

# SpaDreams Travel Conditions

SpaDreams is the international branch of FIT Reisen. The SpaDreams (FIT Reisen) travel conditions abide by the statutory provisions of §§ 651 in the German civil code and the information obligations in accordance with provisions §§ 4-11 BGB-Info V, and will govern the legal relationship between you/the customer and SpaDreams (FIT Reisen). By booking with SpaDreams (FIT Reisen), you have agreed to abide by these travel conditions. Deviations in travel advertisements and specific details in the catalogues will take precedence. The travel conditions are valid for new bookings until 30.06.2018. For bookings from 01.07.2018 the travel conditions have changed based on a new package travel policy. For bookings after this date, please see the new terms and conditions under the following link: <https://www.spadreams.com/travel-conditions/>. This version will then also be sent to you during the booking process. Please also note the page "Important Information". Please read the following text thoroughly.

## 1. Registration and confirmation (finalising the travel contract)

Please register as early as possible! By registering you are offering us confirmation of a travel contract between yourself and SpaDreams (FIT Reisen). Bookings can be made verbally, in writing, by phone, by fax or via other electronic means (e.g. email, internet). SpaDreams (FIT Reisen) will confirm the receipt of an booking electronically, without delay. This confirmation of receipt is not a confirmation of our acceptance of the booking. The person registering shall be liable for all obligations arising from the registration, including the obligations of all other persons listed in the registration, provided that the person registering has assumed this obligation by means of a separate express declaration. The contract comes into effect on our acceptance of the booking. Acceptance does not require a particular structure. Upon, or immediately upon the finalisation of the contract, we will provide you with your travel confirmation. If the content of our confirmation differs from the content of your registration, we will make you a new offer, which we will be bound to for 10 days. The contract will then be based on this new offer if you accept it within the 10 day commitment period through an agreement, payment or final payment. The costs for additionally services, such as acquiring a Visa and currency exchange, as well as telephone reservations and inquiries, are at the expense of the customer and will be charged separately.

## 2. Payment

Payments before the start of your holiday are only accepted in the form of a secure payment certificate, in compliance with § 651k passage 3 in the German civil code. On the completion of the contract you will pay a deposit of 20% of the price of the holiday. Please pay the remaining sum - without a request of payment - at least 30 days before departure. If you are paying with a credit card, or have given confirmation in writing, the charges will be applied at the points in time stated above. If there is a problem with the direct debit or credit card payment, SpaDreams (FIT Reisen) has the right to charge an additional chargeback fee of €10 (approx. £7) for the next execution of payment. You are at liberty to prove that no or substantially lower costs were incurred. Cancellation and change fees are due immediately. If the customer does not adhere to the agreed payment deadlines, SpaDreams (FIT Reisen) has the right to cancel the holiday and charge a cancellation fee corresponding to subparagraph 5.1, after issuing a warning with a deadline. With SpaDreams (FIT Reisen) you can pay with credit card. For particularly common means of payment (e.g. Visa & MasterCard), no fees will be levied. Payments and with alternate payment methods (e.g. American Express) may have transaction fees - we will inform you of the amount before processing the payment. Transfers and SEPA credit transfers in € will not incur fees.

## 3. Travel program and services

**3.1** The extent of the contractual services shall become evident by the travel and service description of SpaDreams (FIT Reisen) and from the information specified in the travel confirmation. Additional agreements which change the scope of the contractual services must be confirmed explicitly by SpaDreams (FIT Reisen). Travel agents and service providers (e.g. hotels) are not authorised to promise any kind of commitments or other liabilities.

**3.2** Hotel and locations brochures not published by SpaDreams (FIT Reisen) are not binding for SpaDreams (FIT Reisen). SpaDreams (FIT Reisen) is not liable for content in such brochures if the content was not created by SpaDreams (FIT Reisen).

## 4. Service and price changes

**4.1** Changes or variations in individual travel services which become necessary after the completion of the contract and differ from the agreed content of the travel contract (e.g. flight time changes, changes of the programme) are permitted if the changes and deviations are not substantial and do not impair the overall structure of the holiday. Potential warranty claims remain unaffected if the altered services are faulty. SpaDreams (FIT Reisen) will inform you of any service changes or deviations immediately. If deemed necessary, SpaDreams (FIT Reisen) may offer a free rebook or free cancellation. SpaDreams (FIT Reisen) is not obliged by law to do so.

