler.

1.4 In the event of any discrepancies between the language versions of these general terms and conditions of use, the GTC, the Charter and the Cookie Policy, the French language version will prevail.

CHARACTERISTICS OF THE RETREATS

2.1. The combination of retreat activities offered to you (hereinafter, the "**retreat(s)**") constitute travel services within the meaning of Directive (EU) 2015/2302, transposed by the law of 21 November 2017 on the sale of package travel, related travel services and travel services (hereinafter the 'Act'). A package tour shall be deemed to exist when the conditions set out in the Act are fulfilled. All Stays and their descriptions are available on the Site.

2.2. The Travelers are aware that transport to the retreat is never organized by RÜTZU but independently by the Traveler.

2.3. The descriptions of the retreats, the content of the Website and these GTCs are intended to inform the Traveler prior to booking a retreat, of the content of the services offered by RÜTZU relating to the retreat (in particular accommodation, leisure and sports activities), the conditions for cancellation and modification of the retreat.

2.4. RÜTZU reserves the right to make changes to the information contained in the descriptions of the Stays (prices, content of transport and stay services, accommodation conditions, promotional offers and à la carte or extra activities) that are not considered to be the main characteristics of the travel service.

2.5. RÜTZU will provide the Traveler with the standard information required by law (and listed in Appendix 1) and the following information, if applicable, before he books a retreat (and listed in Appendix 1) as well as the following information, if applicable, through the descriptions of the Stays on the Website:

- The main characteristics of the retreat(s);
- The destination, itinerary and periods of the retreat(s);
- The main characteristics of the accommodation and the number of nights included;
- The places, dates and times of departure and return;
- When the exact time is not yet fixed, **RÜTZU** informs the traveler of the approximate time of departure and/or return;
- Meals provided if applicable;
- Excursions included in the Tour(s);
- The total price foreseen for the retreat(s) and its terms and conditions, and if applicable, the additional costs which will be borne by the Traveler;
- If the retreat(s) is/are adapted for persons with reduced mobility;
- The minimum or maximum number of Travelers per retreat(s);
- That the Traveler may cancel the booking of the retreat(s) upon payment of a cancellation fee;
- Information about compulsory or optional insurance covering the costs of cancellation of the contract by the Traveler or the cost of assistance, including repatriation in case of accident, illness or death;
- General information about passport and visa requirements, including the approximate time it will take to obtain visas, and information on health formalities in the country of destination.

2.6. The reservation of the retreat(s) is made in particular by means of the reservation system described below (see article 3).

3. RESERVATION PROCEDURE

3.1. The Website offers the possibility of booking one or more retreats. In order to book, the Traveler must follow the procedure for reserving a retreat(s) as set out on the Website, which is as follows:

- Transmission via the contact form of the website of the Traveler's choice of retreat(s) and identification and communication of the Traveler's personal contact details (title, surname, first name, postal address, email);
- Reading and approval of the GTC;
- Conclusion of the contract by paying a deposit to the bank account of **RÜTZU:**
o BE58 0689 4117 6879
Upon receipt of the proof of payment of the deposit, the Traveler will receive a confirmation of the booking by email.

3.2. Retreats are available as long as they are visible on the Website and within the limit of available places. In the event that a retreat is not available after booking, **RÜTZU** will inform the Traveler by email. The reservation will then be automatically cancelled and the Traveler will be fully refunded.

3.3. A booking will only be considered after the payment has been accepted by **RÜTZU's** bank. In the absence of payment within thirty (30) calendar days following the booking, **RÜTZU** reserves the right to cancel the reservation.

However, as places are limited for each retreat, **RÜTZU** will confirm the retreats in the order in which payments are received. Once the number of places has been reached, the retreat will be considered full.

3.4. The reservation of the retreat(s) is reserved for legal entities and natural persons of legal age. Any reservation that does not respect these conditions may be cancelled by **RÜTZU**.

4. PRICES AND PAYMENT TERMS

4.1. The prices indicated are expressed in euros (EUR) and are inclusive of all taxes (TTC) and exclusive of charges [FEES]. The contribution to the [COSTS] may vary according to the number of retreats booked.

4.2. Payment of the retreat is made as follows:

Payment of a deposit of 500 € to the bank account of **RÜTZU BE58 0689 4117 6879**

- after acceptance of the GTC and conclusion of the Contract;
- Payment of the balance of the total price of the retreat(s) at the latest 60 days before the start of the retreat(s).

