

# General Terms and Conditions (GTC's) for travels

Last updated: June 2018



---

These General Terms and Conditions are a translation for information purposes. In case of doubt, the German original "AGB's für Reisen" apply!

## **Scope**

For the business relationship between Yoga meets Physio (provider) and the traveler (customer), the following General Terms and Conditions apply exclusively. Deviating conditions of the customer are not recognized, unless the provider expressly agrees to their validity in writing.

## **Contract**

The offers for travel of Yoga meets Physio are non-binding and without any obligation.

The pre-booking information from the provider about the availability of the trip are not binding and do not constitute a contract offer of the provider.

Bookings can be made orally, in writing, by phone, by e-mail or by contact form on the webpage if available.

With the booking, the customer offers the provider the conclusion of the contract on the basis of the description of the travel, all additional information in the brochure or on the Internet and these General Terms and Conditions for travel are binding. As part of the contract offer, the customer receives information about the availability and the specific payment conditions of the desired trip.

The contract for the travel is only concluded through the written confirmation of the provider comes about.

For bookings shorter than one week before the start of the travel, the booking confirmation can be legally binding also in telephone form.

## **Prices**

All prices are in Euro.

The travel services are subject to the German "margin taxation" acc. §25 UStG, this means the prices quoted are gross retail prices.

## **Liability**

The contractual liability of the provider is limited to the value of the service sold for any damage to the customer which is not personal injury. This applies as far as the damage of the customer by the provider neither deliberately nor roughly negligently was brought about. In so far as the liability of the provider is excluded or limited, this also applies to employees, employees, representatives and all agents of the provider.

Every customer bears the full responsibility for his actions and his physical condition. All services do not replace medical advice or treatment.

The provider assumes no liability for personal belongings.

# General Terms and Conditions (GTC's) for travels

Last updated: June 2018



## **Pay**

A deposit is payable when the booking has been confirmed. The amount of the deposit is 50% of the total price and must be paid within 5 working days of receipt of the booking confirmation to the provider. If no later than 8 days after receipt of the booking confirmation, the receipt of money in the account of the provider is not recorded, the provider reserves the right to allocate the place to someone else. The balance is payable 60 days before departure to the provider. As a means of payment for the payment of the down payment and the balance, only bank transfer is accepted.

## **Unused services**

Unused services during travel cannot be charged or refunded.

If the customer does not use contractual services provided to him in accordance with the contract, in particular as a result of late arrival and / or departure due to illness or other reasons for which the provider is not responsible, the customer shall not be entitled to any pro rata refund.

The customer is advised that the costs incurred by a non-culpable cancellation of the travel costs can only be covered by a special travel cancellation insurance and are not covered by an ordinary travel cancellation insurance. Such trip cancellation insurance is not included in the price of the trip. The contracting of such insurance is recommended.

For the receipt of a health insurance certificate of the German "Zentrale Prüfstelle Prävention" a mandatory participation of at least 80% of the relevant Yoga sessions is required.

## **Resignation of participants**

In the case of withdrawal, the provider may charge the following lump-sum cancellation costs. These already take into account the saved expenses as well as a usually possible other allocation of free space are. These lump-sum cancellation fees amount to:

- In case of a cancellation until the 90th day before departure 30% of the total price.
- In case of withdrawal from the 89th day to 60th day prior to departure 50% of the total price.
- For cancellations from the 59th to the 30th day before the start of the journey, 75% of the total price.
- For a cancellation from the 29th day to the 2nd day before departure 90% of the total price.
- From 1 day before departure or no arrival without cancellation notice, no refund will be made.  
This also applies if the trip is cancelled at your own request.

In each case of a resignation, the customer is entitled to appoint a replacement person who enters with all rights and obligations in the contract concluded with the customer. The provider may object to the substitute's entry into the contract if the latter or its accompanying persons do not comply with the contractual agreements. Same applies if there are other essential contractual circumstances regarding the replacement person or its accompanies that are not fulfilled.

It is strongly recommended to contract a travel cancellation insurance and an insurance to cover the costs of repatriation in case of accident or illness.

# General Terms and Conditions (GTC's) for travels

Last updated: June 2018



## ***Change / Cancellation / termination by the provider***

The provider reserves the right to change the agreed dates, the premises or the time of travel. The trip may be cancelled or postponed due to illness of the instructor or other reason (e.g. If you have signed up for a travel, we will inform you in writing (e.g., by e-mail) of any changes.

If a travel is cancelled by the provider, the already paid amounts are fully refunded.

Please understand that the provider does not accept liability for any additional costs (such as hotel bookings, train tickets, etc.).

If the fulfilment of the contract is made considerably more difficult, endangered or impaired as a result of unforeseeable force majeure upon conclusion of the contract, the provider can terminate the contract.

The provider may terminate the contract after commencement of travel if the customer and / or his fellow travelers disrupt the fulfilment of the contract, regardless of a warning, or if they behave in breach of contract to such an extent that the immediate cancellation of the contract is justified. This applies in particular in the case of intentional or grossly negligent damage to inventory as well as in case of violation of law or custom. If the contract is terminated, the provider keeps the right to the total price.

## ***Copyright***

If marked, the copyright for all documents handed out during the journey remains with the provider. Reproduction or transfer to third parties is not permitted. By participating in a travel organized by the provider, you agree to the use of resulting image material (photos / videos) for advertising purposes, unless you explicitly disagree.

## ***Final provisions***

For these General Terms and Conditions and the entire legal relationship between the provider and the customer, the law of the Federal Republic of Germany applies. The provisions of the UN Sales Convention do not apply. Should a provision in these General Terms and Conditions or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements.