

TRAVEL CONDITIONS

The SpaDreams Travel Terms and Conditions regulate the legal relationship between you and SpaDreams. They supplement the provisions of §§ 651a - y of the German Civil Code (BGB) and the articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB) and specify these. Even if you book only individual tourist services (e.g. overnight accommodation, rental car) that are not part of a package tour, SpaDreams voluntarily grants you the protection of the package travel law - except for the travel price security certificate. Please also note the page "Important Information".

1. CONCLUDING TRAVEL CONTRACTS

1.1 With your reservation (verbally, by phone, by e-mail or on the webpage) you enter into a binding travel contract with us. SpaDreams immediately confirms receipt of the booking electronically. This confirmation of receipt is not an indication that your booking has been confirmed. At or immediately after the conclusion of the contract, you will receive the booking confirmation on a durable data medium, unless you are entitled to a booking confirmation in paper form according to Art. 250 § 6 para. 1 sentence 2 EGBGB.

1.2 The contract is also binding for any other persons registered by you as being participants of your trip, provided that they have accepted the obligation by explicit and separate declaration. If the content of our confirmation differs from the information provided by you in your registration, we will create a new offer to which we are bound for a period of 10 days. The contract will be concluded once you have confirmed acceptance of the new offer, completed a down payment or paid the final instalment.

2. PAYMENT

2.1 When booking a package tour, you will also receive proof of insolvency insurance (security certificate) for all payments you have to make on the package tour booked together with the booking confirmation/invoice.

2.2 A deposit of 20% of the travel price is required upon receipt of the written travel confirmation. The balance must be paid no later than 30 days before departure. The cost of travel insurance is due in full together with the deposit. We will send you the travel documents once we have received confirmation of payment. For short-term bookings, we reserve the right to demand payment by credit card or direct debit.

2.3 If you have given your written consent to pay by direct debit, the payments will be

made from your account during the period specified above. If direct debit is not possible using the account or credit card specified by you, SpaDreams is entitled to charge the resulting additional costs of up to 10 €.

2.4 SpaDreams does not charge fees for payments completed via standard means (bank transfer, SEPA direct debits, MasterCard, Visa etc.). Transaction fees may apply when paying in currencies other than Euros, or when using non-standard payment methods such as American Express. Of course, we will confirm the total amount prior to payment.

2.5 In the event of non-compliance with the payment deadlines, even though SpaDreams is willing and able to duly provide the contractual service and has fulfilled its statutory information obligations and there is no statutory or contractual right of retention on the part of the customer, SpaDreams shall be entitled, after issuing a reminder and setting a deadline, to withdraw from the travel contract and to charge you with the costs of withdrawal in accordance with Section 5.1.

3. CONTRACTUAL SERVICES AND PRICES

3.1 The scope of the contractual services is based on the travel and service descriptions of SpaDreams and the related information provided in the travel confirmation. Unless stated otherwise, prices are always in Euros and per person. Collateral agreements that change the scope of the contractual services require explicit approval by SpaDreams. Travel agents and service providers (e.g. hotels) are not authorized to approve any changes.

3.2 Destination and hotel brochures that are not published by SpaDreams do not implicate SpaDreams. This is unless they were explicitly included in an agreement with you.

3.3 Please be sure to read all information regarding baggage allowances of the flight operator before departure. If you later find that the booked luggage limits are not sufficient for you, you can rebook them through SpaDreams up to 1 day in advance of departure for a fee.

4. SERVICE CHANGES AFTER CONCLUSION OF CONTRACT

4.1 Changes from the agreed content of the travel contract prior to travel, such as flight times or other changes to the program, which become necessary after conclusion of the contract, are permitted. This is so long as the changes or deviations are not significant and do not affect the overall planning of the booked trip. SpaDreams will notify you of any changes or discrepancies as soon as the reason for the change has been received. We will notify you through a reliable medium, such as email.

4.2 In the event of change to any crucial aspect of the travel service, or any deviation from customer requirements that were specified in the Travel Agreement, you are entitled to either withdraw from the travel contract free of charge, or request to participate in another trip if this option is offered to you by SpaDreams. You must make this request within the time limit specified by SpaDreams at the time of notification of the change.