4.3. Non-payment of the price of the retreat on the due date will entitle **RÜTZU** to consider the retreat as cancelled by the Traveler on the day of departure. **RÜTZU** will be entitled to charge the Traveler the full amount of the cancellation fee normally due on that date.

4.4. **RÜTZU** reserves the right to change its prices (up to 20 days before the start of the retreat) in case of specific costs, which will be made known to the Traveler (e.g. fuel prices or applicable taxes). Elements that may lead to an increase in the price to be paid by the the Traveler may, under the same conditions, lead to a reduction in the price for the benefit of the Traveler in accordance with Article 22 of the Law.

5. RIGHT OF WITHDRAWAL

OF RÜTZU

5.1. **RÜTZU** may cancel the booking if the number of Travelers who have booked the same retreat is less than the minimum number indicated in the description of the retreat. To do so, **RÜTZU** undertakes to inform the Traveler at the latest:

- a) 20 days before the start of the retreat in the case of a retreat lasting more than 6 days;
- b) 7 days before the start of the retreat in the case of a retreat lasting between 2 and 6 days;
- c) 48 hours before the start of the Stay in the case of a Stay lasting no more than 2 days.

5.2. If **RÜTZU** is prevented from fulfilling its obligations due to exceptional and unavoidable circumstances, **RÜTZU** will notify the Traveler of this before the start of the retreat.

5.3. In the event of a termination pursuant to Article 5.1 or 5.2 above, **RÜTZU** will reimburse the Traveler payments made by the Traveler, without additional compensation.

OF THE TRAVELER

5.4. The Traveler can cancel his booking at any time before the start of the retreat.

In this case, he may be charged cancellation costs as follows:

- a) If the retreat is cancelled more than 60 days before the start of the retreat: a deposit of €500 as well as administrative costs of 25€;

b) If the retreat is cancelled between 60 and 30 days before the start of the retreat: 50% of the total price of the retreat as well as a handling fee of €25;

c) If the retreat is cancelled less than 30 days before the start of the retreat or in the event of the Traveler not attending the retreat: 100% of the total price of the retreat as well as administration costs of up to 25€.

5.5. In the event of exceptional and unavoidable circumstances at the location of the retreat, the Traveler may terminate his retreat without payment of cancellation costs. In this case, the Traveler is also entitled to a full refund of payments made up to the occurrence of the circumstances, without additional compensation.

5.6. If the retreat is severely disrupted by the non-compliance of the activities included in the retreat and RÜTZU does not remedy this within a reasonable period of time, the Traveler is entitled to terminate the retreat free of charge. The Traveler is also entitled to claim compensation for the damage suffered as a result of the cancellation of the retreat.

6. NON-COMPLIANCE OF THE STAY AND LIABILITY

OF RÜTZU

6.1. The Traveler must inform **RÜTZU** during the retreat, and without undue delay, of any non-conformity which is discovered during the retreat.

6.2. **RÜTZU** is responsible for the execution of the activities included in the retreat(s), regardless of whether these activities are to be carried out by **RÜTZU** or by other providers of the activities of the retreat(s).

6.3. The Traveler can, during the retreat, contact the representative of **RÜTZU** using the following contact details for any complaint related to a non-conformity:

Name and surname: Valérie Lardinois

Address: 11, Carretera Es Capdella - 07195 Galilea/Puigpunyent - Islas Baleares/ España

Telephone number: +34 689 501 811

E-mail address: plaintes@rutzu.com

6.4. The Traveler is entitled to compensation from **RÜTZU** for any damage suffered as a result of the non-conformity of the services provided within the framework of the retreat.

6.5. RÜTZU cannot be held liable for the non-conformity of the retreat(s), if this is due to the Traveler, a third party outside of RÜTZU, or third party not involved in the provision of the travel activities included in the retreat(s) and is of an unforeseeable or unavoidable nature, or due to exceptional and unavoidable circumstances.

6.6. Finally, **RÜTZU** limits its liability to three times the price of the retreat selected by the Traveler, except in the case of intentional or negligent damage or in the case of personal injury.

