General Terms and Conditions of Travel (GTCT)

Indigourlaub GmbH | Ecklweg 4, A-4040 Linz
As of: April 2026

Because plans sometimes change, we would like to inform you in advance about our General Terms and Conditions of Travel (GTCT). As cancellation fees can be considerable, particularly in the event of short-term impediments, we expressly recommend taking out travel insurance that includes cancellation cover. Our team will be happy to advise you on this.
These General Terms and Conditions of Travel apply in conjunction with the Austrian Package Travel Act (PRG) pursuant to Directive (EU) 2015/2302. Information can be found at: www.justiz.gv.at/pauschalreisegesetz
The law actually applicable to the individual contract, and thus also to the General Terms and Conditions of Travel, shall be determined in accordance with clause *F. Place of Jurisdiction and Applicable Law*.

A. General Contractual Provisions – Indigourlaub as Tour Operator

The following provisions form the basis of the travel contract concluded by the booking party with Indigourlaub as tour operator, either directly or through an intermediary. The tour operator generally acknowledges these General Terms and Conditions of Travel.

1. Booking and Conclusion of Contract

The travel contract is concluded by e-mail or by post between the booking party and the tour operator as soon as Indigourlaub confirms the booking in writing (booking confirmation/invoice). This gives rise to rights and obligations for both contracting parties. The submission of the booking form available online does not constitute a legally binding offer. No contract is concluded directly as a result thereof.

2. Change of Traveller

A change of traveller is possible provided that the substitute person fulfils all conditions for participation, and may be effected in two ways:

2.1 Assignment of the Claim to Travel Services
The obligations of the booking party under the travel contract remain in force if the booking party assigns all or individual claims arising from this contract to a third party. In this case, the booking party shall bear any additional costs resulting therefrom.

2.2 Transfer of the Travel Arrangement
If the customer is prevented from commencing the travel arrangement, the customer may transfer the contractual relationship to another person. The transfer must be notified to the tour operator either directly or via the intermediary within a reasonable period prior to the date of departure. The transferor and the transferee are jointly and severally liable for any outstanding remuneration as well as for any additional costs arising from the transfer. Name-change fees amount to EUR 75.00 per traveller and per change; in the case of flights, this fee may be higher and will be charged according to the actual amount incurred.

3. Contents of the Contract, Information and Other Ancillary Services

In addition to the duty to provide information regarding passport, visa and public-health entry requirements, the tour operator shall provide sufficient information about the services it offers. The service descriptions on the website available online at the time of booking, as well as the further information contained therein, form part of the travel contract, unless different arrangements have been agreed upon booking. It is strongly recommended to record any such arrangements in writing.
It is deemed to be known that, as a rule, a valid passport is required for travel abroad. Otherwise, the customer is personally responsible for compliance with the relevant entry and health regulations.

4. Travel Involving Particular Risks

In the case of travel involving particular risks (e.g. trekking trips), the tour operator shall not be liable for consequences arising from the materialisation of such risks where these occur outside the operator's sphere of responsibility. This shall not affect the tour operator's obligation to prepare the trip with due care and to carefully select the persons and enterprises entrusted with the performance of the individual travel services.

5. Duties of the Traveller

By registering for the Indigourlaub programmes, the customer warrants that he or she feels capable of participating in the sometimes intense group processes and is prepared to assume personal responsibility for his or her physical and mental condition. It is incumbent on the customer, prior to the trip – where appropriate, by consulting qualified medical advice – to assess, or have assessed, whether participation in the courses is compatible with his or her respective physical and mental condition. Participation in the individual programmes and activities takes place at the customer's own responsibility and discretion.

6. Liability

6.1 Warranty

In the event of services not rendered, or rendered defectively, customers shall have a warranty claim. Customers agree that, in lieu of the claim to rescission or price reduction, the tour operator may, within a reasonable period, render a non-defective service or remedy the defective service. Remedial action may take the form of rectifying the defect or providing a substitute service of equal or higher value, subject to the express consent of the customer.

