

Terms and conditions Of African Luxury Travel CC.

Dear customers and travellers,
the following provisions, if effectively agreed, become the content of the package travel contract concluded between the customer and the company African Luxury Travel GmbH, hereinafter abbreviated as "ALT". They supplement the legal provisions of §§ 651a - y BGB (German Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code). **Therefore, please read these travel conditions carefully before booking!**

1. Position of ALT for mediated services

1.1. As a rule, **ALT's** travel services do not include air transportation to the event location. Insofar as the flight is not expressly stated in the travel advertisement as a component of the package tour offered and carried out by **ALT**, **ALT** does not offer flight services as its own services, but as an arranged service in addition to the package tour.

1.2. Insofar as **ALT** arranges additional ancillary tourist services of other service providers (e.g. flight transportation service plus stay in airport lounge) in addition to the flight transportation services and these ancillary services of the other service provider do not make up a significant proportion of the total value of this service combination and neither represent an essential feature of this service combination of the service provider or of **ALT** itself nor are advertised as such, **ALT** only has the position of an intermediary.

1.3. As an agent, **ALT** has the position of an intermediary for associated travel services, insofar as the prerequisites for an intermediation of associated travel services by **ALT** exist in accordance with the statutory provisions of § 651w BGB.

1.4. Notwithstanding the obligations of **ALT** as a provider of associated travel services (in particular the handing over of the legally required form and the implementation of customer money protection in the event of collection activities by **ALT** and the legal consequences in the event of non-fulfilment of these legal obligations, **ALT** is neither the travel agent nor the contractual partner of the contract for air transportation that comes into effect in the event of a booking if the conditions according to 1.2 or 1.3 exist. **ALT** is therefore not liable for the information provided by the brokered contractual partner regarding prices and services, for the provision of the services themselves or for damages arising from these brokered services. Any liability of **ALT** arising from the brokerage contract and from statutory provisions, according to mandatory provisions on tele media and electronic commerce, remains unaffected by this.

1.5. The brokerage position obliges **ALT** in particular:

- a) To refer to **ALT's** agency status in the respective offer to broker a service, stating the provider and contractual partner in the event of a booking.
 - b) To show the price of the brokered service separately from the price of the package tour.
 - c) To provide the client with a booking confirmation corresponding to the above information, in which the price of the brokered service is shown separately.
- 1.6 The above provisions do not affect **ALT's** liability under the agency agreement.

2. Conclusion of package travel contract, obligations of the customer

2.1 The following applies to all booking channels:

- a) **The basis of ALT's offer and the client's booking** are the travel description and the supplementary information from **ALT** for the respective trip, insofar as these are available to the client at the time of booking.
- b) Travel agents and booking offices are not authorized by **ALT** to make agreements, provide information, or make promises that change the agreed content of the package travel contract, go beyond the travel description or the services contractually promised by **ALT** or contradict them.
- c) Information in hotel guides and similar directories that are not published by **ALT** are not binding for **ALT** and **ALT's** obligation to perform unless they have been made the content of **ALT's** obligation to perform by express agreement with the client.
- d) The pre-contractual information provided by **ALT** regarding the essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 number 1, 3 to 5 and 7 EGBGB) will only become part of the package travel contract if this is expressly agreed between the parties.
- e) The customer is liable for all contractual obligations of co-travellers for whom he makes the booking, as for his own, insofar as he has assumed a corresponding obligation by express and separate declaration.

2.2. For the booking made orally, by telephone, in writing, by email or by fax:

- a) With the booking, the client offers **ALT** the binding conclusion of the package tour contract. The client is bound by the booking.
- b) The contract is concluded upon receipt of the travel confirmation (declaration of acceptance) by **ALT**. Upon or immediately after the conclusion of the contract, **ALT** will provide the client with a travel confirmation that complies with the legal requirements on a durable data medium (which enables the client to keep or store the declaration unchanged in such a way that it is accessible to the client within a reasonable period of time, e.g. on paper or by email), unless the traveller is entitled to a travel confirmation in paper form in accordance with Art. 250 § 6 Para. (1) Sentence

2 EGBGB (Introductory Act to the German Civil Code) because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside of business premises.

