

# Binding Booking Reiki-trip Japan 2019



I book the Holistika Reiki-trip Japan 2019 (booking code GRJ16-1911) with date of journey November 8th to 23rd 2019 as described here: <https://holistika.de/seminar-reisen/16-day-reiki-trip-to-japan/> and illustrated here: [https://holistika.de/wp-content/uploads/2019/03/Flyer\\_Japan\\_trip\\_2019\\_GB\\_web.pdf](https://holistika.de/wp-content/uploads/2019/03/Flyer_Japan_trip_2019_GB_web.pdf) with accomodation in shared double rooms (as far as available).

First name:

Family name:

Date of birth:

Street & House number:

Postal Code & Place:

Country:

Phone:

Mobile:

e-mail:

Booking code / Date:

GRJ16-1911 / 08.-23.11.2019

Subscribe fellow traveler?

If so date of birth fellow traveler:

Remarks (comments or special wishes):

## At the 3-day retreat with Frans Stiene ...

- I/we want to participate.
- I want to participate while my fellow traveler(s) wants to spend the days of her/his/their own.
- I/we do not want to participate and spend the days on my/our own.

## At the Reiki-Austauschtreffen Koryu-kai in Ashiya ...

- I/we want to participate.
- I want to participate while my fellow traveler(s) wants to spend the day of her/his/their own.
- I/we do not want to participate and spend the day on my/our own.

Holistika is obliged to give advices for Entry and Health regulations. You find them below „About Japan“ at [www.holistika.de/seminar-reisen/16-day-reiki-trip-to-japan/](http://www.holistika.de/seminar-reisen/16-day-reiki-trip-to-japan/)

- I confirm to have been informed about Entry and Health Regulations.

## Holistika's General Business Terms apply.

- I accpet the overleaf printed General Business Terms.

## Holistika's Data Protection Rules apply.

- I accpet the here: <https://holistika.de/start/data-protection-rules/> availabe Data Protection rules.

- I hereby declare that I will stand up for subscribed fellow travelers obligations towards the tour operator as well as my own (Otherwise please ask him/her/them to fill out a booking form for his/her/their own).

Place:

Date:

Signature:

Holistika recommends to have an insurance policy for travel resignation/break-off or complete package.

## 1. Conclusion of a travel contract

By registering, the customer offers the tour operator (referred to below as Holistika) the conclusion of a travel contract. The application can be made in writing, orally, remotely or by other means of remote communication. It is also provided by the applicant for all participants listed in the application with whose contractual obligations the applicant is entitled to as well as his own obligations, provided that he has a corresponding separate obligation by express and has adopted separate declaration.

The contract comes into being with the adoption by Holistika. The assumption does not require any particular form. At or immediately after the conclusion of the contract, Holistika will hand over the travel confirmation to the customer.

If the content of the confirmation differs from the content of the application, a new offer from Holistika is available, to which it is bound for a period of 10 days. The contract will be concluded on the basis of this new offer if the traveller declares acceptance to Holistika within the binding period.

## 2. Payment

Payments on the price of the trip before the end of the trip may only be required and made against the handing over of the security vouching card within the meaning of § 651 k (3) of the Civil Code. Upon conclusion of the contract, a deposit of 20% of the travel price is due. Further payments are due on agreed dates, residual payments on handing over or access to travel documents 4 weeks before the start of the journey, provided that the trip can no longer be cancelled for the reasons set out in paragraph 7 (b).

In contrast, the full travel price can be charged even without the handing over of a security voucher if the trip lasts no more than 24 hours, no accommodation is included and the travel price does not exceed EUR 75.

Payments can be made by bank transfer or paypal payment.

If the customer is partially or completely in default of payment of the travel price, Holistika is entitled to withdraw from the contract after a warning and setting a deadline and to claim compensation in accordance with number 5.1.

## 3. Services and prospectus information

Which services are contractually agreed upon results from the performance descriptions in the prospectus, other print and online advertising materials or in the travel confirmation. The information contained in the prospectus or other print and online advertising material is binding on Holistika. However, Holistika expressly reserves the right to declare justified changes in performance and prices prior to the conclusion of the contract, about which the traveler will of course be informed. A pre-contractual price adjustment may be necessary, in particular for the following reasons:

(a) due to an increase in transport costs, levies on certain services, such as port or airport fees, or a change in the exchange rates applicable to the trip in question following the publication of the prospectus, (b) if the exchange rates desired by the customer and A package tour advertised in the prospectus is only available by purchasing additional quotas after the publication of the prospectus.