6.7. The Traveler will also have had the opportunity to read Appendix 1, which contains important information for the attention of the Traveler in accordance with the Law, in particular with regard to the **RÜTZU's** liability and obligations.

OF THE TRAVELER

6.8. The Traveler is liable for the damage caused to **RÜTZU**, its employees and/or representatives, due to his fault or as a result of the non-fulfilment of his contractual obligations.

7. RÜTZU'S DUTY OF CARE

7.1. RÜTZU provides the Traveler with appropriate assistance when he is in difficulty, by means of useful information on local health services, local authorities and/or consulates, or by helping the Traveler to communicate at a distance.

7.2. In particular, the Traveler can, during the retreat, contact the **RÜTZU** representative using the following contact details for any request for assistance or help:

Name and surname: Valérie Lardinois

Address: 11, Carretera Es Capdella - 07195 Galilea/Puigpunyent - Islas Baleares/ España

Telephone number: +34 689 501 811

E-mail address: assistance@rutzu.com

7.3. RÜTZU may charge for this assistance if the Traveler has caused the difficulties requiring such assistance through his/her fault or negligence, difficulties requiring such assistance.

7.4. The Traveler has also been able to take note of Appendix 1, which contains important information for the attention of the Traveler, in accordance with the Law, relating in particular to **RÜTZU's** obligation to provide assistance and help.

8. SPECIAL PROVISION

8.1. The Travelers agree to participate in the courses, sports activities and various workshops with full knowledge of the facts and in particular of:

- The risks inherent in the sports and/or recreational activities;
- The role that the physical condition of the Traveler and/or his mastery of a certain activity can play, and the impact that this can have on any risk incurred.

They are required to use their best judgement as to which movements, positions and exercises are appropriate for their level of training, general physical condition, experience and mental stability.

9. FORCE MAJEURE

9.1. Any event beyond the control of the parties, which may be foreseeable but unforeseen, which makes the performance by a party of one or more of its obligations either impossible or substantially more difficult (such as war, riot, revolution, insurrection, strike or lockout within the company, fire, flood, earthquake, storm, failure of telecommunications systems, power failure, pandemic, etc.), is to be considered as force majeure and is to be qualified as an exceptional and unavoidable circumstance within the meaning of Article 50.

9.2. The party invoking force majeure shall notify the other party as soon as possible of the occurrence of the event.

9.3. The obligations that are affected by the force majeure event, as well as any mutual obligations of the other party are suspended for the duration of the force majeure event.

9.4. If the force majeure event lasts for more than three (3) months, either party has the right to terminate these GTC with immediate effect and without compensation by means of a notification by registered letter addressed to the other party.

10. SPECIFIC MEASURES RELATED TO COVID

10.1. RÜTZU shall be entitled to avail itself of any existing or future regulations and/or recommendations existing or future, depending on a health crisis, and in particular COVID-19, including, concerning the validity of vouchers in the event of cancellation of the retreat(s).

11. COMPLAINTS AND CLAIMS BY THE TRAVELER

11.1. Without prejudice to the right of cancellation as per Article 5, any complaint or claim of the Traveler prior to departure must be communicated to **RÜTZU** in writing as soon as possible after knowledge of the fact that gives rise to the complaint to **RÜTZU**.

11.2. Complaints that arise during a retreat must also be submitted directly on site, so that **RÜTZU** can find a solution as soon as possible.

11.3. Complaints that have not been satisfactorily resolved during the retreat must be submitted by the Traveler as soon as possible.

11.4. Any complaint or claim must be made by the Traveler as follows

By email: plaintes@rutzu.com

By registered mail with acknowledgement of receipt: SRL RÜTZU, 18, rue de la plaine 1390 Archennes, Belgium.

12. VALIDITY OF CONTRACTUAL CLAUSES

12.1. The failure of **RÜTZU** to invoke a provision of these GTC at a given time shall not be interpreted as a waiver of its rights at a later date, shall not be construed as a waiver of the right to assert its rights under this provision at a later right under this provision.

12.2. The invalidity, lapse or unenforceability of all or part of any of the foregoing or following provisions shall not or part of one of the preceding or following provisions shall not invalidate the whole of these GTC. The provision invalid, void or unenforceable shall be deemed not to have been written. **RÜTZU** undertakes to replace this provision with another provision that pursues, as far as possible, the same objective.

