

Terms and Conditions for 5-Element Retreats

Please carefully review the following terms and conditions ("Terms") before booking and participating in our retreats or staying at YU-Resort. By booking a retreat or room and staying with us, you agree to abide by these Terms. If you do not agree with any part of these Terms, please refrain from booking and staying at our property.

1. Booking and Payment

- 1.1. Booking for the retreat is made through our website or by contacting our reservation team.
- 1.2. Payment is due 14 days after booking. Booking is only valid upon full payment of the retreat fee.
- 1.3. Payments can be made via bank transfer, credit card, or other payment methods accepted by us.

2. Included Services

Participation fees include the following services depending on the booked package:

Standard Package

5 nights in a double room at Upper Resort, full board (excluding alcoholic beverages), barbecue evening, beach party, gala dinner, high-quality working materials & workbook, participation certificate.

Premium Package

6 nights in a double room at Upper Resort, full board (excluding alcoholic beverages), barbecue evening, beach party, gala dinner, high-quality working materials & workbook, participation certificate, 90-minute 1:1 session with a trainer on the 6th day.

VIP Package

8 nights in a double room at Upper Resort, full board (excluding alcoholic beverages), barbecue evening, beach party, gala dinner, high-quality working materials & workbook, participation certificate, 2-day safari with 1 overnight stay in a lodge, accompanied by both trainers and special wildlife sessions (7th + 8th day) - a break for relaxation and leisure on the 6th day.

Please refer to our website or contact us for detailed information on what each package or room type includes.

3. Cancellation and Refund

- 3.1. Cancellations must be made in writing via email.
- 3.2. Right of withdrawal 14 days after transfer.
- 3.3. YU Resort (organizer) reserves the right to cancel or offer an alternative date in case the minimum number of participants of 6 persons is not reached, as well as in cases of force majeure or unforeseen circumstances. In the event of retreat cancellation, the participation fee will be fully refunded. Further claims for damages, especially for cancellation fees or invoices for travel expenses and lost profits, are excluded.

4. Participant Responsibility

- 4.1. Participants are responsible for their own behavior during the retreat. In case of strong drug or medication influence, the organizer reserves the right to exclude the participant.
- 4.2. We are not responsible for injuries, losses, or damages to property during the retreat.
- 4.3. Participants must disclose any existing health impairments, illnesses, or pregnancies upon registration. During the retreat, instructions will be given for the respective exercises, whether the exercise may be performed at all or only with modifications. These instructions are binding for the participants. Participation in case of serious illnesses is generally only possible with the explicit approval of the attending physician. The trainers ultimately decide on participation.
- 4.4. Participants must have sufficient travel insurance covering cancellation costs.

5. Program Changes

- 5.1. We reserve the right to make changes to the program, including schedule, activities, and accommodation, for organizational or other reasons.
- 5.2. We will make reasonable efforts to inform participants of such changes in advance.

6. Disclaimer

- 6.1. We are not liable for personal injuries, illnesses, accidents, losses, or damages of any kind occurring during the retreat.
- 6.2. Participation in the retreat is at the participant's own risk.

7. Intellectual Property

- 7.1. All intellectual property rights to materials provided during the retreat remain with us or our licensors.

7.2. Participants may only use materials for personal, non-commercial purposes and may not reproduce or distribute them without our prior consent.

8. Privacy / GDPR

8.1. We respect the privacy of our participants and will handle all personal data in accordance with the general Kenyan data protection regulations. These are based on the European General Data Protection Regulation.

8.2. Participants consent to the processing of their personal data in accordance with the above-mentioned data protection policy.

8.3. Photos and videos may be taken during the retreat, which may be used for marketing purposes by Yu-Retreats and Yu-Taekwondo and may be published on social media and/or the website.

9. Applicable Law and Jurisdiction

9.1. These Terms and Conditions are governed by Kenyan law, and any disputes relating to them are subject to the exclusive jurisdiction of the competent courts in Nairobi.

10. Others

10.1. These Terms and Conditions constitute the entire agreement between the parties regarding the retreat and supersede all prior agreements and arrangements.

10.2. Amendments or supplements to these Terms and Conditions require written form and must be signed by both parties.