

General Terms and Conditions of Travel (GTC) for Package Tours of retreats for change GbR (hereinafter "retreats for change")

§ 1 Scope of application

(1) These General Terms and Conditions apply between retreats for change GbR, Dachauer Str. 103, 80335 Munich (hereinafter referred to as "**retreats for change**") and the travel client (hereinafter referred to as "**client**") when concluding a package travel contract.

(2) Deviating GTC of the client are not recognised unless retreats for change expressly agrees to their validity in writing.

(3) The GTC apply irrespective of whether the client is a consumer, entrepreneur or merchant. The client is a consumer insofar as the purpose of the ordered deliveries and services cannot be attributed predominantly to his commercial or self-employed professional activity. On the other hand, an entrepreneur is any natural person or legal entity or partnership with legal capacity that acts in the exercise of its commercial or self-employed professional activity when concluding the contract.

(4) Amendments or supplements to these GTC must be in writing and must be expressly marked as such. If the contracting parties have concluded deviating agreements which have been recorded in writing, these shall take precedence over these GTC.

§ 2 Conclusion of contract and content of contract

(1) By registering in writing, verbally, by telephone or electronically, the travel customer offers retreats for change the binding conclusion of a travel contract on the basis of the tour description, the information on the tour in question in the tour description and these General Terms and Conditions of Travel. In the case of electronic registrations, receipt will be confirmed electronically without delay. The travel customer is obliged to check the correctness of the data in the booking confirmation for the travel service requested by him/her immediately after receipt of the booking confirmation. The travel contract is only concluded upon acceptance of the registration by retreats for change. The travel customer receives the confirmation on a permanent data medium (e.g. by e-mail).

(2) If the content of the declaration of acceptance (travel confirmation) differs from the content of the registration, this constitutes a new offer by retreats for change to which retreats for change is bound for a period of 10 days. The contract is concluded on the basis of this new offer if the travel customer declares acceptance within the binding period or commences the trip without objection.

(3) The travel customer shall be liable for all contractual obligations of fellow travellers for whom he/she makes the travel reservation, as well as for his/her own, insofar as he/she has assumed this obligation by means of an express and separate declaration.

(4) The nature and scope of the services to be provided by retreats for change are determined exclusively by the content of the travel confirmation in conjunction with the brochure/internet prospectus valid for the tour or the tour description with all the information contained therein.

(5) In the case of minors, the travel booking shall be made exclusively by the legal representatives, indicating at least one emergency contact.

§ 3 Payment

(1) A deposit of 20% of the tour price is due after receipt of the tour confirmation with the security certificate. The remaining amount is due 4 weeks before the start of the tour and is to be paid without being asked, provided that the security certificate has been handed over and it is certain that the tour will be carried out, in particular that it can no longer be cancelled in accordance with § 7.

(2) If the travel customer does not pay the due travel price despite a reminder and an appropriate deadline for payment, retreats for change is entitled to withdraw from the contract and to charge the travel customer with withdrawal costs based on § 6 paragraph 2.

§ 4 Changes in performance

(1) retreats for change reserves the right to unilaterally change contractual conditions other than the tour price after conclusion of the contract if the changes are insignificant, do not affect the overall nature of the booked tour and are not brought about in bad faith.

(2) The client shall be informed of this in a clear, comprehensible and prominent manner on a durable data medium (e.g. by e-mail, SMS). The change is only effective if it complies with these requirements and is explained before the start of the journey.

(3) Substantial changes cannot be made without the consent of the travel customer, reference is made to the provisions of §§ 651f and g BGB.

§ 5 Price increase, contract amendments

(1) retreats for change reserves the right to unilaterally increase the agreed tour price after conclusion of the contract if the increase in the tour price results directly from a) an increase in the price for the transport of persons due to higher costs for fuel or other energy sources, b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport charges, or c) a change in the exchange rates applicable to the relevant package tour. The tour price shall be changed in the aforementioned cases to the extent that the increase in the factors mentioned in a) to c) affects the tour price per person.

(2) retreats for change will immediately inform the travel client of the increase on a durable data medium. The price increase is only effective if it meets the stated requirements and the client is informed no later than 20 days before the start of the trip.

(3) The travel customer is entitled to a price reduction if corresponding costs (paragraph 1) decrease or change and this results in lower costs for retreats for change.