**4.2** SpaDreams (FIT Reisen) reserves the right to change the advertised and confirmed price in case of an increase in transportation costs or taxes for certain services e.g. port or airport fees, or due to a change in the applicable currency exchange rates for the holiday in question.

If the existing transportation costs are higher than stated in the contract, especially fuel costs, SpaDreams (FIT Reisen) can increase the travel price as follows:

**a)** An increase related to the individual's seat, SpaDreams (FIT Reisen) can charge the required amount.

**b).** In other cases, the additional transportation costs charged by the transportation company per mode of transportation will be divided by the number of seats of the arranged mode of transportation. The additional cost will be charged to you by SpaDreams (FIT Reisen). If travel costs (e.g. port or airport fees) increase after the finalisation of the travel contract, the price of the holiday may also be increased correspondingly. If exchange rates change after the finalisation of the contract, if the holiday has become more expensive for SpaDreams (FIT Reisen), SpaDreams (FIT Reisen) can increase the price to correspond with the new exchange rate. An increase is only permissible if the agreed travel date is more than 4 months after the finalisation of the contract and if the reason for the increase had not yet occurred and the circumstances could

not have been foreseen when SpaDreams (FIT Reisen) finalised the contract. In the event of a subsequent change in the holiday price SpaDreams (FIT Reisen) will inform you immediately. Any increases from the 20th day before departure are invalid. If the price increase is over 5% you are permitted to withdraw from the contract without incurring withdrawal fees, or you can be transferred to an equivalent holiday, if SpaDreams is able to offer such a holiday without extra charge. Please assert the aforementioned rights immediately after we have explained the price increase.

**4.3.** In case of group holidays SpaDreams (FIT Reisen) reserves the right to change the yoga instructor stated in the booking confirmation for another one especially in case of force majeure such as unexpected sickness of the instructor.

## 5. Customer withdrawal, change of reservation

**5.1** You can withdraw at any time prior to departure for the trip. Cancellation of the booking, with us or the booking travel agency, is final and we recommend that you declare the withdrawal in writing (e.g. via email). If you withdraw from the travel contract, or you can no longer attend the holiday, SpaDreams (FIT Reisen) will claim appropriate compensation to cover their expenses. The cost of the withdrawal fee is dependent on the chosen services. Please note that different services have individual booking conditions. Refer to our Terms and Conditions on each individual offer for further information about the cost of the withdrawal fee. If we have not stated any deviating information in the booking conditions, our compensation claim rates follow a standard formula which is staggered over time and takes into account expenses which can be saved and alternate use of resources. A percentage of the holiday price must be paid as a lump sum, which is calculated with regards to the proximity of the date of withdrawal to the contractually agreed date of departure:

- If you withdraw 30 days or more before departure, you are required to pay 25% of total price
- If you withdraw up to 22 days before departure you are required to pay 35% of total price
- If you withdraw up to 15 days before departure you are required to pay 50% of total price
- If you withdraw up to 8 days before departure you are required to pay 65% of total price
- If you withdraw up to 4 days before departure you are required to pay 75% of total price
- If you withdraw up to 2 days before departure you are required to pay 85% of total price

- If you withdraw up to 1 day before departure you are required to pay 90% of total price.

We recommend that our customers take out travel insurance which covers cost of these fees. The customer is at liberty to prove to SpaDreams (FIT Reisen) that no claim for reimbursement has arisen or that reimbursement is considerably lower than the flat rate. SpaDreams (FIT Reisen) reserves the right to claim higher compensation if the costs incurred in the withdrawal from the booking exceed the amounts listed above. In this case SpaDreams is at liberty to quantify the required compensation by considering saved expenses and possible other use of the travel services, and to provide supporting evidence.

