

## **GENERAL TERMS AND CONDITIONS**

### **§ 1 Scope of application**

(1) These terms and conditions apply to all travel contracts concluded between JR Secreto Travel GmbH, Am Grenzgraben 26D, 40468 Düsseldorf (hereinafter "Tour Operator") and the customer.

(2) Deviating conditions of the customer are not valid unless the tour operator has expressly agreed to them in writing.

(3) The tour operator has taken out insolvency insurance to secure customer monies for package tour bookings. In these cases, a security certificate is included on the confirmation. The amounts stated in the confirmation for down payment and final payment as well as the method of calculating the amounts due, if applicable, apply to both package tour bookings and individual services.

### **§ 2 Conclusion of contract**

(1) The presentation of the travel offers does not constitute a binding offer. A contract is only concluded with the customer's booking request and the subsequent booking confirmation by the tour operator.

(2) The booking can be made in writing, verbally, by telephone or by e-mail.

(3) The customer who makes a booking for a trip shall be responsible for all contractual obligations of the persons traveling with him/her, provided that he/she has assumed this obligation by express and separate declaration. By accepting this obligation, the customer undertakes to provide all necessary information and documents about the accompanying persons truthfully and completely. This includes in particular the names, dates of birth, nationality and passport details.

### **§ 3 Payment modalities and delivery of the travel documents**

(1) The tour price is due after the booking confirmation and can be paid either by bank transfer to the specified account of the tour operator, by credit card or PayPal.

(2) For last-minute bookings made less than 30 days before the start of the tour, the entire tour price must be paid immediately.

(3) The travel documents shall be handed over to the customer no later than 14 days before the start of the trip.

### **§ 4 Services and prices**

(1) The services provided by the tour operator result exclusively from the booking confirmation in conjunction with the underlying travel advertisement.

(2) Additional services that are not expressly part of the travel contract will be charged separately.

(3) The tour operator reserves the right to increase the tour price if this becomes necessary due to changes in the cost of fuel or other energy sources, increases in taxes and duties levied by third parties and/or exchange rate fluctuations. However, the price increase is permitted up to a maximum of 8% of the original tour price.

#### **§ 5 Liability of the tour operator and obligations to cooperate in case of disturbances**

(1) The contractual liability of the tour operator for damages other than bodily injury is limited to three times the tour price, insofar as damage to the traveller was not caused intentionally or through gross negligence or insofar as the tour operator is solely responsible due to the fault of a service provider.

(2) The tour operator is not liable for service disruptions, personal injury and property damage in connection with services that are merely arranged as third-party services (e.g. excursions, sporting events, theatre visits, exhibitions) if these services are expressly identified as third-party services in the travel description and booking confirmation and it is clear to the customer that these are third-party services.

#### **§ 6 Assertion of claims and limitation period; information on consumer dispute resolution**

(1) The customer must assert claims in accordance with § 651i BGB against the tour operator. Assertion on a durable medium is recommended. Claims by the customer due to travel defects shall become time-barred after two years. The limitation period begins on the day following the contractual end of the trip.

(2) Employees of the service provider or the local tour guide are not authorized to accept claims. They are also not authorized to accept claims on behalf of the tour operator.

(3) With regard to the law on consumer dispute resolution, the tour operator points out that it does not participate in voluntary consumer dispute resolution. If a dispute resolution becomes mandatory for the tour operator after the printing of these travel conditions, the tour operator will inform the customer of this in an appropriate form. The tour operator refers to the European online dispute resolution platform (<http://ec.europa.eu/consumers/odr>) for all contracts concluded in electronic legal transactions.

#### **§ 7 Booking of a half double room or shared room**

(1) If, when booking a half double room, no room partner of the same sex has registered approximately six to four weeks before the start of the trip, the customer will automatically receive a double room for single use. In this case, the tour operator will charge 50% of the single room supplement. If the customer does not agree to this, they have the option of either rebooking to another group tour from the tour operator's offer free of charge or cancelling the booked tour free of charge.

(2) For bookings made within one month prior to departure, the organizer will charge the full single room supplement if no room partner is available.

## **§ 8 Procurement of third-party services and limited liability for these**

(1) When booking additional third-party services such as sports offers on site, insurance or excursions that are not part of the service description, the organizer is only liable for the arrangement of the third-party service, but not for the provision of the service itself.

(2) The organizer is not obliged to monitor the proper provision of the arranged third-party service.

## **§ 9 Withdrawal by the customer / withdrawal costs**

(1) The customer may withdraw from the tour at any time before the start of the tour. The withdrawal must be declared to the tour operator. The date of receipt of the declaration of withdrawal by the tour operator or the intermediary travel agency shall be decisive. The customer is advised to declare the withdrawal on a durable medium.

(2) If the customer withdraws before the start of the tour or does not start the tour, the tour operator loses the right to the tour price. Instead, if the tour operator is not responsible for the withdrawal or if there are unavoidable exceptional circumstances, the tour operator may demand reasonable compensation for the travel arrangements made up to the withdrawal and its expenses in relation to the respective tour price.