13. APPLICABLE LAW AND JURISDICTION

13.1. The validity, interpretation and/or execution of the GTC are subject to Belgian law, to the fullest extent permitted by to the extent permitted by the applicable rules of private international law.

13.2 In the event of a dispute concerning the validity, interpretation or execution of the GTC, the Courts and Tribunals of the judicial district of Brussels shall have exclusive jurisdiction, to

the full extent permitted by the applicable rules of private international law. the applicable rules of private international law.

13.3. Before taking any steps to resolve a dispute in court, the Traveler and **RÜTZU** undertake to try to resolve the dispute amicably. To this end, they shall first contact each other, before resorting to mediation, arbitration or any other alternative method of other alternative dispute resolution method.

13.4. In accordance with the law, the Traveler is also informed that he can contact the European online dispute resolution platform:

<https://webgate.ec.europa.eu/odr/>.

Annex 1 - Important information for the Traveler

The combination of travel services offered to you is a package tour within the meaning of Directive (EU) 2015/2302, transposed by the law of 21 November 2017 on the sale of package travel, related travel services and travel services.

You will therefore benefit from all the rights granted by the European Union applicable to package travel. **RÜTZU** will be fully responsible for the proper execution of the entire package tour.

In addition, as required by law, **RÜTZU** has the protection to refund your payments and, if transport is included in the package, to transport is included in the package tour, to ensure your repatriation in the event that RÜTZU becomes insolvent.

Essential rights under Directive (EU) 2015/2302:

- Travelers shall be provided with all essential information about the package travel before the package travel contract.
- There is always at least one professional who is responsible for the proper performance of all travel services included in the contract.
- Travelers are provided with an emergency telephone number or contact details for the tour operator or travel agent.
- Travelers may transfer their package tour to another person, subject to reasonable notice and possibly subject to additional charges, provided that the session is compatible with the essential characteristics of the retreat.
- The price of the package tour may only be increased if specific costs increase (e.g. fuel prices) and if this possibility is explicitly provided for in the contract, and may not be changed in any case less than twenty days before the start of the package tour. If the price increase exceeds 8% of the package price, the traveler may withdraw from the contract. If the organizer reserves the right to increase the price, the traveler is entitled to a price reduction in the event of a reduction in the corresponding costs.
- Travelers may cancel the contract without paying cancellation fees and receive a full refund of any payments made if one of the essential elements of the package tour, other than the price, undergoes a significant change. If, before the start of the package tour, the professional responsible for the package tour cancels it, travelers may obtain a refund and compensation if applicable.

- Travelers can terminate the contract without paying a cancellation fee before the start of the package in exceptional circumstances, for example if there are serious safety problems at the destination that are likely to affect the package tour.
- In addition, travelers may, at any time before the start of the package tour, cancel the contract subject to payment of an appropriate and justifiable cancellation fee.
- If, after the start of the package tour, important elements of the package tour cannot be provided as planned, the traveler must be offered appropriate alternative services, at no extra cost. Travelers may terminate the contract without paying a termination fee if the services are not performed in accordance with the contract, if this significantly disrupts the execution of the package tour and the organizer does not remedy the problem.
- Travelers are also entitled to a price reduction and/or compensation in case of non-performance or poor performance of the travel services.
- The organizer must provide assistance if the traveler is in difficulty.
- If the organizer or retailer becomes insolvent, the amounts paid will be refunded. If the organizer or, where applicable, the retailer becomes insolvent after the start of the package tour and if transport is included in the package tour, the repatriation of the travelers is guaranteed.

RÜTZU has taken out insolvency protection with the Fonds de Garantie Voyages[®]. The travelers can contact this organization or, if necessary, the competent authority (**mail@gfg.be**, 8 Avenue de la Métrologie - 1130 Brussels (Belgium) - +32-2-240-68- 00) if they are refused services due to the insolvency of **RÜTZU**

For further information, the Traveler is invited to consult:

- Directive (EU) 2015/2302 :

<https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:32015L2302&from=EN>

- the Act of 21 November 2017 on the sale of package travel, related travel services and travel services transposing Directive (EU) 2015/2302:

http://www.ejustice.just.fgov.be/cgi_loi/loi_a1.pl?language=fr&la=F&cn=2017112104&table_na_me=loi&&caller=list&fromtab=loi&tri=dd+AS+RANK#LNK0007