**5.2** The customer has no authority to change any aspects of the date of travel, destination, place of departure, accommodation or transportation after finalisation of the contract. Should the customer require to change date of travel, destination, place of departure, accommodation or transport after finalisation of the contract, rebooking or cancellation fees apply accordingly. SpaDreams (FIT Reisen) can waive the cancellation fee in individual cases, if only minor changes which will incur low costs are required, such as changing the board or extending the services on offer. In such cases SpaDreams (FIT Reisen) will charge only a handling fee of €30 (approx. £21) per person.

**5.3** Until departure, the traveller is permitted to request for a third party to assume the rights and obligations of the contract. As the third party take place of the registered participant, SpaDreams (FIT Reisen) is entitled to charge an additional cost (processing fee) of €30 (approx. £21) per person. Evidence of minor costs remains unaffected.

**5.4** A right to withdrawal pursuant to § 312 g para. 2 no. 9 of the German Civil code is not applicable.

## 6. Unused services

If you do not use individual travel services as a result of premature return or for other compelling reasons, you are not entitled to partial reimbursement of the travel price.

## 7. Withdrawal and cancellation by the tour operator

SpaDreams (FIT Reisen) can withdraw from the travel contract before departure or cancel the travel contract after commencement of the journey in the following cases: if the customer does not meet a deadline, if the customer breaches the travel contract despite receiving a warning, or if the customer violates the contract to such an extent that immediate termination of the contract is justified. If we cancel, SpaDreams retains the right to payment for the trip, but must offset any expenses saved, as well as any payments obtained from utilisation of the services not used, including any sums credited to SpaDreams (FIT Reisen) by service providers. If SpaDreams (FIT Reisen) has not reached the minimum number of participants they only can withdraw from the travel contract a maximum of 14 days before the departure date. The exact minimum number of participants, as well as the latest date by which our notice of cancellation must be received by the customer, is detailed in the travel confirmation. If it becomes apparent at an earlier date that the minimum number of participants cannot be reached, SpaDreams (FIT Reisen) has the right to

withdrawal immediately and the customer will receive a refund for the travel payments.

## 8. Cancellation of the contract due to exceptional circumstances

The travel contract can be cancelled in the following circumstances, as according to the statutory provision of the German civil code: § 651 (1) If the trip is, as a result of an unforeseeable force majeure, considerably impeded, endangered or impaired, SpaDreams (FIT Reisen) and the customer can cancel the contract (2) If the contract is terminated in accordance to paragraph 1, 651e paragraph 3, sentences 1 and 2, and paragraph 4, sentence 1 apply. The additional costs for the return are to be covered by all parties equally. The traveller must cover the remaining costs.

## 9. Liability of the tour operator

### 9.1 External services

SpaDreams (FIT Reisen) is not liable for disturbances, injury and material damage in connection with externally arranged services (e.g. excursions, sporting events, theatre, exhibitions, transport services and the advertised departure and arrival destinations), if it is explicitly stated in the tour description that these services are external services and not part of the holiday offered by SpaDreams (FIT Reisen).

### SpaDreams (FIT) is liable

**a)** For services which include the transportation of the customer from the advertised starting point of the journey to the advertised destination, interim transport during the journey and accommodation during the journey.

**b)** If harm to a customer is caused by the violation of information, explanation, or organizational obligation by SpaDreams (FIT Reisen)

## 10. Guarantees

### 10.1 Corrective actions and Cooperation duties

If the tour does not go according to the contract you can request assistance from SpaDreams (FIT Reisen). This requires your cooperation, without prejudice to the primacy of our liability. You are obliged to do everything reasonable to contribute towards resolving the dissatisfaction and to keep negative effects to a minimum, or avoid them entirely. Any complaints must be reported immediately.

You can contact SpaDreams (FIT Reisen) directly by phone: +44 20 36087377, fax: + 49 (0) 69 405885-12, from Monday to Friday 8:00am to 4:00pm (GMT).

Please specify your name, location, your hotel, departure and the booking number (to be found in the invoice and travel voucher). The right to refund will be withdrawn if you deliberately refrain from complaint. This does not apply if notification is clearly futile or is unreasonable for other reasons. SpaDreams (FIT Reisen) has the right to find a solution which provides an equivalent or higher compensation. SpaDreams (FIT Reisen) can refuse compensation, if it requires a disproportionate effort.