Different benefits, e.g. from other prospectuses of the service providers, as well as special requests that change the scope of the planned services, are only binding if they are expressly confirmed by Holistika. Individual third-party services of other companies that are not part of a package holiday and which are explicitly conveyed in a foreign name, such as flights only, rental cars, excursions and other events, are not Holistika's own services.

## 4. Performance and price changes

4.1 Changes or deviations of individual travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract and which were not brought about by Holistika in return against good faith, are permitted only to the extent that the changes or Deviations are not significant and do not affect the overall cut of the booked trip.

The change of hotels comparable category on round trips for organisational reasons is considered not to be significant. The naming of hotels is always subject to reservation, is primarily due to the need for notification by the customer when applying for his visa and is not an assured property. A change does not constitute a defect and does not entitle the travel participant to rescind.

Any warranty claims remain unaffected to the extent that the amended services are subject to defects. Holistika undertakes to inform the customer immediately of any changes in performance or – deviations. In the event of a subsequent, significant change in a substantial travel service, the customer is entitled to withdraw from the travel contract or to demand participation in an equivalent trip if Holistika makes such a trip at no additional cost from its offer. Can offer. If necessary, the customer will be offered a free rebooking.

4.2 Holistika reserves the right to pay the price agreed in the travel contract if the transport costs are increased or the levies for certain services, such as port or airport fees, or a change in the applicable to the trip in question Change exchange rates in accordance with the following regulations, provided that there are more than 4 months between the conclusion of the contract and the start of the journey and that the circumstances leading to the change were neither occurring at the conclusion of the contract nor foreseeable for holistics:

If the transport costs at the conclusion of the contract, in particular the fuel costs, increase, the Holistika may

(a) demand the increase in the amount of increase in a price increase related to the seat.  
(b) in other cases, divide the additional transport costs requested by the carrier per means of transport by the number of seats of the agreed means of transport and demand the resulting increase in the number of individual seats.

If the duties available at the conclusion of the travel contract, such as port or airport fees, are increased against Holistika, the travel price may be increased by the corresponding, proportional amount.

In the event of a subsequent change in the price of the trip, Holistika shall inform the traveller immediately, but no later than 21 days before the start of the journey. Price increases after this date are not permitted. In the event of price increases of more than 5%, the customer is entitled to withdraw from the travel contract or to demand participation in an equivalent trip if Holistika can offer such a trip from his offer at no additional cost.

4.3 The traveller shall assert the rights referred to under 4.1 and 4.2 with Holistika immediately after the declaration of the change in the travel service or price of the trip by Holistika. This requires written form.

## 5. Withdrawal by the customer, rebookings, substitutes

5.1 The customer may withdraw from the trip at any time before the start of the journey. Access to the resignation declaration at Holistika is crucial.

In one's own interest and in order to avoid misunderstandings, the written form is strongly recommended.

If the customer withdraws from the travel contract or does not make the journey, Holistika may request compensation for the travel arrangements and expenses made. The price of the trip is decisive for calculating the replacement, deducting the saved expenses and any other uses of the travel services.

Holistika may also make this claim, taking into account the usually saved expenses and the usually possible acquisition by any other uses of the travel services according to the subsequent breakdown after the close of the time. The withdrawal to the contractually agreed start of the travel in a percentage ratio to the travel price.

In any case, customers are free to demonstrate that Holistika incurred no or lower costs in connection with the resignation.

In the case of air travel with charter or scheduled airlines:

Up to the 45th day before the start of the journey 20% of the total price, but at least EUR 100;

From the 44th to the 22nd day before the start of the journey, 30% of the total price;

From the 21st to the 15th day before the start of the journey 50% of the total price;

From the 14th to the 7th day before the start of the journey 75% of the total price;

From 6 to day one before travel 90% of the total price;

On the day of travel or in the event of non-commencement of the trip 100% of the total price is demanded as a replacement claim.

For bus and train journeys/self-arrival:

Up to the 45th day before the start of the journey 20% of the total price, but at least EUR 100;

From the 44th to the 22nd day before the start of the journey, 30% of the total price;

From the 21st to the 15th day before the start of the journey 50% of the total price;

From the 14th to the 7th day before the start of the journey 75% of the total price;

From 6 to day one before travel 90% of the total price;

On the day of travel or in the event of non-commencement of the trip 100% of the total price is demanded as a replacement claim.

Cruises and ship passages are:

Up to the 60th day before the start of the journey EUR 300 per person;

From the 59th to the 40th day before the start of the journey 40% of the travel price;

From 39th to 30th day before the start of the journey 60% of the travel price;

From the 29th to the 20th day before the start of the journey 80% of the travel price;

100% of the travel price from the 19th day before the start of the journey

Required as a replacement claim.