(3) The amount of compensation is determined by the tour price less the value of the expenses saved by the tour operator and less what the tour operator acquires through other use of the travel services. The tour operator has calculated the following percentage withdrawal costs according to the time of receipt of the declaration of withdrawal and the start of the tour. The flat-rate cancellation costs as a percentage of the agreed price for package group tours with personal travel are as follows:

- up to 30 days before departure 30% of the tour price,
- from the 29th to the 15th day before departure 40% of the tour price,
- from the 14th day before departure 80% of the tour price,
- 90% of the tour price on the day of departure or in the event of no-show.

(4) Cancellation fees are due immediately.

(5) The statutory right of the customer to provide a substitute participant in accordance with § 651e BGB remains unaffected by the above conditions.

## **§ 10 Rebookings**

(1) The customer is not entitled to make changes to the travel date, the destination, the place of departure, the accommodation or the mode of transportation (rebooking) after conclusion of the contract. This means that when the contract is concluded, the customer makes a binding decision as to when they wish to travel, where they wish to travel to, where they wish to start their journey, in which accommodation they wish to be accommodated and which mode of transportation they wish to choose. Subsequent changes to these factors are generally excluded.

(2) Should the customer nevertheless wish to make a rebooking, the tour operator may charge a rebooking fee per traveller if the following deadlines are met. In the case of package group

tours up to 60 days before departure, this is made up of the specific costs to be quantified individually plus a service fee of EUR 50 per person. This means that the tour operator can pass on the costs incurred for the rebooking to the customer in the event of a rebooking up to 60 days before departure. These costs are to be determined individually and may vary depending on the type of rebooking. In addition to the costs, a service fee of EUR 50 per person will be charged.

(3) Rebookings within 30 days before the start of the trip are not possible. This means that the customer has the opportunity to make a rebooking up to 30 days before the start of the trip at the latest. If the customer misses this deadline, a rebooking is no longer possible.

(4) If the customer wishes to rebook to another trip up to 30 days before the start of the trip, the tour operator may charge a rebooking fee of up to 50 euros. This means that the customer has the option of rebooking to another trip up to 30 days before the start of the trip at the latest. A rebooking fee of up to 50 euros per person will be charged.

### **§ 11 Withdrawal due to failure to reach the minimum number of participants**

(1) If a minimum number of participants is specified in the travel advertisement or in other documents that have become part of the contract, the tour operator may withdraw from the travel contract up to 30 days before departure if the minimum number of participants is not reached. In this case, the customer will be refunded any payments made towards the tour price without delay.

(2) In the event of a withdrawal for the above-mentioned reason, the tour operator will not reimburse any third-party services, such as flights or additional overnight stays, which the customer has purchased outside the range of services offered by the tour operator.

(3) Cancellation must be made no later than 21 days before the start of the trip.

### **§ 12 Benefits not utilized**

If the customer does not make use of individual travel services which the tour operator was willing and able to provide in accordance with the contract for reasons attributable to the traveller, the customer shall not be entitled to a full or partial reduction of the price, unless such reasons would have entitled the customer to withdraw from or terminate the contract free of charge in accordance with the statutory provisions. At the customer's request, the organizer shall endeavour to obtain reimbursement of the expenses saved by the service providers, unless such expenses are completely insignificant.

### **§ 13 Termination and withdrawal by the organizer**

(1) The organizer may terminate the contract without notice for good cause even after the start of the trip. Good cause shall be deemed to exist in particular if the customer persistently disrupts the contractual relationship despite a warning or behaves in such a way contrary to the contract that a continuation of the contract is no longer reasonable for the organizer, other tour participants or for the service providers involved. A warning within the meaning of sentence 2 is not necessary for the organizer if the customer disrupts the trip in a particularly gross manner. This is particularly the case in the event of criminal acts against employees of the organizer, against service providers or their employees and against other travel guests. In the event of termination, the organizer shall continue to be entitled to the agreed price, insofar as there are

no saved expenses and benefits from any other use of the travel service(s). Claims for damages otherwise remain unaffected.

(2) If the customer is clearly physically or mentally unable to meet the requirements specified in the respective tour description, the tour guide is entitled to exclude the customer from the tour program in whole or in part.

(3) If the customer fails to pay the agreed price due in full or in part despite a reasonable grace period, the organizer may withdraw from the contract and also demand compensation in accordance with point 9.3 of these terms and conditions. The relevant date for calculating the lump-sum compensation is the expiry of the deadline set in the last reminder.

#### **§ 14 Final provisions**

(1) The law of the Federal Republic of Germany shall apply.

(2) Should individual provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by the statutory provisions.

(3) The place of jurisdiction is, as far as legally permissible, the registered office of the tour operator.

#### **§ 15 Tour Operator**

JR Secreto Travel GmbH  
Am Grenzgraben 26d  
40468 Düsseldorf  
Tel.: +49 151 68547360  
info@secreto-travel.com  
www.secreto-travel.com  
Trade Register: Amtsgericht Düsseldorf HRB 103339  
Managing Director: Jennifer Redeker