

YOGAdelight

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1. Scope

1.1. These General Terms and Conditions (GTC) apply to the realisation of courses, workshops, seminars, retreats and other events (hereinafter referred to as “**Yogaretreat**”) by the organizer Claudia Müller-Ostenried (hereinafter referred to as: “**YOGAdelight**”) regardless of the venue of the booked Yogaretreats.

1.2. The following conditions regulate the booking of Yogaretreats.

1.3. The participant can only directly book the accommodation with the specified seminar hotel, as this hotel bears the sole responsibility for the agreed contractual services for the accommodation.

1.4. YOGAdelight is solely responsible for the organisation and implementation of the Yogaretreats. YOGAdelight is not a tour operator and is not a travel agent.

2. Website operator and partners

Your contractual partner is

Claudia Müller-Osterried

YOGAdelight

Regerstr. 9

85653 Aying

Telephone: +49 (0)8095 871772

Fax: +49 (0)8095 871773

E-Mail: info@yogadelight.de

3. Minimum Age

3.1. The minimum age for the booking of and participation in the Yogaretreats offered by YOGAdelight is 18.

3.2. The participation of children and youngsters must be clarified in advance with YOGAdelight, and in the case of consent by YOGAdelight a parent or guardian must accompany the minor.

4. Offer, Acceptance, Conclusion of Contract

4.1. The Yogaretreat descriptions on the Internet website www.yogadelight.de provide a legally binding offer (Offer).

4.2. By clicking on the button "Charge/Buy Now" the participant enters into a binding offer of the items in the cart (Acceptance).

4.3. Before making payment the participant can, at any time, correct any entry errors in the order process and in the cart by removing individual items, deleting the entire cart or correcting entry errors. The participant can also cancel the order process at any time.

4.4. The paid order of the participant represents the acceptance of the offer and thus also represents the purchase contract.

4.5. The participant, after accepting the YOGAdelight offer by placing an order, will receive a confirmation by email. In this email the details of the order and payment are listed, and the invoice is also attached in the email (order confirmation).

4.6. The content of the contract depends on the contents of the order confirmation and these general terms and conditions.

5. Contractual Language and Storage of the Contract

5.1. The contracts may be concluded in German and, for international courses, in English.

5.2. The participant can view the General Terms and Conditions of YOGAdelight on the website www.yogadelight.de under the section "GT&C". The document can be both printed and viewed.

5.3. The contract in the confirmation email will be saved by YOGAdelight. This contract is available upon request to the participant.

6. Course Fee Payment

6.1. Participants book the Yogaretreat via the website of YOGAdelight. The purchase price is due immediately upon booking. The prices indicated on the website are final prices and include the currently applicable VAT.

6.2. We offer the following payment methods: credit cards, SEPA direct debit via PayPal Express, and PayPal Plus. Via PayPal Plus a payment via PayPal is possible for those who do not have a PayPal account.

6.3. In the case of a credit card purchase, the credit card will be charged within the regular credit card time limits.

7. Rights and Obligations of the Participant

7.1. The participant is obliged to provide comprehensive and truthful information about his or her personal data. The participant is obliged to promptly provide updated information upon changes in his contact data such as email address, name, address and telephone number.

7.2. The participant must, individually and at their own expense, meet the required conditions for participation in the Yogaretreat. This is especially the case for booking transport, accommodation and meals.

7.3. The participant is obliged to book accommodation in the specified seminar hotel. Participation in the Yogaretreat is only possible when accommodation is booked at the specified seminar hotel, unless indicated otherwise in the offer.

7.4. The participant should note that YOGAdelight expressly advises against the booking of third party services (such as travel, railway reservations, flights, accommodation or an alternative program) until the cooling-off period of at least 3 weeks before the start of the course in case of a failure to achieve the minimum number of participants, unless the participant has been expressly informed by YOGAdelight before this date that the minimum number of participants has been reached.

7.5. Participation in a Yogaretreat is based on the assumption of normal mental and physical ability. If the participant is receiving medical or psychotherapeutic treatment they are obliged to discuss the participation with the respective physician or therapist.

7.6. At the start of the course the participant is obliged to inform both YOGAdelight and the yoga instructor of any physical or mental limitations or complaints.