2.3. **ALT** points out that according to the statutory provisions (§§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB), there is no right of withdrawal for package travel contracts according to § 651a and § 651c BGB, which were concluded via distance selling (letters, catalogues, telephone calls, telecopies, e-mails, messages sent via mobile phone service (SMS) as well as broadcasting, tele media and online services), but only the legal rights of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB (see also section 6). However, there is a right of cancellation if the contract for travel services has been concluded outside business premises in accordance with Section 651a of the German Civil Code (BGB), unless the oral negotiations on which the conclusion of the contract is based have been conducted at the prior request of the consumer; in the latter case, there is also no right of cancellation.

3. Payment

3.1. **ALT** and travel agents may only demand or accept payment of the travel price prior to the end of the package tour if an effective insurance contract exists and the client has been given the insurance certificate with the name and contact details of the insurer in a clear, comprehensible, and prominent manner. After the conclusion of the contract, a deposit of 20% of the tour price is due within 7 days upon delivery of the insurance certificate. The remaining payment is due 40 days before the start of the trip, provided that the security certificate has been handed over and the trip can no longer be cancelled for the reason stated in paragraph 9. For bookings made less than 40 days before the start of the tour, the entire tour price is due for payment immediately.

3.2. If the client does not make the deposit and/or the final payment in accordance with the agreed payment due dates, although **ALT** is willing and able to properly provide the contractual services, has fulfilled its legal obligations to provide information and there is no legal or contractual right of set-off or retention on the part of the traveller, and if the traveller is responsible for the delay in payment, **ALT** is entitled to withdraw from the package travel contract after issuing a reminder with a deadline and after the deadline has expired and to charge the traveller with withdrawal costs in accordance with section 6.

4. Changes to the contents of the contract before the start of the trip that does not affect the price of the trip.

4.1. **ALT** is permitted to deviate from the agreed content of the package travel contract with respect to essential features of travel services that become necessary after the contract is concluded and were not caused by **ALT** in bad faith, provided that the deviations are insignificant and do not affect the overall quality of the trip.

4.2. **ALT** is obligated to inform the client about changes to services immediately after becoming aware of the reason for the change on a permanent data medium (e.g., also by email, SMS or voice message) in a clear, comprehensible and prominent manner.

4.3. In the event of a significant change to an essential characteristic of a travel service or a deviation from special requirements of the client that have become part of the package travel contract, the client is entitled to either accept the change or withdraw from the package travel contract free of charge within a reasonable period set by **ALT** at the same time as the notification of the change. If the client does not expressly declare its withdrawal from the package travel contract to **ALT** within the period set by **ALT**, the change is deemed to have been accepted.

4.4. Any warranty claims remain unaffected insofar as the modified services are defective. If **ALT** had lower costs for the implementation of the changed trip or a possibly offered substitute trip with equivalent quality at the same price, the client must be reimbursed the difference in accordance with § 651m paragraph 2 BGB.

5. Price increase; price reduction

5.1. **ALT** reserves the right, in accordance with § 651f, 651g BGB (German Civil Code) and the following regulations, to increase the travel price agreed in the package travel contract, insofar as an increase in the price after the conclusion of the contract is due to

- a) Increase in the price for the transportation of persons due to higher costs for fuel or other energy sources,
- b) increase in taxes and other charges for agreed travel services, such as tourist taxes, port, or airport charges, or
- c) changes in the exchange rates applicable to the package tour in question directly affects the travel price.

5.2 An increase in the travel price is only permissible if **ALT** informs the

renter clearly and comprehensibly in text form about the price increase and the reasons for it, and at the same time informs the renter of the calculation of the price increase.

5.3 The price increase is calculated as follows:

- In the event of an increase in the price for the carriage of persons in accordance with section 5.1.a), **ALT** may increase the tour price in accordance with the following calculation:
- In the case of an increase related to the seat, **ALT** can demand the amount of the increase from the client.
- Otherwise, the increased costs for fuel or other energy sources demanded by the transport company for each means of transport will be divided by the number of persons transported. **ALT** can demand the resulting increase for each person transported from the client.

b) In the event of an increase in taxes and other levies in accordance with section 5.1.b), the tour price may be increased by the corresponding pro-rata amount.

c) In the event of an increase in exchange rates in accordance with section 5.1.c), the tour price may be increased to the extent that the tour has become more expensive for **ALT** as a result.