6.2 Compensation for Damages

If the tour operator or its vicarious agents culpably breach the obligations incumbent on the tour operator under the contractual relationship, the tour operator shall be obliged to compensate the customer for the resulting damage. Insofar as the tour operator is liable for persons other than its employees, the tour operator shall – except in cases of personal injury – be liable only if it fails to prove that such persons are guilty of neither intent nor gross negligence.

Loss or misplacement of items during the trip:
Save in cases of intent and gross negligence, the tour operator shall not be liable for items that are not customarily taken along, unless the operator has taken such items into safekeeping with knowledge of the circumstances. Customers are therefore advised not to bring items of particular value.

6.3 Notification of Defects

The customer shall notify any defect in the performance of the contract that he or she discovers during the trip to a representative of the tour operator without undue delay. This includes, in particular, contact persons at the hotel as well as the programme leaders

of the respective trip. Failure to provide such notification shall not affect the customer's warranty claims, but may be attributed to him or her as contributory fault and may accordingly reduce any claims for damages.

7. Changes to Programme and Programme Management

The correction of errors, misprints and miscalculations is reserved. Changes to the travel programme for technical reasons or on grounds of force majeure are reserved.
Only the prices and conditions displayed on the internet shall apply. There is no entitlement to the presence of the programme leader named. This leader may be replaced by another programme leader.

8. Withdrawal by the Tour Operator Prior to Commencement of the Trip

Indigourlaub is entitled to withdraw from the travel contract prior to commencement of the trip if:

- unavoidable and extraordinary circumstances arise that significantly impair the performance of the trip or the carriage of the travellers to the destination (e.g. natural disasters, acts of war, serious security situations, epidemics or official orders). Indigourlaub shall notify the customer of the withdrawal without undue delay, and in any case prior to commencement of the trip; or
- the minimum number of participants required to carry out the trip is not reached, provided that such minimum number is expressly stated in the contract or in the travel description. In this case, Indigourlaub shall declare its withdrawal within the following periods: for trips of more than six days, no later than 20 days prior to commencement of the trip; for trips between two and six days, no later than seven days prior to commencement of the trip; for trips of less than two days, no later than 48 hours prior to commencement of the trip.

In the event of withdrawal pursuant to this clause, Indigourlaub shall fully refund to the customer all payments made. In these cases, there shall be no entitlement to further compensation for damages.

9. Changes to Services Prior to Commencement of the Trip

Indigourlaub reserves the right to make insignificant changes to the contents of the contract prior to commencement of the trip, provided this is necessary on objectively justified grounds. Insignificant changes are minor deviations that do not materially impair the overall character, duration or quality of the booked trip. The customer shall be informed of such changes without undue delay by e-mail.
If Indigourlaub is compelled to make a significant change to essential characteristics of the travel service, or if a customer requirement expressly confirmed by the tour operator cannot be fulfilled, the customer shall be entitled:

- to consent to the proposed changes within a reasonable period set by Indigourlaub;
- to participate in a substitute trip of equivalent or higher standard offered, if such a trip is offered; or
- to withdraw from the contract without payment of a cancellation fee and to demand a full refund of all payments made.

In such cases, Indigourlaub shall inform the customer clearly and comprehensibly about the nature of the change, the period set for declaration, as well as any substitute trip and its price. Indigourlaub shall set a reasonable period that takes into account the

circumstances of the individual case. If the customer does not make a declaration within this reasonable period, this shall be deemed to constitute consent to the changes.

10. Withdrawal by the Tour Operator After Commencement of the Trip

Indigourlaub shall be released from its obligation to further perform the contract if a traveller persistently disrupts the proper conduct of the trip through grossly improper conduct and continues such conduct despite a warning. Grossly improper conduct exists, in particular, in the case of:

- harassment, threats or insults directed at other travel participants, the programme leader or the staff;
- significant disruption of the group atmosphere or of the programme schedule;
- disregard of house rules, safety regulations or instructions of the programme leader;
- unauthorised sale or offering of products, services or other offers to fellow travellers (see clause 11).

