

**MATSYA YOGA**

KUNDALINI & HATHA YOGA · ROSSATZ, WACHAU

General Terms and Conditions

Version: October 2026

*Courtesy translation. The German version is legally binding.***CONTRACTING PARTY**

Association	Matsya Yoga
Registered office	Herbststraße 59/34, 1160 Vienna, Austria
Register no. (ZVR)	1919606477
Represented by	Clemens Biedrawa (chairman)
Training centre	Rossatz 12, 3602 Rossatz, Lower Austria
E-Mail	home@yogamatsya.com
Phone	+43 680 2455462
Web	yogamatsya.com

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1. Scope and definitions

These General Terms and Conditions (GTC) apply to all services provided by the association Matsya Yoga, ZVR 1919606477 (hereinafter “Matsya Yoga”), to its participants. Matsya Yoga offers the following services:

- Teacher trainings: the 200-hour yoga teacher training and the 300-hour advanced training (Yoga Alliance standard, RYS 200 and RYS 300);
- Continuing education seminars: seminars and workshops lasting several days, in particular the 30-hour courses under the Yoga Alliance YACEP standard;
- open classes: the yoga classes listed in the timetable.

The version of the GTC valid at the time of registration or purchase applies. It is available at yogamatsya.com, at the training centre and is sent together with the registration form. By registering for a training or seminar, or by buying a single class or a block, these GTC become part of the contract.

The offers are intended for persons of legal age. Consumers within the meaning of these GTC are persons for whom the contract is not part of the operation of their business (§ 1 Austrian Consumer Protection Act, KSchG). Deviating terms of the participant do not become part of the contract unless Matsya Yoga expressly agrees to them.

2. Right of use and conduct on the premises

- a) By buying a single class or a block, or upon confirmed registration for a training or seminar, the participant is entitled to use the premises of Matsya Yoga at the times listed in the timetable or for the duration of the respective event. The premises may be used for changing 20 minutes before and 20 minutes after each class.
- b) The number of participants is limited for all offers. There is therefore no entitlement to a place in a particular open class; places are allocated in the order of registration. Where special requirements apply to a service (see the course information of the respective training), they must be met.
- c) Participants must behave in a way that does not disturb the classes or other participants. Electronic devices must be silenced during classes. The furnishings must be treated with care, and the house rules must be observed.
- d) In the event of a serious breach of the house rules, or of assault, threats, insults, sexual harassment, discriminatory behaviour or theft, Matsya Yoga is entitled to terminate the contract for good cause with immediate effect. If the participant is at fault, the claim to the fee remains; Matsya Yoga credits any expenses saved as a result of the termination. Claims for damages remain unaffected.

3. Open classes: single classes and blocks

a) Single class and 10-class block

Single class — entitles the holder to attend one open class from the timetable.

10-class block — entitles the holder to attend ten open classes from the timetable and is valid for twelve months from first use.

Blocks cannot be exchanged for cash and are transferable only after prior agreement with Matsya Yoga. Current prices are displayed at the training centre and on the website.

b) Interruption and extension

The validity of a block is extended on request if there is an important reason, in particular a health impairment of at least six weeks that prevents the practice of yoga, or a stay abroad of more than two months. The reason must be documented appropriately and notified to Matsya Yoga in writing (e-mail is sufficient) before the validity expires.

c) Timetable

Short-notice cancellations of individual classes for special reasons and changes to the timetable do not entitle participants to a price reduction, provided the timetable is essentially maintained and other open classes can be attended instead. The validity of a block is extended by periods in which no open classes are offered. If Matsya Yoga permanently discontinues open classes, the value of unused classes of a block is refunded.

4. Teacher trainings and continuing education seminars

a) Registration and conclusion of the contract

Registration is made in writing: for trainings with the completed and signed registration form, for seminars by e-mail to home@yogamatsya.com, via the website form, by post or in person. The contract is concluded upon confirmation of the registration by Matsya Yoga. If Matsya Yoga declines a registration, any payments already made are refunded in full.

Content, scope, dates, requirements and completion conditions are set out in the description on the website and in the course information of the respective training, which is sent with the registration form.

b) Course fee and payment

The course fee is stated in the description and the registration form. It covers tuition, training materials, examinations and the certificate. Prices are final prices; Matsya Yoga is exempt from VAT and therefore does not charge VAT.