Other types of travel are treated as follows:

For air holidays, transfers, bus and train journeys, car hire, travel building blocks and excursions, 15% of the travel price up to the 30th day before the start of the trip, but at least EUR 75 per person;

25% of the price of travel from 29 to the 15th day before the start of the journey;

From the 14th day before the start of the journey 55% of the travel price is demanded as a replacement entitlement.

For hotels as special cancellation conditions, €50 per person will be charged from the 60th to the 30th day before the start of the journey;

From the 29th to the 10th day before the start of the journey 30% of the travel price;

From the 9th day before the start of the journey 100% of the travel price is demanded as a replacement entitlement.

Unnamed types of travel will be dealt with in accordance with the principles developed in these travel conditions with regard to the consequences of the withdrawal.

5.2 There is no entitlement of the customer after the conclusion of the contract to changes in the date of travel, destination, location of the journey, accommodation or mode or class of transport. If, at the customer's request, changes are made at the customer's request after booking the trip for an appointment within the time limit of the travel tender, subject to availability (rebooking), Holistika is entitled to charge a rebooking fee per traveler to the following deadlines:

a) for flights up to 90th day before travel €30.00

Up to 30th day before travel €50.00

b) for hotels up to the 30th day before the start of the journey-EUR 100

c) For travel building blocks, domestic flights, hotel bookings, transfers, excursions, bus and train journeys, car hire and air holidays: Up to the 30th day before the start of the journey-EUR 200

d) for cruises and ship cancellations: Until the 60th day before the start of the journey-EUR 300  
Subsequent rebooking requests of the customer, which take place after the expiry of the time limits, can only be carried out after withdrawal from the travel contract on the terms of accordance with number 5.1 and by re-registration.

5.3 Until the start of the journey (taking into account the time required for the organisation), the traveller may require a third party to enter into the rights and obligations arising from the travel contract instead of his or his or his person. Holistika may object to the entry of the third party if it does not meet the special travel requirements or if it is opposed to legal regulations or official orders.

If a third person enters the contract, the latter and the traveller (applicant) are liable to Holistika as a total debtor for the travel price and the additional costs incurred by the entry of the third party.

## 6. Unused benefits

If the traveller does not use individual travel services as a result of early return or for other reasons, Holistika will seek reimbursement from the service providers for reimbursement of the saved expenses. This obligation is waived if the services are completely insignificant or if a refund cannot be made possible.

## 7. Resignation and termination by Holistika

In the following cases, Holistika may withdraw from the travel contract before the start of the trip or cancel the travel contract after the start of the trip:

a) Without meeting a deadline

If the traveler permanently interferes with the execution of the trip regardless of a warning, or if he behaves in such a breach of contract that the immediate cancellation of the contract is justified. If Holistika therefore terminates the contract, it retains the right to the travel price, but it must take into account the value of the saved expenses as well as the advantages it gains from any other use of the unused service.

b) Up to 2 weeks before travel

If a minimum number of participants are not advertised or officially defined, if the travel tender for the relevant trip mentions a minimum number of participants. In any case, Holistika is obliged to inform the customer of this immediately after the entry of the condition for the

non-performance of the trip and to forward the resignation declaration to him immediately. Payments already made on the travel price will be returned to the customer.

c) Up to 4 weeks before travel

If the implementation of the trip after exhausting all possibilities for Holistika is not reasonable, because the insufficient booking volume does not cover the costs incurred by the Holistika in relation to the trip and an exceeding of the economic Victim's boundary, related to the trip. However, there is only a right of withdrawal for Holistika if Holistika is not responsible for the circumstances leading to it, can prove them and has submitted a comparable replacement offer to the customer. If the customer has not made use of the replacement offer, the travel price already paid will be refunded immediately.

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

If the journey is significantly more difficult, endangered or impaired as a result of unforeseeable force majeure at the conclusion of the contract, both Holistika and the traveller may terminate the contract. If the contract is terminated, Holistika may demand appropriate compensation for the travel services already provided or still to be provided to the end of the trip. Holistika is also obliged to take the necessary measures, especially if the contract includes return transport, to transport the traveller back. The additional costs for return transport are half to be borne by both parties. Moreover, the additional costs are a burden on travellers.