In such cases, Indigourlaub is entitled to exclude the traveller from further participation. If the traveller is at fault, he or she shall be obliged to compensate Indigourlaub for the resulting damage. There shall be no entitlement to a refund of travel services already rendered in such cases.

11. Prohibition on the Sale of Products During the Trip

Any sale, offering or active promotion of products, services, courses, seminars or other proprietary offers to other travel participants is prohibited throughout the entire duration of the trip. This shall apply to both direct and indirect sales activities, irrespective of whether they are carried out for remuneration or free of charge.
This prohibition serves to protect the retreat character of the trips and the undisturbed atmosphere of recuperation and personal development for all participants. Violations of this prohibition may be deemed grossly improper conduct within the meaning of clause 10 and may lead to exclusion from further participation.

B. General Contractual Provisions – Indigourlaub as Intermediary (Group Travel)

The following provisions form the basis for the intermediation by Indigourlaub between the tour operator (contracting partner) and the customer. As intermediary, Indigourlaub establishes a direct contractual relationship between the individual customer and the tour operator.

1. Booking and Conclusion of Contract

The intermediation is concluded by e-mail or by post between the booking party and Indigourlaub as soon as Indigourlaub confirms the booking in writing (booking confirmation/invoice). This gives rise to rights and obligations for all contracting parties.

2. Change of Traveller

A change of traveller is only possible with the consent of the tour operator (contracting partner). If the tour operator grants its consent, a change may be effected in the following ways:

2.1 Assignment of the Claim to Travel Services

The obligations of the booking party under the travel contract remain in force if the booking party assigns all or individual claims arising from this contract to a third party. In this case, the booking party shall bear any additional costs resulting therefrom.

2.2 Transfer of the Travel Arrangement
If the customer is prevented from commencing the travel arrangement, the customer may transfer the contractual relationship to another person. The transfer must be notified to the intermediary either directly or via the tour operator within a reasonable period prior to the date of departure. The transferor and the transferee are jointly and severally liable for any outstanding remuneration as well as for any additional costs arising from the transfer. Name-change fees amount to EUR 75.00 per traveller and per change; in the case of flights, this fee may be higher and will be charged according to the actual amount incurred.

3. Contents of the Contract, Information and Other Ancillary Services

In addition to the duty to provide information regarding passport, visa and public-health entry requirements, the intermediary shall provide sufficient information about the services offered.
It is deemed to be known that, as a rule, a valid passport is required for travel abroad. Otherwise, the customer is personally responsible for compliance with the relevant entry and health regulations.

4. Travel Involving Particular Risks

In the case of travel involving particular risks (e.g. trekking trips), the intermediary shall not be liable for consequences arising from the materialisation of such risks where these occur outside the intermediary's sphere of responsibility.

5. Liability

5.1 Warranty
In the event of services not rendered, or rendered defectively, customers shall have a warranty claim against the tour operator (contracting partner). The intermediary shall be liable only for defects arising from the intermediation activity, but not for defects arising from the contract concluded with the contracting partner.

5.2 Compensation for Damages
If the intermediary or its vicarious agents culpably breach the obligations incumbent on the intermediary under the contractual relationship, the intermediary shall be obliged to compensate the customer for the resulting damage. Insofar as the intermediary is liable for persons other than its employees, the intermediary shall – except in cases of personal injury – be liable only if it fails to prove that such persons are guilty of neither intent nor gross negligence.

5.3 Notification of Defects
The customer shall notify any defect in the performance of the contract that he or she discovers during the trip to a representative of the tour operator (contracting partner) without undue delay. Notification to the intermediary shall be equivalent to notification to the tour operator. Failure to provide such notification shall not affect the customer's warranty claims, but may be attributed to him or her as contributory fault and may accordingly reduce any claims for damages.

6. Changes to Programme and Programme Management

The correction of errors, misprints and miscalculations is reserved. Changes to the travel programme for technical reasons or on grounds of force majeure are reserved.