(4) Significant changes to the contract and a price increase of more than 8% are only permissible with the consent of the travel customer. retreats for change will inform the travel customer of changes to the contract, including the reasons, on a durable data medium without delay after becoming aware of the reason for the change. retreats for change can demand that the travel customer accepts the offer of a significant change to the contract or a price increase of more than 8% or declares his withdrawal from the contract within a reasonable period of time specified by retreats for change. After expiry of the deadline set by retreats for change, the offer of a significant change to the contract or a price increase of more than 8% is deemed to have been accepted. retreats for change can also offer the travel customer the option of taking part in a substitute trip with the offer of a significant change to the contract or a price increase of more than 8%.

§ 6 Withdrawal by the Client, Trip Interruption

(1) Travel customers can withdraw from the tour at any time before the start of the tour. The date on which the declaration of withdrawal is received by retreats for change is decisive.

(2) If the travel customer withdraws from the package tour contract (cancellation) or does not commence the tour, retreats for change loses the claim to the tour price but may demand reasonable compensation. For this purpose, retreats for change has set the following flat rates for compensation, which are determined according to the period between the declaration of cancellation and the start of the trip, the expected saving of expenses by retreats for change and the expected acquisition through other use of the travel services as a percentage of the price of the trip, depending on the time of the client's cancellation, as follows:

- up to 30. day before departure 40 %;
- 60 % from the 21st day before departure;
- from the 14th day before departure 80 %;
- 90 % of the total price on the day of departure or in the event of non-commencement of the journey.

(3) Travel customers can prove to retreats for change that a significantly lower loss has been incurred than the flat-rate cancellation costs.

(4) Up to the start of the tour, the travel customer can request that a third party take his place in the rights and obligations arising from the package tour contract. retreats for change can object to the entry of the third party if he does not meet the special travel requirements or his participation is contrary to legal regulations or official orders. In the event of a transfer of contract, the original travel customer and the substitute participant are jointly and severally liable for the tour price and the additional costs incurred due to the entry of the third party.

(5) It is recommended to take out travel cancellation insurance and insurance to cover the costs of repatriation, accident, illness or death.

(6) If the client does not make use of individual travel services duly offered by retreats for change as a result of early return, illness or other reasons for which the client is solely responsible, the client shall not be entitled to a pro rata refund of the travel price.

§ 7 Withdrawal by retreats for change if the minimum number of participants is not reached

(1) retreats for change can withdraw from the contract due to failure to reach the specified minimum number of participants if

- ✓ **the minimum number of participants and the time by which the declaration must be received by the travel customer before the contractually agreed start of the journey are stated in the pre-contractual information and travel invitation, and**
- ✓ **reference is made to this information in the travel confirmation.**

(2) Withdrawal on the part of retreats for change must be made by no later than

- 20 days before the start of the trip for a trip duration of more than six days,**
- 7 days before the start of the trip for a trip duration of at least 2 and at most 6 days,**
- 48 hours before the start of the trip for a trip duration of less than 2 days**

to the travel customer before the agreed start of the trip.

(3) Retreats for change can also withdraw from the contract before the start of the contract if

retreats for change is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case retreats for change must declare the withdrawal immediately after becoming aware of the reason for withdrawal. In the event of withdrawal, retreats for change loses the right to the agreed tour price. Payments made by the travel customer will be refunded within 14 days of the withdrawal at the latest.

§ 8 Behaviour of the traveller contrary to the contract

(1) retreats for change is entitled to terminate the travel contract without notice if the travel client, despite a warning, behaves in breach of contract to such an extent that a continuation of the contractual relationship until the agreed termination or the expiry of a notice period is unreasonable for retreats for change. This is particularly the case if the travel client endangers himself/herself or other persons travelling with him/her or employees of retreats for change through his/her behaviour, violates the house rules or other requirements of third parties in connection with the trip or repeatedly disobeys instructions from retreats for change despite a warning.

(2) If retreats for change extraordinarily terminates the contractual relationship in such a case for a reason for which the travel client is responsible, the travel client is nevertheless obliged to pay the agreed remuneration by way of compensation. retreats for change must take into account the value of saved expenses and, if applicable, reimbursements by service providers or similar benefits that it obtains from the alternative use of the service not used.

(3) Any additional costs for return transport shall be borne by the travel customer.