4.3 In case of group tours, SpaDreams is entitled to appoint a substitute in the event that the yoga teacher/seminar leader named in the travel confirmation is unable to participate. This applies in particular to absences due to illness. Possible warranty claims remain unaffected, as far as the changed services are services are defective.

5. CUSTOMER WITHDRAWAL

5.1 You can withdraw from the trip at any time before the start of the trip. The date on which we or the booking travel agency receive the cancellation notice is decisive. The declared withdrawal must be in writing. Non-commencement of the trip is principally considered a withdrawal. If you withdraw from the travel contract/hotel contract or do not start the journey, SpaDreams loses the claim to the travel price. Instead, SpaDreams may demand reasonable compensation for the travel arrangements made and for its expenses, provided SpaDreams is not responsible for the withdrawal or if exceptional circumstances arise at the destination or in its immediate vicinity that significantly impair the realisation of the package holiday or the transport of persons to the destination. Such circumstances are unavoidable and exceptional if they are not under SpaDreams' control and their consequences could not have been avoided, even if all reasonable precautions had been taken.

If the customer withdraws before the start of the trip (cancellation), SpaDreams has the right to choose between the specifically determined appropriate compensation (§ 651h para. 2 BGB) and the following flat-rate compensation. If SpaDreams chooses the flat-rate compensation, the following cancellation scale applies for settlement depending on the time of receipt of the declaration of withdrawal:

Package holidays with independent travel

- Up to 30th day before departure 25%
- Up to 22nd day before departure 30%
- Up to 15th day before departure 45%
- Up to 8th day before departure 60%
- Up to 4th day before departure 70%
- Up to 2nd day before departure 85%

- From the day before departure, or if you do not participate in the journey 90%

Flight package holidays/only flight bookings

- Up to 50th day before departure 30%
- Up to 22nd day before departure 40%
- Up to 15th day before departure 55%
- Up to 8th day before departure 70%
- Up to 4th day before departure 80%
- Up to 2nd day before departure 90%
- From the day before departure, or if you do not participate in the journey 95%

Individual tourist services

- Up to 30th day before departure 25%
- Up to 22nd day before departure 30%.
- Up to 15th day before departure 45%.
- Up to 8th day before departure 60%.
- Up to 4th day before departure 70%
- Up to 2nd day before departure 85%.
- From the day before departure, or if you do not participate in the journey 90%

We recommend that you take out a cancellation insurance that will cover these cancellation costs as part of your insurance policy.

5.2 Your legal right to request that someone else take your place, who takes your place with all rights and obligations in the travel contract, remains unaffected by these conditions. You would need to send us this request within seven days before the start of the journey using a permanent data carrier (e.g. e-mail). SpaDreams may object to the third party if they do not meet the contractual travel requirements. When considering a replacement traveller, we will firstly calculate the additional costs incurred. We also charge a handling fee of €30 per traveller to cover additional expenses. If we approve the transfer of the contract, the original registered travel customer and the replacement traveller will be liable for the travel price and any additional costs incurred by the entry of the third party.

5.3 If there are different cancellation and booking conditions for special offers, then these will be displayed.

5.4 You have the right to prove that the compensation paid by SpaDreams is less than the agreed compensation.

5.5 If SpaDreams is obliged to reimburse the travel price as a result of a cancellation, we will endeavour to do so immediately, but certainly within 14 days of receipt of the cancellation notice.

6. REBOOKING FEES/ADDITIONAL COSTS

6.1 The customer does not reserve the right to change the schedule, destination, accommodation or the transport after the conclusion of the contract. If you wish to re-book, SpaDreams charges the same amount as would have been the case if you had chosen a cancellation based on the reasons outlined in point 6. In the case of minor changes that incur only low costs, such as changes to catering or an increase in the scope of services, SpaDreams may waive the cancellation fee in individual cases and only charge a handling fee of €30.

6.2 In the event of additional costs for contractual services (for example, for the provision of visas) due to circumstances beyond the control of SpaDreams during the organisation or execution of the trip, SpaDreams may require the customer to reimburse the costs. For example, this could include additional costs accrued due to a ticket change, which could occur if the customer provides incorrect or missing details.