### 10.2 Deadline prior to cancellation

If you want to cancel the contract because of a fault in the holiday referred to in paragraph 615 c to 615 e code of the German civil code, or for a reason SpaDreams (FIT Reisen) recognises as compelling you must set a reasonable deadline for a solution. This does not apply if a

solution is impossible, or is refused by SpaDreams (FIT Reisen) or if the immediate termination of the contract is justified by a special interest on the part of the customer, acknowledged by SpaDreams (FIT Reisen).

### 10.3 Lost and delayed luggage

We recommend reporting any damaged or delayed luggage to the airline company immediately via a Property Irregularity Report (PIR). Airlines generally refuse refunds if the claim form has not been filled out. Claims for lost luggage must be made within 7 days, claims for delayed luggage must be made with 21 days of delivery. The loss, damage or misdirection of luggage should also be reported to your tour guide or to SpaDreams (FIT Reisen) without delay.

## 11. Limitation of liability

### 11.1 Contractual limitation of liability

Our contractual liability for non-physical damages is limited to triple the holiday price

1. provided that any damage of the customer is caused neither intentionally nor by gross negligence by us.

2. as far as SpaDreams is responsible for damage to the passenger solely because of a fault of a service provider. Possible claims under the Montreal Convention or the Aviation Act remain unaffected.

### 11.2 Tort Liability

For all tort claims for damages against SpaDreams (FIT Reisen), which are not based on intent or gross negligence, SpaDreams (FIT Reisen) is liable for property damage up to €4,100 (approx. £2900). If triple the cost of the holiday exceeds this amount, the liability for property damage is limited to triple the cost of the holiday. This liability sums apply per traveller and per holiday. Possible additional claims relating to baggage under the Montreal Convention remain unaffected by this restriction.

## 12. Deadlines and Statute of limitations

**12.1** Claims for non-contractual provisions of the holiday have to be declared against SpaDreams (FIT Reisen) within one month after the contractually agreed end of the holiday. After that deadline you may only assert claims if you were prevented from adhering to the deadline through no fault of your own. This does not apply to the deadline for the notification of luggage damage, luggage delays or luggage loss in connection with flights, detailed in paragraph 10.3. Claims for lost luggage must be made within 7 days, claims for delayed luggage must be made with 21 days of delivery. It is in your own interest to make the claim in writing.

**12.2** Claims pursuant to paragraph 651 c to f of the German civil code for personal injury or damages to life or health, based on the intentional or negligent breach of a statutory agent or person employed by SpaDreams (FIT Reisen) to perform an obligation, expire in two years. This also applies to claims for compensation for other damages based on an intentional or grossly negligent breach of duty by the tour operator or a legal representative or agent of SpaDreams (FIT Reisen).

**12.3** All remaining claims in accordance with paragraph 651 c to f of the German civil code lapse after one year.

**12.4** The statute of limitations according to paragraphs 12.1 and 12.2 begins on the day after the contractually agreed end of the holiday.

**12.5** If negotiations between the customer and SpaDreams (FIT Reisen) regarding the claim or its circumstances are in progress, the statute of limitations is suspended until you or SpaDreams (FIT Reisen) refuse to continue negotiations. The statute of limitations shall begin no earlier than three months after the end of suspension.

### **13. Customer Obligations**

Before the completion of a booking the customer must inform SpaDreams (FIT Reisen) of any physical restrictions (e.g. mobility problems/use of a wheelchair), illnesses (particularly contagious illnesses), cure incompatibility or other restrictions that could affect treatments, accommodation or transport requirements. We can only ensure that you will receive all services booked if you inform us in good time. Please take into account the cultural attitudes and current events of the country where the holiday is taking place when considering whether or not your condition prevents you from undertaking a cure.

If you do not provide us with this information and consequently you cannot receive all services, SpaDreams (FIT Reisen) does not take liability.

