

Terms and Conditions

1. Scope

These general terms and conditions (“**T&Cs**”) are an integral part of the contract (“**contract**”) between yourself (the “**customer**”) and Zurück ins Leben GmbH, Roswiesli 1, 8496 Steg, Switzerland (ZIL GmbH); customer and ZIL GmbH together: the “parties”) regarding the receipt of services in connection with the program of ZIL GmbH.

2. Conclusion of Contract

By booking the services, the customer confirms the conclusion of a contract to ZIL GmbH.

The booking takes place via:

1. email: info@zurueck-ins-leben.ch
2. online booking: via the booking system of the website www.zurueck-ins-leben.ch
3. social media: [whatsapp/telegram/signal](#)

A contract is deemed concluded as soon as ZIL GmbH has confirmed the booking to the customer via e-mail and/or [whatsapp/telegram/signal](#).

In case the customer books further services for additional persons, he or she is obligated to take responsibility for their contractual obligations.

3. Prices

For all services by ZIL GmbH, the prices and contract durations published stated on the confirmation apply. The prices are according to the confirmation issued by ZIL GmbH, excluding the current legal value added tax.

In case of changes to the exchange rates after conclusion of the contract, ZIL GmbH has the right to increase the price for the services in the amount that the change resulted in an increase in price to the provision of services for ZIL GmbH.

4. Terms of Payment

4.1 Bookings via Email or Contact Form

Upon receipt of the booking, ZIL GmbH will send a booking confirmation and or the booked service to the customer via email and/or [whatsapp/telegram/signal](#).

4.2 Online Bookings

In case of online bookings, the **total sum** is to be paid via bank transfer at the time of booking. From this point forward, the customer has a **right of cancellation as per clause 8**.

4.3 Common Determination

For all bookings, it holds true that without complete and timely payment of the contractually determined amounts, there is no entitlement to fulfill the services.

4.4 Bank details of ZIL GmbH

IBAN: CH78 0070 0114 8044 9156 0
Name of the bank: Zürcher Kantonalbank, 8494 Bauma
Name of recipient: Zurück ins Leben GmbH

5. Services

For services to be performed by ZIL GmbH, the publications of the ZIL GmbH on its website, Facebook and Instagram accounts apply exclusively.

The services by ZIL GmbH start at the confirmed date of arrival and end on the corresponding confirmed date of departure.

6. Changes of Services

ZIL GmbH can change its services for justifiable, considerable and unpredictable reasons. The customer will be informed accordingly.

ZIL GmbH has the right to make short-term changes in the services towards the negotiated content of the contract, if these become necessary after the conclusion of contract, were not foreseeable by ZIL GmbH, are not done contrary to good faith and do not reduce the level of services provided overall, e.g. if the instructor performing the meditations cannot travel to the location for organizational, technical or safety-related reasons.

7. Deficiencies in Performance

The customer is obliged to notify the staff of ZIL GmbH immediately of perceived deficiencies in performance. A solution will be sought together and any deficiencies will be remedied. ZIL GmbH refuses any claims regarding subsequent complaints in regards to deficiencies in performance.

Claims on basis of non-contractual performance of services are to be made by the customer to ZIL GmbH via email or contact form within 30 days of the contractually determined departure date. Upon expiration of the deadline, the customer can only assert claims if he or she was unable to keep the deadline through no fault of his or her own.

8. Cancellations and booking changes by the customer

The following regulations regarding cancellations and booking changes apply to bookings via email and contact form as well as online bookings.

In the event of cancellation more than 14 days before the start of the retreat, the deposit will be refunded to the participant.

In the event of cancellation within a period of 13 to 8 days before the start of the retreat, the participant remains obliged to pay 50% of the price.

In the event of cancellation within a period of 7 to 3 days before the start of the retreat, the participant remains obliged to pay 75% of the price.

In the event of cancellation within a period of 2 days before the start of the retreat, the participant remains obliged to pay the full price.

In the event of early departure or no-show without verbal or written cancellation, no fees will be refunded

The above cancellation fees do not apply in serious cases.

For the calculation of the costs for cancellations and booking changes, the date on which ZIL GmbH receives the declaration of withdrawal of the customer is decisive. The declaration is to be made in a form acceptable for the booking (above, clause 8, Conclusion of Contract).

9. Cancellation by ZIL GmbH

ZIL GmbH reserves the right to cancel the services at any time and with immediate effect, if these are considerably hampered, imperiled or impaired due to unforeseeable events such as force majeure, political unrest, strikes, official measures, unacceptable danger for the customer or for other compelling reasons.

In this case, ZIL GmbH will refund the paid amount to the customer in full but has the right to deduct verifiable rendered expenses. Further claims for compensation are ruled out.

10. Termination by the customer

Should the customer wish to terminate the contract due to non-performance of the contractual services by ZIL GmbH or for significant reasons that are recognizable to ZIL GmbH, he is obliged to set an adequate period of notice for remedy performance through ZIL GmbH.