7. UNCLAIMED SERVICES

If you do not make use of travel services due to an early return or other urgent circumstances for which you are responsible, then SpaDreams will not refund the relevant costs, unless a free return or cancellation had been authorised. SpaDreams will, however, endeavor to obtain reimbursement of the expenses saved by the service providers in such a case.

8. WITHDRAWAL AND CANCELLATION BY SPA DREAMS

8.1 SpaDreams may cancel the travel contract without notice if the traveller ignores our warnings and seriously disrupts the trip's progress, or if their behaviour violates the terms of the contract to such an extent that the cancellation of the contract is justified. This will not happen if such behaviour is the result of an error in the information obligations of SpaDreams.

8.2 If we cancel, then SpaDreams reserves the right to the travel costs; however, SpaDreams must offset the costs of the saved expenses or any benefits which SpaDreams derives from any other use of the unused services, including SpaDreams' benefits paid for by service providers.

8.3 In the case that the minimum number of participants is not reached up to the 21st day prior to departure, SpaDreams can only withdraw from the travel contract if: they have confirmed the minimum number of participants before the conclusion of contract; they have stated the date by which the statement should reach you

before the contractual start date for the trip; and if they state both the minimum number of participants and the deadline for withdrawal. The cancellation will be explained to you at the latest on the day specified in the pre-contractual information and the travel confirmation. If it is for this reason that the trip does not go ahead, then SpaDreams will refund the travel costs within 14 days.

9. CUSTOMER OBLIGATIONS

9.1 If the trip is not executed according to the terms of the contract, then you have a limited timeframe in which to request the resolution of this issue. For this, we need – regardless of our liability – your cooperation. Therefore, you are obliged to contribute to the resolution of the disruption, as well as to minimising damaged caused. You are obliged to notify us immediately of your knowledge of defects: SpaDreams can be reached at Tel.: +44 20 8089 6036, Fax: +49 (0)69 405885-903, info@spadreams.com. Further information about how to reach us can be found in the travel documents. Insofar as we were unable to remedy the defect due to a culpable omission of the defect notification, you cannot claim reduction claims under § 651 m nor claims for damages according to § 651n BGB.

9.2 SpaDreams can refuse resolution if it requires disproportionate effort or is impossible. If remedy would be possible with reasonable effort and this is not provided by SpaDreams within the time limit, you may resolve the situation yourself and demand compensation for necessary expenses.

9.3 Cancellation notice

Should you wish to cancel the travel contract due to a shortcoming which significantly affects the holiday, then you must let SpaDreams know within reasonable time. This does not apply if resolution is impossible, if SpaDreams does not agree with your claim or if the immediate cancellation of the holiday is justified by a reason recognised by SpaDreams.

9.4 A tour guide, other agencies on site or service providers are not responsible for claiming reduction or compensation from SpaDreams. You are responsible for cancelling the contract with SpaDreams.

9.5 In the event of damage or delays in delivery of your luggage, we strongly recommend that you immediately notify the responsible airline immediately by means of a damage report (PIR). Airlines usually refuse refunds if the claim has not been completed. Notification of damage must be made within 7 days in case of loss of luggage, and within 21 days after delivery if the luggage was late arriving. The loss, damage or misdirection of baggage must be reported to the tour guide, the local representative or SpaDreams immediately (see also 10.1.).

9.6 Physical handicaps (e.g. walking impediments / need of a wheelchair), illnesses (especially infectious diseases), reduced mobility or any other restrictions that may affect the transport, accommodation or other activities must be communicated to SpaDreams before the completion of your booking. When assessing the impairment, we consider cultural attitudes and situation of the destination country. We can only ensure that no complications or inconveniences arise during the trip if you comply with your obligation to inform us of any impairment.

9.7 You must inform SpaDreams if you have not received the required travel documents within the deadline specified by SpaDreams.

10. LIMITATION OF LIABILITY

10.1 Contractual Limitation of Liability
Our contractual liability for damage that is not bodily harm and was not intentionally caused is limited to three times the travel price. Possible claims under international agreements are not taken into account.

