

**Terms and Conditions**  
**Yogatravel & Beyond GmbH**

**1. registration, confirmation**

1.1 With the travel registration, you offer Yogatravel the conclusion of a travel contract on the basis of the travel description, the detailed description belonging to the respective trip and these general travel conditions. Registration can be made verbally, by telephone, in writing (also by fax) or in electronic form (Website, e-mail).

1.2 Registration shall also be effected by the applicant for all persons listed in the registration, for whose contractual obligations the applicant is responsible as for his own obligations, provided that he has accepted this obligation by express and separate declaration.

1.3 The travel contract comes off with the acceptance of your offer by Yogatravel, for which it needs no special form. Yogatravel will inform you about the conclusion of the contract with the booking confirmation and will send you the travel price insurance certificate.

1.4 If the content of the travel confirmation differs from the content of the registration, Yogatravel is bound to a new offer for 10 days. The contract is concluded on the basis and with the content of this new offer, if you declare Yogatravel's acceptance of this new offer within the stated period. This can be done by express or conclusive declaration (e.g. payment of a down payment).

**2. Payment**

2.1 After receiving the travel confirmation/Invoice, a deposit of 20% of the travel price is payable. The deposit will be deducted from the total travel price.

2.2 The balance of the total travel amount (final payment) is due and payable 28 days before the start of the trip, at the latest, provided that the invoice has been handed over and it is clear that the trip will be carried out, in particular that Yogatravel can no longer withdraw from the travel contract according to section 7.1. If the due down payment or the due total payment were not or not completely paid, although the participant received an invoice, Yogatravel can withdraw from the contract after an unsuccessful reminder and an appropriate deadline for payment (§ 323 BGB) and charge the customer with withdrawal costs.

**3. services, change of travel description, price change before conclusion of contract**

3.1 The scope of Yogatravel's contractual services results exclusively from the content of the booking confirmation in connection with the detailed description of the service description of the website valid for the respective trip.

3.2 If Yogatravel organises an individual travel itinerary at your request, the service obligation of Yogatravel results exclusively from the corresponding concrete offer to you and the corresponding booking confirmation.

3.3 Service providers (e.g. seminar houses, hotels, transport companies) and travel agents or travel agencies are not authorised by Yogatravel to give assurances or agreements which go beyond the travel description or the booking confirmation of Yogatravel or contradict it or change the confirmed contents of the travel contract.

3.4 Concerning the travel description and detailed description Yogatravel reserves itself after § 4 exp. 2 BGB-InfoV expressly to explain for materially justified, substantial and not foreseeable reasons before conclusion of contract a change of the advertisements, about which you are informed naturally before the reservation. In particular, Yogatravel reserves the right to declare a change in the travel price prior to conclusion of the contract due to an increase in transport costs, fees for certain services, such as port or airport charges, or a change in the exchange rates applicable to the relevant trip after publication of the offer. Yogatravel also reserves the right to adjust the travel price before conclusion of the contract if the package tour requested by the customer or advertised on the website is only available by purchasing additional contingents after publication of the offer.

**4. changes in services, price changes after conclusion of contract**

4.1 Changes to essential travel services which become necessary after conclusion of the contract and which are not brought about by Yogatravel against good faith are only permitted if the changes are not significant and do not impair the overall design of the trip.

4.2 After conclusion of the travel contract, price changes shall only be valid in the event of a subsequent, unforeseeable increase in transportation costs, which has actually occurred at the time of conclusion of the contract.

4.3 In the event of a price increase of more than 5% of the travel price or a substantial change in an essential travel service, you are entitled to withdraw from the travel contract free of charge or to demand participation in another trip of at least equivalent value if Yogatravel is in a position to offer such a trip from its offer at no extra cost. The traveller has to assert these rights against Yogatravel immediately after receipt of Yogatravel's declaration about the changes of the travel service or price adjustment.

## **5. withdrawal by the customer, substitute person**

5.1 You can withdraw from the travel contract at any time before the start of the trip.

The receipt of the declaration of withdrawal by Yogatravel is decisive. It is strongly recommended that you declare your resignation in writing.

5.2 If you withdraw, Yogatravel can demand an appropriate compensation for the travel arrangements made and for their expenses, whereby the amount of compensation is determined by the travel price less the value of the usually saved expenses and what it can acquire through usually possible other use of the travel services. Yogatravel points out that it can calculate this claim either concretely or in a lump sum.

Yogatravel can demand a lump-sum compensation, based on the time of withdrawal, as follows:

Up to 30 days before departure 20 % of the total amount

from 29th to 22nd day before departure 25% of the total amount

from the 21st to the 15th day before departure 40 % of the total amount

from 14th to 7th day before departure 60% of the total amount

from the 6th day until the day of departure 90 % of the total amount

You are free to prove that Yogatravel has not incurred any damage at all or only to a significantly lower amount than the lump sum.

We recommend taking out travel cancellation insurance.

Yogatravel reserves the right to demand a higher, concrete compensation in deviation from the above lump sums and in this case, taking into account the saved expenses and any other use of the travel services, Yogatravel will concretely quantify and prove the claimed compensation.

5.3 You can provide a substitute person until the start of the trip. Yogatravel can object to the entry of the third party if he does not meet the special travel requirements or if his participation is contrary to legal regulations or official orders. The traveler entering the contract and you are jointly and severally liable for the travel price and all additional costs incurred by the third party. Please note that, depending on the service provider, there may be 100% cancellation costs for the transport management in the case of an arranged flight service, as the airlines often do not permit any change of name.

## **6. services not used**

If you do not make use of individual travel services that have been properly offered to you due to premature return travel, illness or other reasons for which you are responsible, you will not be entitled to a pro rata refund.

## **7. withdrawal and termination by Yogatravel**

7.1 Yogatravel can withdraw from the contract up to 14 days before the start of the trip because the minimum number of participants has not been reached, if it has stated the minimum number of participants in the respective travel description as well as the time by which the declaration of withdrawal must have been received by the traveler before the contractually agreed start of the trip at the latest, and has clearly and legibly pointed out these details in the travel confirmation. If Yogatravel withdraws, you will immediately receive back the payments made on the travel price. If transport services are not part of the package arrangement, the travel applicant is liable for any cancellation or rebooking fees that may be incurred.

7.2 Yogatravel can terminate the travel contract without notice if the traveller, notwithstanding a warning by Yogatravel, permanently disturbs the execution of the trip or if he behaves contrary to the contract to such an extent that a continuation of the contractual relationship until the agreed termination or the expiry of a notice period with him is unreasonable. Yogatravel retains the right to the travel price, but must take into account the value of the saved expenses or similar advantages, which Yogatravel obtains from another use of the unused service, including the amounts credited to it by the service providers. Any additional costs for the return transport shall be borne by the disrupter himself. In case of cancellation Yogatravel will be represented by the respective tour guide.

## **8. Termination due to force majeure**

If the trip is made considerably more difficult, endangered or impaired due to force majeure not foreseeable at the time the contract was concluded.