## 9. Liability by Holistika

9.1 Holistika is liable as part of the duty of care of a proper merchant for:

- (1) The conscientious travel preparation
- (2) The careful selection and monitoring of service providers
- (3) The accuracy of the description of all travel services specified in the prospectuses, unless Holistika has declared a change in prospectus information in accordance with point 3 prior to the conclusion of the contract
- (4) The proper provision of the agreed travel services.

9.2 Holistika is accordingly liable for the fault of the persons entrusted with the provision of the service.

## 10. Warranty

a) Remedy

If the trip is not provided in accordance with the contract, the traveller may demand a remedy. Holistika can refuse remedy if it requires a disproportionate effort. Holistika can also remedy the situation in such a way that it provides an equivalent replacement service.

b) Reduction of the price of travel

For the duration of a non-contractual delivery of the trip, the traveler may demand a corresponding reduction in the price of the trip (reduction). The price of the trip shall be deducted in the ratio in which, at the time of sale, the value of the trip would have stood in a defect-free condition to the real value. The reduction does not occur, as far as the traveler culpably fails to report the defect.

c) termination of contract

If a trip is significantly impaired as a result of a defect and Holistika does not provide a remedy within a reasonable period of time, the traveller may, within the framework of the statutory provisions, – the travel contract in his own interest and on grounds of evidence. Cancel – for expedient by written statement. The same applies if the traveler cannot be expected to travel due to a lack of important, holistically discernible reason. The determination of a period of remedy is not necessary only if remedy is impossible or is refused by Holistika or if the immediate termination of the contract is justified by a special interest of the traveler. The traveller owes Holistika the proportional travel price attributable to the services claimed, unless the benefits claimed were of no interest to him.

d) Damages

The traveller may, without prejudice to the reduction or termination, claim compensation for non-performance, unless the lack of travel is based on a circumstance which Holistika is not responsible for.

## 11. Restriction of liability

11.1 Holistika's contractual liability for damages that are not bodily harm is limited to three times the price of the trip,

(a) insofar as damage to the traveller is not caused intentionally or grossly negligently or (b) insofar as Holistika is responsible for any damage caused to the traveller solely because of the fault of a service provider.

11.2 For claims for damages by the customer against Holistika from unauthorised act, which are not based on wilful intent or gross negligence, Holistika's liability in the event of property damage per customer and travel is limited to the amount of the triple travel price. In this context, the customer is advised in his own interest to take out travel accident and baggage insurance. 11.4 remains unaffected, even if liability there goes beyond the above restriction.

11.3 A claim for damages against Holistika is limited or excluded insofar as, on the basis of international conventions or legal provisions based on such regulations applicable to the services to be provided by the service provider, a claim for damages is limited to a Claim for damages against the service provider can only be asserted under certain conditions or restrictions or is excluded under certain conditions.

11.4 If Holistika has the position of a contractual air carrier, liability is regulated under the provisions of the Air Transport Act in conjunction with the International Agreements of Warsaw, The Hague, Guadalajara and the Montreal Convention. These agreements generally limit the air carrier's liability for death or bodily harm, as well as loss and damage to luggage. If Holistika is a high achiever in other cases, he is liable under the applicable provisions. If Holistika has the status of a contractual shipowner during shipping, liability will also be regulated in accordance with the provisions of the Commercial Code and the Inland Navigation Act.

11.5 Holistika is only liable as an intermediary for third-party services of other companies that are not part of a package holiday and which are explicitly conveyed in a foreign name (such as flight only, car hire, excursions, sports and cultural events, etc.). Liability for mediation errors is limited in accordance with the principles set out in accordance with the above principles under 11.1 to 11.4.

## 12. Compulsory participation

The traveler is obliged to participate in the event of any performance disturbances within the framework of the statutory provision and to avoid or minimize any damage.

1. Travel documents

The customer must inform Holistika if he does not contain the necessary travel documents (e.g. ticket, hotel vouchers, contact details of the local representative) within the time limits communicated by Holistika.

## 2. Defect display/request for remediation

If the trip is not provided in accordance with the contract, the customer may demand a remedy. In particular, the traveller is obliged to inform his complaints immediately to the representative of Holistika on the spot. The representative of Holistikas is instructed to provide remedies if possible. However, he does not have the authority to recognise claims. The travel description is informed about the accessibility of the representative Holistikas on site, but at the latest with the travel documents. In the absence of a local representative of Holistika, claims of defects and requests for remediation must be addressed to Holistika at his seat. If the traveler culpably fails to report a defect to Holistika, a claim for reduction or compensation does not apply.