### **14. Passport, Visa and health regulation**

**14.1** SpaDreams (FIT Reisen) will inform citizens of a state of the European Community of any passport, Visa and health regulations in the country in which the holiday is offered prior to conclusion of the contract, and of every change prior to departure. Citizens of other states should seek consultation. It is assumed that the customer and any accompanying travellers do not have any unusual circumstances such as dual nationality or statelessness.

**14.2** The customer is responsible for obtaining and carrying the necessary travel documents, obtaining any necessary vaccinations and for complying with customs and currency regulations. Disadvantages that arise from disregard of these rules (e.g. incurring cancellation costs) are at your own expense. This is not applicable if SpaDreams (FIT Reisen) has culpably misinformed or not informed you.

**14.3** SpaDreams (FIT Reisen) is also not liable for the timely issuing of a visa by the respective diplomatic organisation.

### **15. Information obligations regarding the identity of the operating air carrier (the "Black List")**

If SpaDreams (FIT Reisen) book your flight for you, under the EU regulations regarding the identity of the operating airline, SpaDreams (FIT Reisen) is obliged to inform you of the identity of the operating air carrier, as well as the identity of all transportation services to be provided as part of the booked air trip. If the operating airline has not yet been confirmed, SpaDreams (FIT Reisen) is obliged to inform you which airlines are likely to be used. SpaDreams (FIT Reisen) will inform you as soon as we know which airline will be used. If the airline changes then SpaDreams (FIT Reisen) will inform you immediately. The "Black List" of airlines banned in the EU is available on the following website:  
[http://ec.europa.eu/transport/air-ban/doc/list\\_de.pdf](http://ec.europa.eu/transport/air-ban/doc/list_de.pdf)

### **16. Choice of law and place of jurisdiction**

**16.1** Only German law shall apply to the entire legal and contractual relationship between the customer and SpaDreams (FIT Reisen). If legal action against SpaDreams (FIT Reisen) is taken from outside Germany and German law is not applied to the liability of SpaDreams (FIT Reisen), then German law shall apply exclusively with regards to legal consequences, particularly the type, extent and amount of the claim.

**16.2** The customer can only sue SpaDreams (FIT Reisen) at its headquarters (FIT Reisen GmbH).

**16.3** For legal actions taken by SpaDreams (FIT Reisen) against the customer the place of residence of the customer is decisive. For claims against customers or counterparties of the contracting party, who are commercial representatives, corporate bodies under public or private law or persons whose residence or whose customary domicile is in another country or whose residence or customary domicile is unknown at the time of the complaint, the place of jurisdiction will be the headquarters of SpaDreams (FIT Reisen).

**16.4** The preceding provisions shall not apply in the following circumstances:

- a) If and insofar as there are contractually non-mandatory provisions of international agreements which are applicable to the travel contract between the customer and SpaDreams (FIT Reisen), which benefit the customer
- b) If and insofar as there are contractually non-mandatory provisions in the EU member state to which the customer belongs, which are more favourable to the customer than the following provisions or the corresponding German provisions.

### **17. Other provisions**

- a) The invalidity of individual provisions does not invalidate the entire contract.
- b) All personal data which SpaDreams (FIT Reisen) handles with regards to your holiday is protected from misuse under the Federal Data Protection Act. The Privacy Policy applies, which can be accessed at <https://www.spadreams.com/footer/privacy-policy/>

### **18. Insurance**

Please note that the prices listed on our website do not include travel cancellation insurance (RRV) or additional insurance costs. If you cancel before your departure date you will incur cancellation costs. Interrupting your holiday may result in additional costs, such as return travel. Therefore we recommend taking out travel cancellation insurance.

### **19. Information obligations under § 36 Consumer Dispute Settlement Act (VSBG).**

The European Commission provides a platform for the online settlement of consumer disputes at <http://ec.europa.eu/consumers/odr/>. However, FIT Reisen (SpaDreams) is currently not participating in any voluntary dispute resolution procedure and is not obliged to do so.

### **20. Data Protection**

The privacy policy which can be accessed at following links applies:  
<https://www.spadreams.com/footer/privacy-policy/>

### **Tour Operator:**

**SpaDreams.com**  
**A brand of**  
**FIT Gesellschaft für gesundes Reisen mbH**

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Last updated: May 2018