11. Termination by ZIL GmbH

If there is urgent reason to suspect that the customer has committed criminal offences on location, he or she thereby disturbs the performance of services in a lasting way or acts in violation of the contract to such an extent that the immediate termination of the contract seems justifiable, then ZIL GmbH has the right to terminate the contract immediately and without warning. Claims for compensation by the customer are ruled out. ZIL GmbH retains the claim to the full amount.

12. Non-Take-Up of Entitlements

If the customer does not make use of individual services that are offered to him or her during the contractual duration of the performance of services, for reasons that can be attributed to him or her, then he or she has no claim towards a partial refund of the price.

13. Arrival and Departure

Arrival and departure are the responsibility of the customer and are not part of the services of ZIL GmbH.

In case of delays, ZIL GmbH assumes no liability and refuses any claims for compensations and refunds.

14. Liability of the customer

Should the customer damage houses, the garden glass house, the yurt, inventory or garden facilities in connection with receipt of services, he or she has to cover the costs for repair or cleaning or for replacement of the affected items at the judgment of ZIL GmbH.

The material provided for the retreats is to be treated carefully. In case of loss or damage through improper use, the customer is liable for the costs for repair or for the reinstatement value.

In preparation of the retreats, the customer will receive an instruction sheet with the respective points to be considered regarding nutrition, the consumption of tobacco, alcohol and substances and pharmaceuticals. Upon booking and thereby agreeing to these T&Cs, the customer confirms that he or she will abide to the instructions given on the respective instruction sheet to their best knowledge and understanding.

Tone and video recordings on cellphones and other media carriers during the retreats are prohibited for privacy reasons. Violation of the respective policy will lead to the immediate termination of the contract pursuant to clause 11 afore.

15. Rent of Material

Should the customer rent material of ZIL GmbH ("**rented material**"), he or she is liable for the occurring costs for repair or for the reinstatement value of the material in case of theft, damage or loss of the rented material (also through third persons). Whether an item is to be repaired or replaced is based on the judgment of ZIL GmbH.

In case of accidents, damage to persons or death of the customer or of third persons during the use of the rented material, ZIL GmbH does not assume liability. Insurance is responsibility of the participants.

16. Exclusion of Liability for Risks of the retreats

The retreats are for personal growth purposes and cannot be considered a replacement for physical or psychological therapy. Upon booking and thereby agreeing to these T&Cs, the customer confirms that he or she has no concerns from a medical or psychological point of view to perform the booked retreats and that this matches his or her personal physical and psychological skills. This concerns primarily heart conditions and psychological disorders.

It is imperative that the customer complies with the directions of the instructors. In case of behavior that is in disregard of the directions, i.e. especially the use of substances before, during and after the retreat, ZIL GmbH is neither liable for personal nor material damage.

17. General Exemption from Liability

Each contractual liability of ZIL GmbH for personal and material damage that is caused by the services is, as far as is legally permitted, excluded.

In particular, ZIL GmbH does not assume liability in cases where the non-performance of the contract is caused by the following reasons:

1. neglect of the customer during or prior to the trip;
2. unpreventable or unforeseeable neglects of third parties; or
3. force majeure.

18. Insurance

Insurance is the responsibility of the customer. ZIL GmbH advises to examine the insurance protection and, if necessary, to take out insurance against travel rescission costs, travel accidents and loss of baggage. Furthermore, it is advised that the customer conclude a private liability insurance for the trip and camp.

19. Data Protection

The transfer of data over the internet (e.g. communication via email) can show security holes. Complete protection of data against access through third parties is not possible.

The use of customer data by ZIL GmbH for advertising purposes (e.g. newsletter) is not excluded. The customer can object to this use at any time.

20. Limitation

Claims against ZIL GmbH, regardless for what reason, become time-barred within one year. The period of limitation starts on the day after the contractually-agreed date.

21. Abandonment or Transmission of the Legal Relationship

ZIL GmbH has the right to abandon claims and to transfer individual or all rights and obligations from the contractual relationship with the customer to third parties or to be performed by third parties.

22. Changes of the T&Cs

ZIL GmbH has the right to make changes to the T&Cs at any time and to publish the current version on the website.

Significant changes to the T&Cs will be communicated to the customer within a reasonable time period prior to their taking effect. Should the customer object before the changes take effect, ZIL GmbH is unilaterally entitled to terminate the contract.

23. Court of Jurisdiction

In the absence of contrary provision of law, the court of jurisdiction for the evaluation of possible disputes from the contract is Zurich, Switzerland.

24. Applicable Law

Exclusively Swiss law is applicable to the entire legal and contractual relationship between the parties.

25. Severability Clause

Should individual regulations of the T&Cs be totally or partly null, void or invalid, then this will not affect the applicability of the remaining regulations or part of regulations. The null, void or invalid regulations will be replaced by such that will be closed in meaning and purpose to the null, void or invalid regulations. The same applies to possible gaps in the regulation.