3. Setting a deadline before termination

If a customer wants to terminate the travel contract due to a lack of travel of the type referred to in § 651 c BGB under § 651 e BGB or due to unacceptability due to certain reasons that can be discernible to Holistika, he has to set Holistika a reasonable period of time to provide a remedy. If no remedy is possible or denied by Holistika or if the immediate termination of the contract is justified by a special customer's interest, which is discernible to the customer's public.

4. Baggage damage and baggage delay

Deviations or delivery delays during air travel are recommended that Holistika immediately report on the spot by means of a damage report (P.I.R) to the relevant airline. Airlines typically reject refunds if the damage notice has not been filled in. The damage notice must be refunded in the event of baggage damage within 7 days and in the event of delay within 21 days of delivery. In the event, the loss, damage or misdirection of luggage must be reported to Holistika or Holistikas' representatives.

## 13. Assertion of claims: Address, exclusion periods

a) Claims under § § 651-c-f BGB, the customer must assert the traveler in writing to Holistika within one month of the contractually scheduled end of the trip at the address provided below.

b) The time limit begins with the first working day following the date of the contractual journey. After the expiry of the time limit, the traveller may make claims if he has been prevented from complying with the time limit through no fault of his own.

c) The time limit from 13 (a) also applies to the filing of baggage damage or delivery delays in baggage in connection with flights pursuant to Clause 12.3, if warranty claims under § 651c (3), 651d, 6511e and 4 BGB are asserted. In contrast, baggage damage and baggage delays must be reported to the airline in writing within 7 days of being handed over during air travel under the Montreal Convention.

## 14. Statute of limitations

(a) Claims of the customer pursuant to § § 651-c-f BGB for compensation of bodily or health damage based on a deliberate or negligent breach of duty by Holistikas or a legal representative or vicarious agent of Holistika shall expire in 24 Months. This also applies to claims for compensation for other damages that are based on an intentional or grossly negligent breach of duty by Holistika or a legal representative or vicarious agent of Holistika.

(b) Other claims of the customer in accordance with § § 651-c-f BGB shall expire in 12 months.

(c) All other claims are subject to statutory limitation periods.

(d) The statute of limitations according to (a) to (c) begins with the date on which the journey should end after the contract. If the traveler has made such claims, the statute of limitations is inhibited until the date on which Holistika or its liability insurer rejects the claims in writing.

## 15. Passport, visa and health regulations

Holistika is committed to informing nationals of the state where the trip is offered about provisions of passport, visa and health regulations, as well as their eventual change, prior to travel. For members of other countries, the appropriate consulate provides information.

Holistika is not liable for the timely issuance and access of necessary visas by the respective diplomatic mission, even if the traveler has assigned Holistika, unless Holistika has to represent the delay.

The traveler is responsible for complying with all the regulations important for carrying out the trip himself. All disadvantages, in particular the payment of withdrawal costs arising from the non-compliance with these rules, are to his detriment, except if they are caused by a culpable false or non-information of Holistika.

## 16. Compulsory information on the identity of the operating air carrier

According to EU-VO 211m2 2005, as a tour operator, Holistika is obliged to inform the customer at the time of booking about the identity of the operating airline of the flight transport services to be provided in connection with the booked trip. If the operating airline has not yet been determined, the probable airline must first be named and the customer must be informed accordingly as soon as the operating airline is determined. In the event of a change of the operating airline, Holistika must inform the customer immediately about this.

The information on the operating airline within the meaning of EU-VO 211safe) 2005 does not constitute a contractual right to carry out air transport with the said airline and does not constitute an assurance unless a corresponding Assurances arise from the travel contract. To the extent that it is contractually agreed upon by contract, Holistika expressly reserves the right to change the airline.

The „Community List“ of unsafe airlines published by the EU Commission on the basis of EU-VO 211 como 2005 is available on Holistika's Internet page or under [http://ec.europa.eu/transport/air-ban/list\\_de.htm](http://ec.europa.eu/transport/air-ban/list_de.htm) (the links to each Current list to follow) and will be sent to you before booking on request.

## 17. Ineffectiveness of individual provisions

The invalidity of individual provisions of the travel contract does not lead to the invalidity of the entire contract.

## 18. Applicable law and place of jurisdiction

Contract and legal relations between Holistika and the traveller are governed by German law. The place of jurisdiction is governed by the legal regulations. The general jurisdiction for traveler's lawsuits against Holistika is the seat of Holistika. The traveller's residence is relevant for Holistika's actions against the traveller, unless the action is directed against full merchants or persons who have moved their place of residence or habitual residence abroad after the conclusion of the contract, or their Residence or habitual residence is not known at the time of filing the lawsuit. In these cases, Holistika's headquarters are relevant.

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