7. Duty of Communication of the Intermediary

The intermediary is obliged to pass on to the customer, without undue delay, information received from the tour operator. The same shall apply to information provided to the intermediary by the customer and intended for the tour operator.

8. Intermediation of Hotel Services

Where the matter concerns merely the intermediation of a hotel service, the service arranged by Indigourlaub does not constitute a package trip within the meaning of the European Package Travel Directive. Accordingly, the customer cannot assert, vis-à-vis Indigourlaub, any rights in respect of the arranged travel service that apply exclusively to package trips. This shall not affect the contractual relationship between the customer and the tour operator (contracting partner), which may give rise to a package trip if the statutory conditions are met.

C. Payment, Booking and Withdrawal

Unless otherwise stated, and with the exception of clause 1 *Note on Payments and Protection of Customer Funds*, this section applies both to package trips organised by Indigourlaub as tour operator and to intermediated trips in which Indigourlaub, acting as travel agency, establishes a contractual relationship between the customer and the contracting partner.
In accordance with the written or in-person booking, customers shall receive a confirmation/invoice from Indigourlaub together with a booking number.
Upon receipt of the invoice, a deposit of 20% of the package price is to be transferred to the Indigourlaub bank account stated on the invoice (see clause 1). For flights, payment of the total amount is due at the time of booking. The balance payment is due from 20 days prior to the date of travel onwards. For short-notice bookings (14 days or less prior to the date of travel), the total price is to be paid upon receipt of the invoice. The premium for travel insurance is to be transferred in full in addition to the deposit; insurance cover commences upon payment of the premium. The travel documents will be sent 7 to 10 days prior to the date of travel by e-mail, provided that the total travel price has been paid. If dispatch of the documents by post is desired, this must be expressly indicated.

1. Note on Payments and Protection of Customer Funds

In accordance with the Austrian Travel Agency Security Regulation (RSV), customer funds for package trips of the tour operator Indigourlaub are protected under the following conditions: The deposit is made no earlier than eleven months before the agreed end of the trip and amounts to 20% of the travel price. The balance payment is made no earlier than 20 days before the commencement of the trip – step by step against handover of the travel documents. Any deposits or balance payments made in excess of this or made prematurely are not protected. The insurer is Raiffeisenbank Region Vöcklabruck (bank guarantee no. 269/2017). In the event of insolvency, all claims must be submitted within 8 weeks directly to the competent insolvency administrator AWP P&C S.A., Branch for Austria, Hietzinger Kai 101–105, A-1130 Vienna (fax: +43 1 52503-999, e-mail: vertragsverwaltung@allianz-assistance.at).
For pure intermediation activities, there is no protection of customer funds.

2. Withdrawal with Cancellation Fee

All cancellations must be made in writing (by post or e-mail). For hotels and package trips, the following cancellation fees shall apply:

- Cancellation up to the 30th day prior to commencement of the trip: 20%

- Cancellation from the 29th day up to the 20th day prior to commencement of the trip: 30%
- Cancellation from the 19th day up to the 10th day prior to commencement of the trip: 50%
- Cancellation from the 9th day up to the 4th day prior to commencement of the trip: 70%
- From the 3rd day (72 hours) up to 30 hours prior to commencement of the trip: 85% of the travel price
- From 30 hours prior to commencement of the trip and in case of no-show: 95% of the travel price

A no-show occurs when customers fail to appear for the journey.
Flight bookings: In the case of flights, the cancellation fee may, irrespective of the time of cancellation, amount to up to 100%. Any refund shall be made in accordance with the conditions of the airline, less a cancellation and processing fee of EUR 75.00 per traveller.