5.4 **ALT** is obligated to grant the client/traveller a reduction in the tour price at the client's/traveller's request if and insofar as the prices, duties or exchange rates mentioned in section 5.1 a) - c) have changed after the conclusion of the contract and before the start of the tour and this results in lower costs for **ALT**. If the client/traveller has paid more than the amount owed hereunder, the additional amount must be reimbursed by **ALT**. However, **ALT** may deduct the administrative expenses actually incurred by **ALT** from the additional amount to be reimbursed. **ALT** must provide the client/traveller with evidence of the amount of administrative expenses incurred at the client's/traveller's request.

5.5 Price increases are only permissible up to the 20th day before the start of the trip and received by the client.

5.6 In the event of price increases of more than 8%, the client is entitled, within a reasonable period set by **ALT** at the same time as notification of the price increase, either to accept the change or to withdraw from the package travel contract free of charge. If the client does not expressly declare its withdrawal from the package travel contract to **ALT** within the period set by **ALT**, the change is deemed to have been accepted.

6. Withdrawal by the customer before the start of the trip; cancellation costs

6.1. The client may withdraw from the package travel contract at any time before the start of the trip. The withdrawal must be declared to **ALT** at the address given below; if the trip was booked through a travel agent, the withdrawal can also be declared to the agent. The client is recommended to declare the withdrawal in text form.

6.2. If the client withdraws before the start of the trip or if the client does not start the trip, **ALT** loses the claim to the trip price. Instead, **ALT** can demand appropriate compensation, insofar as **ALT** is not responsible for the withdrawal. **ALT** cannot demand compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity that significantly impair the performance of the package tour or the transportation of persons to the destination; circumstances are unavoidable and extraordinary if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

6.3 **ALT** has set the following flat rates for compensation, considering the period of time between the cancellation notice and the start of the trip, as well as the expected savings in expenses and the expected income from other uses of the travel services. The compensation is calculated according to the date of receipt of the cancellation notice as follows with the respective cancellation scale:

a) Individual round trips with own car rental

- Up to 40 days before departure 20 %
- From the 39th day before departure 50 %
- From the 20th day before departure 80 %
- From the 2nd day before the start of the trip until the day of the start of the trip or in case of no-show 90 % of the trip price;

b) Individual round trips with a private tour guide

- Up to 31 days before departure 20 %
- From the 30th day before departure 35 %
- From the 22nd day before departure 50 %
- From the 15th day before departure 75 %
- From the 2nd day before the start of the trip until the day of the start of the trip or in case of no-show 95 % of the trip price;

c) Group tours including Golf group tours

- Up to 31 days before departure 20 %
- From the 30th day before departure 35 %
- From the 22nd day before departure 50 %
- From the 15th day before departure 75 %
- From the 2nd day before the start of the trip until the day of the start of the trip or in case of no-show 95 % of the trip price;

6.4 In any case, the client is at liberty to prove to **ALT** that **ALT** has not incurred any loss at all or that the loss is significantly lower than the compensation lump sum demanded by **ALT**.

6.5 A compensation lump sum in accordance with section 6.3. is deemed not to be fixed and agreed if **ALT** proves that **ALT** has incurred significantly higher expenses than the calculated amount of the lump sum in accordance with section 6.3. In this case, **ALT** is obliged to specifically quantify and justify the compensation demanded, considering the expenses saved and the acquisition of any other use of the travel services.

6.6 If **ALT** is obligated to reimburse the travel fee because of a withdrawal, § 651h Paragraph 5 BGB remains unaffected.

6.7 The legal right of the client to request **ALT** to substitute a third party for the rights and obligations arising from the package travel contract in accordance with § 651 e BGB by means of notification on a permanent data carrier remains unaffected by the above conditions. Such a declaration is in any case timely if it is received by **ALT** 7 days before the start of the trip.

6.8 The conclusion of a travel cancellation insurance as well as an insurance to cover the repatriation costs in case of accident or illness is strongly recommended.

7. Re-bookings

7.1. The client has no right to change the date of travel, the destination, the place of departure, the accommodation, the type of meals, the mode of transport or other services (rebooking) after conclusion of the contract. This does not apply if the rebooking is necessary because **ALT** has provided no, insufficient, or incorrect pre-contractual information to the traveller in accordance with Art. 250 § 3 EGBGB; in this case, the rebooking is free of charge. If, in other cases, a rebooking is nevertheless made at the request of the client, **ALT** may charge the client a rebooking fee per traveller affected by the rebooking, provided that the following deadlines are observed.