10.2 SpaDreams is not liable for defaults, personal injury or damage of property in connection with external services (e.g. excursions) if it was made clear in the travel description and booking confirmation that these services were not part of the travel package and were chosen separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected. However, SpaDreams is liable if the damage to the passenger was caused by inaccurate information or shortcomings in our organisation.

11. LIMITATION PERIOD FOR BOOKINGS OF INDIVIDUAL TRAVEL SERVICES

Claims for damages against Fit Reisen in the case of booking individual travel services are subject to the statutory limitation period in accordance with § 195, 199 BGB. Any claims for compensation against the client due to change or deterioration of rented items (e.g. rental car, vacation apartment) become time-barred after six months in the case of booking individual travel services. This period begins with the day on which the trip should end according to the contract.

12. PASSPORT, VISA AND HEALTH REGULATIONS

12.1 SpaDreams will inform you of general passport and visa requirements as well as health regulations of the destination country. We will further inform you of approximate deadlines for obtaining any necessary visas prior to conclusion of the contract and any changes that may occur prior to departure. Unless otherwise specified, we assume that you are a citizen of the country of residence; we ask that you declare if this is not the case or inform us if you have dual citizenship.

12.2 You are responsible for obtaining and providing all necessary travel documents, for organising any vaccinations you may need and for complying with customs and foreign exchange regulations. The consequences resulting from non-compliance with these regulations, e.g. the payment of cancellation fees, are your responsibility. This does not apply if SpaDreams provided inadequate or false information. SpaDreams is not liable for the timely issue and access of necessary visas by the respective diplomatic representation if you/the travellers have commissioned SpaDreams with the procurement, unless SpaDreams has violated its own obligations.

13. FLIGHT OPERATOR

EU regulations stipulate that passengers must be informed of the identity of the operating airline. Therefore, SpaDreams is required to provide information regarding the identity of the flight operator, as well as any other information about your flight, at the time of booking. If the operating airline has not yet been determined at the time of booking, SpaDreams is obliged to name the airline(s) which may provide the flights. You will be informed which flight operator will provide the flight as soon as this information is made available to SpaDreams. If the initially named operating airline changes, then SpaDreams will inform you of this change. The "black list" of EU companies banned from operating flights can be found here: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32017R215>

14. DATA PROTECTION

All personal data provided to SpaDreams for the purpose of processing your trip are protected against misuse according to the Federal Data Protection Act. You can view our privacy policy at www.spadreams.com/footer/privacy-policy/.

15. OTHER

15.1 The legal and contractual relationship between the customer and SpaDreams, a brand of Fit Reisen GmbH is subject to German law. If customers are making claims for liability abroad, then the claim will be processed under German law, especially regarding the extent and amount of the compensation.

15.2 For all legal disputes between the customer and the tour operator, the place of jurisdiction is Frankfurt am Main in Germany. This also applies to the assertion of claims by way of debt collection proceedings.

15.3 The above statements shall not apply if: a) out of non-negotiable regulations of international agreements, which are to be used in the contract between the customer and SpaDreams, something else exists which is more favourable for the customer, or if the non-negotiable regulations of the

member states of the EU (to which the customer belongs) are more favourable for the customer than the rules of the relevant German regulations.

15.4 With regard to the Law on Consumer Dispute Resolution, SpaDreams, a brand of Fit Reisen GmbH does not take part in a voluntary consumer dispute settlement. If a consumer dispute resolution becomes mandatory after the travel conditions for SpaDreams have been printed, then the tour operator will inform the customer in a suitable manner. For all travel contracts completed online, SpaDreams refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr>.

15.5 Legal provisions apply to trips organized by SpaDreams, particularly §§ 651a ff. of the Civil Code (BGB), so long as German law can be applied to the contract. Details provided in the travel prospectus are dependent upon our printing technology, and so occasional, unintentional errors may occur. Unilateral changes by SpaDreams are possible so long as no contract between SpaDreams and the customer has yet been concluded. A partial or complete reprint, as well as the approval of content such as images, requires the explicit and written permission of SpaDreams. This may involve the violation of foreign rights.

15.6 The invalidity of individual provisions will not render the entire travel contract invalid.

15.7 Obvious printing and calculation errors entitle the tour operator to contest the travel contract. All information is correct as of June 2022.

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