3. Rebookings

A rebooking – i.e. any subsequent change of the travel date, destination or mode of transport at the traveller's request – is, as a matter of principle, not possible as a mere amendment. As Indigourlaub reserves the booked capacities with hotels and service providers on a binding basis, the cancellation fees pursuant to clause 2 *Withdrawal with Cancellation Fee* shall apply to every rebooking.
Goodwill arrangement: If the hotel or service provider grants a goodwill solution in an individual case and permits a rebooking without full cancellation, Indigourlaub shall charge a flat-rate administrative surcharge of EUR 75.00 per traveller and per rebooking for the associated administrative effort. There is no legal entitlement to such a goodwill solution.

4. Substitute Traveller

Up to the commencement of the trip, a traveller may be replaced by another person, provided this is technically possible from a booking perspective (note: special conditions apply to flight bookings). Name-change fees of EUR 75.00 per traveller and per change shall be borne by the customer. In the case of flights, this fee may be higher and will be charged according to the actual amount incurred.

D. Contracts with Business Customers (B2B)

This section applies exclusively to contracts between Indigourlaub and commercially acting clients (business customers) – in particular, external yoga, meditation or course instructors as well as other entrepreneurs within the meaning of Section 1 of the Austrian Consumer Protection Act (KSchG) – who rent room or venue contingents for the purpose of carrying out their own retreat or course offerings for their participants (hereinafter: group leader).
The Austrian Consumer Protection Act (KSchG) as well as the Austrian Package Travel Act (PRG) shall not apply to B2B contracts pursuant to this section, provided that both contracting parties act as entrepreneurs within the meaning of Section 1 KSchG.

1. Subject Matter of the Contract and Role of Indigourlaub

Indigourlaub shall make accommodation capacities (rooms, seminar rooms, common areas) available to the group leader at its own retreat centres or at partner hotels. Unless otherwise stipulated in the individual contract, Indigourlaub acts in these cases

exclusively as service provider within the meaning of the provision of a hotel service vis-à-vis the group leader. The contractual relationship therefore exists between Indigourlaub and the group leader.
Where stipulated in the group contract, Indigourlaub acts as intermediary between the individual customer and the group leader upon booking of the trip by the individual customer. Indigourlaub thereby acts as intermediary within the meaning of section *B. General Contractual Provisions – Indigourlaub as Intermediary (Group Travel)*.
Indigourlaub does not act as tour operator vis-à-vis the course participants of the group leader and assumes no responsibility under travel contract law towards such persons. Claims arising from travel defects, from the travel programme or from the relationship between the group leader and its participants are directed exclusively against the group leader(s) and not against Indigourlaub.

2. Conclusion of Contract

The B2B contract is concluded upon written order confirmation by Indigourlaub. Verbal collateral agreements require written confirmation by Indigourlaub in order to become effective. The group leader is obliged to check the booking confirmation for correctness and to object to any discrepancies in writing without undue delay.

3. Payment Terms

Upon signing of the group contract, Indigourlaub shall invoice the agreed deposit, which is to be paid promptly upon receipt of the invoice.
The fixed rooms or, where applicable, the cancellation fee shall be invoiced 14 days prior to arrival. The invoice must be paid at the latest prior to arrival; failing this, Indigourlaub reserves the right to refuse arrival to the organiser and the individual customers.
Payment shall be made by bank transfer to the following account:
AT29 3471 0000 0236 3869
Raiffeisenbank Vöcklabruck
Indigourlaub GmbH

4. Withdrawal by the Group Leader

Cancellations must be made in writing (by post or e-mail). Decisive shall be the receipt of the cancellation declaration by Indigourlaub. The same cancellation deadlines as for private customers pursuant to section *C.2 Withdrawal with Cancellation Fee* shall apply:

- Cancellation up to the 30th day prior to commencement: 20% of the total remuneration
- Cancellation from the 29th day up to the 20th day prior to commencement: 30%
- Cancellation from the 19th day up to the 10th day prior to commencement: 50%
- Cancellation from the 9th day up to the 4th day prior to commencement: 70%
- From the 3rd day (72 hours) up to 30 hours prior to commencement: 85%
- From 30 hours prior to commencement and in case of no-show: 95% of the total remuneration

Rebookings are subject to the same provisions as set forth in section C.3. In the case of goodwill solutions by the service provider, a flat-rate administrative surcharge of EUR 75.00 per traveller shall be charged. There is no legal entitlement to a goodwill solution.

