

# General Terms and Conditions

## § 1 Conclusion of the Travel Contract

(1) By registering, the customer makes a binding offer to the tour operator edeltravel to conclude a travel contract.

(2) Registration may be made in writing, orally or in electronic form. The registering customer is liable for the obligations of all other travelers listed in the registration under the travel contract, provided they have expressly assumed this obligation by means of a separate declaration.

(3) A travel contract is concluded with the acceptance by the tour operator edeltravel. Acceptance by edeltravel does not require a specific form. At or shortly after conclusion of the contract, edeltravel will send the customer a written travel confirmation with the statutory security certificate.

(4) If the content of the travel confirmation differs significantly from the content of the registration, this constitutes a new offer by edeltravel, to which edeltravel is bound for a period of 10 days. The travel contract is then concluded on the basis of this new offer if the customer accepts it within this period. The customer may declare acceptance explicitly or by conclusive action, such as by making a deposit, paying the balance, or commencing the trip.

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## § 2 Definitions

(1) Consumers within the meaning of these terms are natural persons who enter into a business relationship with edeltravel without this being attributable to their commercial or independent professional activity.

(2) Entrepreneurs within the meaning of these terms are natural or legal persons or legally capable partnerships who enter into a business relationship with the agency in the exercise of their commercial or independent professional activity.

(3) Organizer within the meaning of these terms is edeltravel.

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## § 3 Payment

(1) A deposit of 20% of the travel costs becomes due immediately after receipt of the travel confirmation/invoice. The deposit is to be paid into the business account of edeltravel and will be credited toward the total price. Flight services are provided solely as an intermediary service by edeltravel. At the time of booking, 100% of the flight price becomes due in addition to the travel deposit.

(2) Unless otherwise agreed in individual cases (special conditions), the remaining balance is due 35 days prior to departure, provided that the trip is confirmed to take place. The balance must be received by edeltravel without being requested. Timeliness of payment is determined by receipt in the organizer's account.

(3) In the case of short-term bookings less than two weeks before departure, the full price is due immediately upon receipt of the security certificate.

(4) Non-payment of deposit and/or balance does not affect the validity of the travel contract. However, unless full payment is made, the customer has no entitlement to travel services, provided edeltravel is ready and able to perform. This is without prejudice to statutory or contractual rights of retention.

(5) If the travel price is not paid despite being due and after a deadline set by edeltravel, edeltravel may refuse to perform and charge cancellation fees pursuant to § 5.

(6) Payment can be made by bank transfer or valid credit card (MasterCard, Visa, American Express). A surcharge of 1.2% applies to credit card payments, added to the booking amount. In individual cases these costs may vary depending on the credit institution.

(7) If service providers or partners of edeltravel adjust their payment terms due to specific circumstances, the company reserves the right to pass these adjustments on in whole or in part.

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#### **§ 4 Services**

(1) The contractual services result from the descriptions in the individual offer and/or from the internet portal of edeltravel as referenced in the travel confirmation.

(2) edeltravel expressly reserves the right, for objectively justified, significant and unforeseeable reasons prior to contract conclusion, to declare changes to brochure details, of which the customer will be informed before departure.

(3) If the customer requests an individually tailored itinerary, the obligation to perform arises solely from the corresponding specific offer to the customer and the related booking confirmation.

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#### **§ 5 Cancellation by Customer Before Start of Travel / Cancellation Fees / Rebooking / Substitute Travelers**

(1) The customer may withdraw from the contract at any time prior to the start of services. The declaration of withdrawal must be made to edeltravel, or, if the service was booked through a sales office, it may also be declared to that office. Written declaration is recommended.

edeltravel loses entitlement to the agreed price if the customer withdraws before services commence or does not begin the package tour or booked service. edeltravel may instead demand reasonable compensation, unless the withdrawal is the responsibility of edeltravel or unavoidable and extraordinary circumstances occur at the destination or its immediate vicinity that significantly impair the performance of services or the carriage of passengers.

Cancellation fees are standardized as follows and are calculated based on the travel price less saved expenses and less any amounts obtained by reusing the services. The flat-rate fees also take into account the time between withdrawal and service start. Customers may always prove that edeltravel suffered no loss or significantly less than the compensation claimed.

The same cancellation fees apply if a traveler fails to appear at the departure point on time or cannot participate due to missing documents (passport, visas, etc.).

edeltravel reserves the right to claim a higher, individually calculated fee if it proves that its costs significantly exceed the standardized fee. In that case edeltravel must specifically quantify and substantiate the compensation.

If edeltravel is obliged to refund the travel price in whole or in part due to cancellation, it must reimburse the customer without delay, no later than 14 days after receipt of the cancellation notice.

(2) Flat-rate cancellation fees per person, as a percentage of the travel price:

- Up to the 31st day before start: **20%**
- From the 30th to 21st day: **30%**
- From the 20th to 11th day: **70%**
- From the 10th day until start, or no-show: **80%**  
From the 5th day until start, or no-show: **100%**

Pure flight services:

Rebooking and cancellation of flight-only services are subject solely to the conditions and terms of the respective airline. edeltravel acts purely as intermediary. For private flights, the respective provider's terms also apply.

(3) There is no legal right to changes in travel date, destination, accommodation or meal plan. At the customer's request, edeltravel may rebook up to 30 days before departure at a fee of €150 per change. After this period, rebooking is only possible by cancellation under the above conditions and simultaneous new booking, unless only minor costs are incurred.

(4) The customer retains the right to nominate a substitute traveler within a reasonable period prior to commencement of services by declaration on a durable medium. Such declaration is timely if received no later than 7 days before service start. The organizer may refuse if the person does not meet travel requirements or if legal/administrative orders oppose their participation. The substitute and the original customer are jointly liable for the travel price and for any additional costs, such as flight ticket rebooking.