For trainings, the place is reserved upon receipt of the deposit of € 500. The remaining course fee is due on the first training day at the latest, unless otherwise agreed in writing. For seminars no deposit is required; the course fee is paid on arrival on the first day of the seminar. Payment is made by bank transfer or in cash; an invoice is issued for every payment.

In the event of late payment, Matsya Yoga may withdraw from the contract after a reminder and a reasonable grace period. The participant bears the reasonable costs of reminders and collection necessary for appropriate legal enforcement. The obligation to pay applies regardless of whether any funding applied for is granted.

c) Accommodation, meals and travel

Accommodation, meals and travel are not part of the course fee. Accommodation at the training centre is offered and invoiced separately by [Danube Atelier](#), an independent rental partnership; the accommodation contract is concluded exclusively between the participant and Danube Atelier. Matsya Yoga will put you in touch on request.

d) Course delivery, missed units and completion

Trainings can be attended as an intensive course or, by arrangement, spread over several courses. They are to be completed within twelve months of the first training day; an extension is possible by arrangement.

Missed units and modules of a training can be made up in a later course, by arrangement and free of charge. Missed units of a seminar can only be made up if the seminar takes place again and places are available.

The certificate is issued once the completion conditions set out in the course information are met (in particular attendance, written work and classes taught by the participant) and the course fee has been paid in full. Otherwise the participant receives, on request, a confirmation of the hours attended.

e) Cancellation and changes by Matsya Yoga

Matsya Yoga may cancel a training or seminar if the minimum number of three participants is not reached or if there is an important reason, in particular illness of the teacher. Cancellation due to insufficient participants takes place no later than 14 days before the start. The participant may choose between an alternative date and a full refund of all payments made; refunds are made within 14 days. Further claims exist only in accordance with section 6.

Individual units that are cancelled will be made up. Minor, objectively justified changes to the schedule or a change of teacher do not entitle participants to withdraw, provided the content and scope of the training are preserved.

5. Withdrawal and cancellation**a) Statutory right of withdrawal for consumers**

If the contract is concluded at a distance (e.g. by e-mail, telephone or via the website) or off the business premises of Matsya Yoga, consumers may withdraw from the contract within 14 days of its conclusion without giving reasons, in accordance with the Austrian Distance and Off-Premises Contracts Act (FAGG).

No particular form is required. A clear statement is sufficient, for example by e-mail to home@yogamatsya.com or by post to Matsya Yoga, Rossatz 12, 3602 Rossatz, Austria; the model withdrawal form in the annex may be used. To meet the deadline, it is sufficient to send the statement before the period expires.

In the event of withdrawal, Matsya Yoga refunds all payments received without delay and no later than 14 days after receipt of the withdrawal, using the same means of payment and free of charge.

If the training or seminar begins within the withdrawal period at the express request of the participant, an amount corresponding to the proportion of services provided up to the withdrawal must be paid. There is no right of withdrawal for open classes booked for a specific date (§ 18 para 1 no 10 FAGG).

b) Cancellation of trainings

Outside or after expiry of the statutory right of withdrawal, the participant may terminate a training contract against payment of the following cancellation fee. The cancellation must be made in writing (e-mail is sufficient); the date of receipt by Matsya Yoga is decisive.

CANCELLATION RECEIVED	AMOUNT RETAINED
More than 60 days before the start	Handling fee € 100
60 to 30 days before the start	Deposit € 500
Less than 30 days before the start	50 % of the course fee
From the start or if you drop out	100 % of the course fee

If a replacement participant is found for the cancelled place, by the participant or by Matsya Yoga, only the handling fee is retained. The participant may prove that Matsya Yoga has suffered no loss or a substantially lower loss as a result of the cancellation; the court's right to reduce the fee under § 7 KSchG remains unaffected.

If a training that has begun must be interrupted for an important reason beyond the participant's control (in particular an illness confirmed by a doctor or an accident), the course fee paid is not forfeited: the missing modules can be made up within two years, by arrangement and free of charge.

c) Cancellation of seminars

Seminars can be cancelled free of charge until they begin. Please let us know by e-mail as early as possible so that the place can be offered to someone else.

6. Liability

Participation in classes, seminars and trainings is at the participant's own responsibility. Participants are asked to respect their own limits, adapt the exercises to their condition and follow the instructions of the teachers. Reference is made to section 7.

Matsya Yoga is liable for damage to property and financial loss only in cases of intent and gross negligence. Liability for personal injury, liability for breach of essential contractual obligations and liability under the Product Liability Act remain unaffected and are not limited.