5. Withdrawal by Indigourlaub

If Indigourlaub withdraws on grounds of force majeure or by reason of other circumstances not attributable to the fault of Indigourlaub, all payments made shall be refunded within 30 days. There shall be no entitlement to any further compensation for

damages – this shall include, among other things, frustrated expenses, lost profits or claims by individual customers against the group leader. In particular, owing to the absence of fault, Indigourlaub shall not be obliged to provide compensation for the portion of the programme that the individual customers book directly with the group leader.

6. Obligations and Liability of the Group Leader

The group leader is the sole contact person for his or her course participants and bears full responsibility for:

- the proper conduct of his or her own course and travel programme;
- the fulfilment of all obligations under travel contract law, consumer protection law and tax law vis-à-vis his or her own participants;
- ensuring that the participants are informed of all relevant information (travel conditions, health requirements, programme contents);

The group leader shall indemnify and hold Indigourlaub harmless from and against any and all claims of third parties – in particular of his or her own course participants – arising in connection with the conduct of the group offering and not based on culpable conduct by Indigourlaub.

7. Liability of Indigourlaub in the B2B Relationship

The liability of Indigourlaub vis-à-vis the group leader is limited to the provision of the agreed accommodation and venue capacities in accordance with the contract. Indigourlaub shall not be liable for damages arising from the group leader's course or travel programme, from the conduct of the course participants or from circumstances beyond Indigourlaub's sphere of influence. In the case of slight negligence, the liability of Indigourlaub shall be limited to the foreseeable damage typical of the contract.
In the event of defective performance of this contract, Indigourlaub shall be informed without undue delay. Failure to comply with this duty of information shall result in a reduction of claims based on the defective performance.
No claims against Indigourlaub GmbH or the respective hotel/retreat centre may arise from contracts between the group leader and the individual customers. The group leader acts as tour operator vis-à-vis the individual customer and is therefore liable for defects arising from the travel contract.
Claims of individual customers against the respective hotel/retreat centre on the grounds of damage sustained shall remain unaffected.

E. Accessibility

The online presence of Indigourlaub (www.indigourlaub.com) is, for the most part, not designed to be accessible. Submission of the booking form does not constitute a legal act (neither an offer nor an acceptance). It follows that the Austrian Accessibility Act (BaFG), in its current form, is not applicable, as the online presence exclusively provides information and offers no possibility for the conclusion of contracts.
Accessibility of the individual trips is not consistently provided. For information and queries regarding accessibility in the means of transport as well as in the destination country, contact may be made at office@indigourlaub.com or by telephone on +43 (0) 732 272810.

F. Place of Jurisdiction and Applicable Law

1. Contracts with Consumers

For contracts with consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the applicable law shall be determined in accordance with the relevant national and international conflict-of-laws rules (in particular the Rome I Regulation, Regulation (EC) No. 593/2008). Mandatory protective provisions of the law of the state in which the consumer has his or her habitual residence shall remain unaffected. Jurisdiction of the courts for consumers shall be governed by the relevant national and international provisions on jurisdiction (in particular the Brussels Ia Regulation, Regulation (EU) No. 1215/2012, as well as the Austrian Jurisdiction Act, JN). Accordingly, for actions against consumers, the court at the defendant's place of residence shall, as a rule, have jurisdiction; for actions by consumers against Indigourlaub, the consumer's place of residence or the registered office of Indigourlaub (Linz/Danube) shall constitute alternative places of jurisdiction. Agreements that derogate from these provisions to the detriment of the consumer shall be invalid.

2. Contracts with Entrepreneurs (B2B)

For contracts with entrepreneurs within the meaning of Section 1 KSchG, Austrian law shall apply – in the absence of a deviating written agreement – to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The court having subject-matter jurisdiction in Linz/Danube is agreed as the exclusive place of jurisdiction.