7.7. Participants can make no claim regarding which instructor will carry out the Yogaretreats. In the event of an unforeseen change in the announced instructor, for example due to illness or other circumstance, YOGAdelight may provide a substitute instructor for the booked retreat. The exchange of yoga instructors does not give the participants the right to withdraw from or terminate the contract.

8. Rights and Obligations of YOGAdelight

8.1. The scope of the services to be provided by YOGAdelight are strictly limited to the implementation of the Yogaretreat. Additional services are not the responsibility of YOGAdelight. In particular, YOGAdelight does not provide or procure any services in connection with the arrival and departure (travel), board and lodging, or the hotel stay of the participant.

8.2. YOGAdelight is entitled to change the timing or content of a retreat, or to omit individual components of a retreat as long as the goal and overall objective of the retreat remains unchanged.

8.3. A few weeks before the start of the retreat YOGAdelight is entitled to send the participant an information email with the summarized details for the Yogaretreat. In this email the participant will also be informed of any materials such as yoga mats are to be provided by the participant themselves or will be made available at the venue.

8.3. YOGAdelight is entitled to use other than announced instructors for the implementation of the Yogaretreat in the case where an announced instructor is no longer available for reasons that are beyond YOGAdelight's responsibility. This is especially in the case of illness or other personal incapability of the announced instructor.

8.4. In the event of failure to reach the minimum amount of participants for a course, YOGAdelight is obliged to inform the participant at least 3 weeks before the start of the course. In such a case YOGAdelight is obliged to immediately reimburse the participant for the paid course fee.

8.5. In the event of failure to reach the minimum amount of participants for a course, the seminar hotel will allow the participant to cancel the separate hotel booking within a certain amount of time without any cost. YOGAdelight is not obliged to reimburse the participant for any other cancellation or booking fees for any other transport or accommodation services.

8.6. YOGAdelight expressly recommends to not book additional services such as travel services by third parties such as arrival and departure (travel), board and lodging, or the hotel stay before the end of the withdrawal period of at least three weeks before the start of the course in case of failure to reach the minimum amount of participants, unless YOGAdelight has expressly informed the participant before this date that the minimum number of participants has been reached.

8.7. In the case where a Yogaretreat cannot take place for reasons other than that the minimum number of participants has not been reached, and if these are through no fault of YOGAdelight, then YOGAdelight will immediately inform the participants and reimburse the paid course fee. No further claims can be made by the participants. YOGAdelight is not obliged to compensate the participants for any cancellation or rebooking costs for paid transportation and hotel services.

9. No Right of Withdrawal for Yogaretreats

There is no right of withdrawal for consumers in accordance with § 312g Abs. 2 S. 1 Nr. 9 BGB. The booking of a Yogaretreat is a service related to a leisure activity. In accordance with § 312g Abs. 2 Nr. 9 BGB there is no right of withdrawal for such services.

10. Right of Cancellation in Case of Failure to Achieve Minimum Number of Participants, Right of Withdrawal for YOGAdelight

10.1. The Yogaretreats offered by YOGAdelight will only take place if the minimum number of participants indicated in the offer is achieved by the specified period of withdrawal. The minimum number of participants and the date by which the notice of withdrawal must be received can be found in the offer description on the YOGAdelight website and in the confirmation email.

10.2. If the indicated minimum number of participants is not achieved, YOGAdelight can withdraw from the contract up to 3 weeks before the start of the retreat in case of the following:

in the offer description YOGAdelight numerically indicated the minimum number of participants and the latest date by which a participant's withdrawal of the contract should be received in accordance with the stipulated start of the retreat in the contract.

and

in a confirmation email YOGAdelight has clearly stated the minimum number of participants and the latest date for withdrawal by making reference to this information in the offer description.

10.3. YOGAdelight will immediately reimburse the participant's course fee.

10.4. No further claims can be made by the participant. YOGAdelight is especially not obligated to reimburse the participant for any other cancellation or (re) booking fees for any transport or accommodation services.