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## § 6 Insurance

edeltravel recommends taking out travel cancellation insurance and international health insurance. Insurance offers are available through edeltravel.

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## § 7 Refund of Unused Services

If the customer does not use individual services due to early return or other compelling reasons, edeltravel will endeavor to obtain reimbursement of saved expenses. This obligation does not apply if the services were insignificant or if legal or official regulations prevent reimbursement.

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## § 8 Cancellation and Termination by the Organizer

edeltravel may cancel before departure or terminate after departure:

1. **Without notice:** If the customer significantly disrupts the trip despite warning or behaves so contrary to contract that immediate termination is justified. In such cases, edeltravel retains the right to the travel price but must deduct saved expenses and any refunds from service providers.
  2. **Up to two weeks before departure:** If the minimum number of participants is not reached, provided this was indicated in the travel description, or if continuation is unreasonable due to insufficient bookings. The customer will be refunded immediately.
  3. **Up to four weeks before departure:** If continuation is unreasonable due to insufficient bookings and edeltravel is not at fault (e.g. no miscalculation), provided edeltravel proves the circumstances and offers a comparable substitute trip. If declined, the customer will be refunded and reimbursed for booking costs.
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## § 9 Termination of Contract Due to Extraordinary Circumstances

If unforeseeable force majeure at the time of contract conclusion significantly impedes or endangers the trip, both parties may terminate. In this case, edeltravel may demand reasonable compensation for services already rendered or still required to conclude the trip.

If the contract includes return transport, edeltravel must arrange this. Additional costs are shared equally; other costs are borne by the customer.

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## **§ 10 Duties and Termination by the Customer, Warranty, Exclusion of Claims, Limitation**

(1) If the trip is not performed in accordance with the contract, the customer may demand remedy. edeltravel may refuse if it requires disproportionate effort. Remedy may also consist of providing an equivalent or higher-value substitute service. Defects must be reported immediately to local representatives.

(2) If a defect significantly impairs the trip and edeltravel fails to remedy within a reasonable period, the customer may terminate under statutory provisions. Written form is recommended.

(3) The customer must report defects immediately and, before termination, allow a reasonable remedy period unless impossible or refused. The customer owes the travel price for services used if they were of interest.

(4) In case of defects, the customer may claim damages unless the defect is not attributable to edeltravel.

(5) Warranty claims must be made within one month after the contractual end of the trip. Thereafter, claims are excluded unless the customer was prevented without fault or if tortious claims are involved. Claims under §§ 651c–651f BGB expire after two years. Limitation begins on the day the trip was to end. If negotiations on claims are pending, limitation is suspended until one party refuses continuation.

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## **§ 11 Duty to Cooperate**

The customer must cooperate in good faith to minimize damages and report complaints immediately to local staff/hotel management. Failure to report a defect results in loss of the right to reduction.

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## **§ 12 Liability of the Organizer and Limitation of Liability**

(1) Contractual liability of edeltravel for damages other than personal injury is limited to the travel price per trip and customer,

- a) if the damage was neither caused intentionally nor by gross negligence, or
- b) if liability arises solely from the fault of a service provider.

(2) For tort claims not based on intent or gross negligence, liability for property damage is limited to €4,100. If the travel price exceeds this, liability is limited to the travel price.

(3) These limitations/exclusions do not apply if international conventions or legal provisions based on them provide otherwise.

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## **§ 13 Passport, Visa and Health Regulations**

(1) edeltravel informs the customer about applicable passport, visa and health requirements prior to departure, assuming German citizenship. Other circumstances can only be considered if expressly communicated.

(2) The customer is responsible for compliance with all requirements. Any disadvantages arising from non-compliance are borne by the customer, unless edeltravel failed in its duty to inform.

(3) The customer must inform themselves about customs and currency regulations.

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## **§ 14 Price Adjustments**

(1) edeltravel reserves the right to increase the travel price if transport costs, taxes (e.g. port/airport fees), or exchange rates increase.

a) If seat-related costs increase, the corresponding amount may be charged. Otherwise, increased costs are divided by the number of seats.

b) If taxes increase, the price may be raised by the corresponding amount.

c) If exchange rates change, the price may increase to the extent the trip becomes more expensive.

(2) A price increase is only permitted if more than four months lie between contract and travel start and if unforeseeable at conclusion.

(3) edeltravel must inform the customer immediately of price or service changes. Price increases from the 20th day before departure are invalid. In case of increases over 5% or significant service changes, the customer may withdraw free of charge or demand participation in an equivalent trip.

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## **§ 15 Data Protection**

(1) The customer agrees that personal data necessary for contract execution may be stored and, if required, passed to affiliated companies.

(2) Personal data will be treated confidentially. For credit checks, data may be exchanged with agencies.

(3) Data processing complies with the German Federal Data Protection Act (BDSG) and the Telemedia Data Protection Act (TDDSG).

(4) The customer may revoke consent at any time. In such case, edeltravel must delete data immediately, or after termination of ongoing contracts.

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## **§ 16 Applicable Law, Severability, Jurisdiction**

- (1) German law exclusively applies to the travel contract.
  - (2) Invalidity of individual provisions does not invalidate the entire contract.
  - (3) edeltravel may be sued at its place of business; customers may be sued at their residence.
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### **TBT-Consulting Group & CO - FZCO**

Building A1

Dubai Digital Park

Silicon Oasis - Dubai

United Arab Emirates

till.brunecker@edeltravel.com

Bank details:

### **TBT Consulting & CO - FZCO**

Account number 9621838900

IBAN AE930860000009621838900

BIC WIOBAEADXXX