§ 9 Warranty

(1) If travel services are not provided in accordance with the contract, the travel customer is entitled to the statutory warranty rights. In the event of service disruptions, the travel customer is obliged to cooperate within the framework of the statutory provisions in order to avoid or minimise any damage. In particular, the travel customer is obliged to inform the local tour guide, retreats for change or the travel agent immediately of any complaints.

(2) If the travel customer culpably fails to report a defect, there is no entitlement to a reduction in price or compensation if retreats for change was unable to provide a remedy due to the failure to report the defect. This only does not apply if the notification is recognisably futile or is unreasonable for other reasons.

(3) In the event of significant impairment of the trip as a result of a defect, the travel customer may terminate the package travel contract in accordance with § 651I BGB. However, termination of the package tour contract by the travel customer is only permissible if retreats for change does not provide a remedy after the travel customer has set a reasonable deadline for this. A deadline does not need to be set if the remedy is impossible, is refused by retreats for change or if the immediate termination is justified by a special interest of the travel customer.

(4) Warranty claims are subject to a limitation period of two years. The limitation period shall begin on the day on which the package tour should end according to the contract.

(5) The assignment of claims of the travel customer against retreats for change to third parties is excluded. This prohibition does not apply in the case of a family trip among accompanying family members.

§ 10 Liability

(1) The contractual liability of retreats for change for damages other than bodily injury is limited to three times the tour price, insofar as damage is not culpably caused by retreats for change.

(2) Excursions, transport services, sports activities and rental cars offered by the local tour guide in his own organisation or by other persons in their own organisation at the holiday destination and booked locally are not part of the package tour contract between the travel customer and retreats for change. retreats for change is not liable for these.

(3) A claim for damages against retreats for change is limited or excluded to the extent that, on the basis of international agreements or statutory provisions based on such agreements and applicable to the services to be provided by a service provider, a claim for damages against the service provider that only arises or can only be asserted under certain conditions or limitations or is excluded under certain conditions. Reference is made to the statutory provisions of § 651p II BGB.

§ 11 Passport, visa and health requirements

(1) retreats for change informs the travel customer prior to conclusion of the contract about general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas as well as health formalities (e.g. vaccinations and certificates required by the police) that are necessary for the trip and the stay.

(2) The travel customer is responsible for complying with all passport, visa and health regulations that are important for the execution of the journey.

§ 12 Data protection

(1) The travel client expressly agrees to the electronic data processing of his/her personal data within the framework of the following regulations. Client data will be treated with absolute confidentiality. The client's data provided will be used exclusively for the professional execution of the service. The data will not be passed on to third parties.

(2) The separate data protection provisions on the homepage of retreats for change under the following link apply: <https://www.retreatsforchange.com/en/datenschutzerklärung>

§ 13 European Dispute Resolution

(1) We refer to the online dispute resolution pursuant to Art. 14 (1) ODR Regulation: The European Commission provides a platform for online dispute resolution (OS), which you can find at <https://ec.europa.eu/consumers/odr> . Here you can enter into the out-of-court settlement of consumer disputes arising from online contracts.

(2) We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board.

§ 14 Choice of law and place of jurisdiction

(1) The contract and the legal relationship between the travel customer and retreats for change shall be governed exclusively by German law.

(2) Insofar as German law is not applied to the cause of liability in the event of legal action by the travel client against retreats for change abroad, German law shall apply exclusively with

regard to the legal consequences, for example with regard to the nature, scope and amount of claims by the travel client.

(3) The place of jurisdiction of retreats for change is the registered office in Munich.

(4) The place of residence of the travel customer is decisive for legal action by retreats for change against the travel customer, unless the action is directed against registered traders or persons who do not have a general place of jurisdiction in Germany, or against persons who have moved their place of residence or habitual abode abroad after conclusion of the contract, or whose place of residence or habitual abode is unknown at the time the action is brought. In these cases, the registered office of retreats for change is decisive.

(5) The agreements shall not apply if anything to the contrary results in favour of the travel customer from non-derogable provisions of international agreements applicable to the package travel contract between the travel customer and retreats for change or if and insofar as non-derogable provisions applicable to the package travel contract in the EU member state to which the travel customer belongs are more favourable to the travel customer than the provisions in these GTC or the applicable German regulations.