Personal belongings are left unattended on the premises; lockable lockers are not available. Valuables should be taken into the classroom. Matsya Yoga is liable for the loss of clothing, valuables or cash only in the case of its own fault or that of its staff, in accordance with the preceding paragraph.

Matsya Yoga is not liable for services provided by third parties, in particular Danube Atelier (section 4 c) and transport companies.

NOTE

Under Austrian law, liability for personal injury cannot validly be excluded towards consumers (§ 6 para 1 no 9 KSchG). The clause above therefore expressly limits liability only for damage to property and financial loss.

7. Health of participants

The participant confirms that, to their knowledge, there are no medical reasons preventing them from practising yoga, and does not attend classes while suffering from a contagious illness. In case of doubt, medical advice should be sought before participating.

Participants are asked to inform the teacher before class of a pregnancy and of any acute or chronic complaints relevant to the practice, so that the practice can be adapted. Such information is voluntary, treated confidentially and used solely for this purpose.

The services offered are educational and practice offers. They are not a therapy or healing programme and do not replace medical or psychotherapeutic treatment or the prescription of medication. For safety reasons, teachers may advise a participant against individual exercises or against attending a class, or decline their participation.

8. Data protection, photos and recordings

The controller within the meaning of the General Data Protection Regulation (GDPR) is the association Matsya Yoga (contact details on page 1). Personal data are treated confidentially and processed exclusively in accordance with the GDPR and the Austrian Data Protection Act.

Data are processed to perform the contract (registration, attendance, examinations, issuing certificates and confirmations, invoicing) and to fulfil legal obligations; accounting records are kept for seven years in accordance with tax law. Data are not passed on to third parties, except to service providers acting on behalf of Matsya Yoga, to bodies to which there is a legal obligation and, at the participant's request, to funding bodies and to Yoga Alliance for the registration of the qualification.

Newsletters and other advertising are sent only with express consent, which can be withdrawn at any time.

Photos and audio or video recordings from classes, seminars and trainings are made, published or used for advertising and on social media only with the prior, express and voluntary consent of the persons shown. Consent can be withdrawn at any time with effect for the future. Participants themselves may record classes only with the consent of the teacher and of the persons recorded.

Participants have the right of access, rectification, erasure, restriction of processing, data portability and objection, and the right to lodge a complaint with the Austrian Data Protection Authority. Please send requests to home@yogamatsya.com. Further information can be found in our [privacy policy](#).

9. Course materials and copyright

Manuals, scripts, texts and other materials issued by Matsya Yoga are protected by copyright. They are provided to participants for personal use and for their own teaching. Copying, passing on or publishing them, even in part, requires the prior consent of Matsya Yoga.

10. Jurisdiction and applicable law

Austrian law applies, excluding the conflict-of-law rules of private international law. For consumers habitually resident in another country, the mandatory consumer protection provisions of that country remain unaffected.

For disputes with businesses, the court having subject-matter jurisdiction for the registered office of Matsya Yoga is competent. For consumers whose domicile, habitual residence or place of employment is in Austria, § 14 KSchG applies: actions against them may only be brought before the court in whose district one of these places is located.

11. Miscellaneous

Amendments and additions to the contract should be recorded in writing; e-mail is sufficient. Oral commitments made by Matsya Yoga to consumers remain valid (§ 10 para 3 KSchG). If the participant has provided an e-mail address, communication between the parties may take place by e-mail.

Should individual provisions of these GTC be or become wholly or partly invalid, the validity of the remaining provisions remains unaffected. An invalid provision is replaced by the statutory provision.

These GTC replace all previous versions. For contracts already concluded, the version valid at the time of conclusion continues to apply.

This English text is a courtesy translation. In case of doubt, the German version prevails.

Annex: Model withdrawal form

If you wish to withdraw from the contract, please complete and return this form. Use of the form is not mandatory.

WITHDRAWAL

To: Verein Matsya Yoga, Rossatz 12, 3602 Rossatz, Austria; e-mail: home@yogamatsya.com

I/We () hereby give notice that I/we (*) withdraw from my/our (*) contract for the provision of the following service:*

Ordered on () / registration confirmed on (*):* _____

Name of consumer(s): _____

Address of consumer(s): _____

Date: _____ *Signature (only if notified on paper):* _____

() Delete as appropriate.*

Thank you — Namaste!