11. Short Notice Cancellation by YOGAdelight

YOGAdelight reserves the right to postpone or cancel the Yogaretreat for reasons that are beyond the control of Yogadelight. In particular, this can be in case the announced yoga instructor is prevented from teaching due to illness and no other instructor is available to replace him or her, or by force majeure that poses a risk to or affects the implementation of the retreat. In such a case the participant will immediately be reimbursed for the course fee. No further claims can be made by the participant. YOGAdelight is especially not obligated to reimburse the participant for any other cancellation or (re) booking fees for any transport or accommodation services.

12. Cancellation by Participant – Cancellation Costs

Before the start of the retreat the participant may at any time cancel the contract with YOGAdelight. If the participant cancels the contract YOGAdelight may demand a flat-rate compensation. This will not be in case the cancellation is represented by YOGAdelight, or in the case of force majeure. The compensation will be calculated from the time the participant's cancellation was received, and in accordance with the following percentages of the course fee:

Up to 57 days before the start of the course: 30 % of the course fee

56 days to 29 days before the start of the course: 60 % of the course fee

28 days to 15 days before the start of the course: 80 % of the course fee

14 days to 0 days before the start of the course: 100 % of the course fee

The participant maintains the right to prove that no or a lesser claim can be made than the compensation required by YOGAdelight.

13. Substitute Participants

Up to the start of the booked Yogaretreat the participant can appoint a substitute participant who will take over the rights and obligations of the contract. YOGAdelight may object to the substitution of a participant in the case where such a substitution causes additional costs, or if the substitute does not fulfil the special requirements of the Yogaretreat, or if domestic/foreign legal regulations preclude the participation. The participant and the substitute participant are liable as joint debtors to YOGAdelight.

14. Cancellation Rights; Cancellation due to Special Circumstances

14.1. The statutory rights of withdrawal for both parties are valid.

14.2. The short-term replacement of the announced instructor by YOGAdelight does not entitle the participant to withdraw or terminate the contract.

14.3. If the implementation of the Yogaretreat is not possible due to force majeure which was not foreseeable at the time of contract, or if the force majeure significantly impedes, endangers or impairs the Yogaretreat, then both the participant and YOGAdelight may terminate the contract. The mutual rights and obligations ensue from legal regulations.

14.4. YOGAdelight can terminate the contract for cause before the start of a retreat and during the retreat in compliance with the statutory provisions (§ 314 BGB). An important reason for the termination may be if the retreat is seriously disrupted or endangered by (a) participant(s) even after severe warnings do not stop the disruption. The termination by YOGAdelight can also be communicated by YOGAdelight representatives as they have full authorisation to do so.

15. Liability

15.1. YOGAdelight has unlimited liability for the damages from injury to life, limb or health which are due to a negligent dereliction of duty on the part of YOGAdelight. Furthermore, YOGAdelight is liable for other damages due to intentional or gross neglect of duty by YOGAdelight. A neglect of duty by YOGAdelight includes a legal representative or agent of YOGAdelight.

15.2. YOGAdelight is liable for ordinary negligence, except in the case of injury to life, limb or health, only if essential contractual obligations (cardinal obligations) are breached. Liability in the case of a breach of an essential contractual obligation is, in this case, limited to the contract's typical and foreseeable damage.

15.3. YOGAdelight is not liable for participant claims with regards to their contractual obligations to the seminar hotel. This also applies for any claims made by a participant resulting from a cancellation of the hotel booking due to a cancellation of the Yogaretreat by YOGAdelight.

15.4. YOGAdelight is not liable for the services provided by third parties, in particular for travel services offered by third parties, or for third party services that were merely offered.

16. Consent for Image and Video Recordings

16.1. YOGAdelight reserves the right to make image and video recordings during the Yogaretreat for the use and publication of such recordings on its own website and on its own social media, as well as in communication to third party partners of YOGAdelight (instructors, conference hotels and so forth). These third parties may then also use and publish these recordings for their websites and in their social media for advertising and service description purposes.

16.2. In accordance with section 16.1 of these Terms and Conditions the participant hereby agrees with the image and video recordings.

16.3. The participant may withdraw his or her consent to the image and video recordings by notifying the person making the recordings on-site.

17. Applicable Law, Jurisdiction

17.1. German law is applicable with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2. If the customer is a merchant, a legal person subject to public law, someone with assets regulated by public law, Munich (district Landgericht München I) is the single place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.