7.2. Rebooking requests made by the client after the deadlines have expired can only be carried out, if they can be carried out at all, after withdrawal from the package travel contract in accordance with section 6 under the conditions and simultaneous re-registration. This does not apply to rebooking requests that only cause minor costs.

8. Service not utilized

If the traveller does not make use of individual travel services that **ALT** was willing and able to provide in accordance with the contract for reasons attributable to the traveller, the traveller is not entitled to a proportional refund of the travel price, insofar as such reasons would not have entitled the traveller to withdraw from or terminate the travel contract free of charge in accordance with the statutory provisions. **ALT** will make every effort to obtain reimbursement of the saved expenses from the service providers. This obligation does not apply if the services are completely insignificant.

9. Withdrawal due to non-achievement of the minimum number of participants on group tours

9.1. **ALT** can withdraw if a minimum number of participants is not reached in accordance with the following regulations:

a) The minimum number of participants and the latest date of receipt of the cancellation notice by **ALT** by the client must be stated in the respective pre-contractual information.

b) **ALT** must state the minimum number of participants and the latest withdrawal deadline in the travel confirmation.

c) **ALT** is obligated to immediately declare the cancellation of the trip to the client if it is determined that the trip will not take place due to the minimum number of participants not being reached.

d) Cancellation by **ALT** later than 40 days before the start of the trip is not permitted.

9.2. If the trip is not carried out for this reason, the client will immediately be reimbursed for any payments made on the trip price; section 6.6 applies accordingly.

10. Termination for reasons of conduct

10.1. **ALT** may terminate the package travel contract without notice if the traveller persistently disrupts the contract despite a warning from **ALT** or if the client breaches the contract to such an extent that the immediate cancellation of the contract is justified. This does not apply if the behaviour in breach of contract is causally based on a violation of **ALT's** information obligations.

10.2. If **ALT** cancels the contract, **ALT** retains the right to the tour price; however, **ALT** must consider the value of the saved expenses as well as the benefits that **ALT** obtains from other use of the unused service, including the amounts credited by the service providers.

11. Obligations of the customer/traveller

11.1. Travel documents

The client must inform **ALT** or its travel agent through which the client booked the package tour if the client does not receive the necessary travel documents (e.g. ticket for arranged air transportation, hotel voucher) within the period communicated by **ALT**.

11.2. Notice of Defects / Request for Remedy

a) If the trip is not provided free of travel defects, the traveller may demand redress.

b) If **ALT** was unable to provide a remedy because of a culpable failure to report the defect, the traveller can assert neither claims for a reduction in price pursuant to § 651m of the German Civil Code (BGB) nor claims for damages pursuant to § 651n of the German Civil Code (BGB).

c) The traveller is obligated to immediately notify the representative of **ALT** on site of the defect. If there is no representative of **ALT** on site and this is not contractually owed, any travel defects must be brought to the attention of **ALT** at the notified contact point of **ALT**; information on the availability of the representative of **ALT** or his contact point on site will be provided in the travel confirmation. However, the traveller may also bring the notice of defects to the attention of the travel agent through whom he/she booked the package tour.

d) **ALT's** representative is instructed to provide a remedy, insofar as this is possible. However, he is not authorized to acknowledge claims.

11.3. Setting a deadline before termination

If the client/traveller wishes to terminate the package travel contract due to a defect of the type described in section 651i (2) of the German Civil Code (BGB), insofar as it is significant, in accordance with section 651l of the German Civil Code (BGB), the client must first set **ALT** a reasonable deadline for remedial action. This does not apply only if the remedy is refused by **ALT** or if the immediate remedy is necessary.

11.4 Damage to baggage and baggage delay on ALT-arranged air transportation; special rules & deadlines for requesting remedy.

a) The passenger is advised that loss, damage, and delay of baggage in connection with air transportation arranged by **ALT** must be reported by the passenger to the responsible airline immediately on site by means of a damage report ("P.I.R.") in accordance with the provisions of aviation law. Airlines may refuse reimbursement based on international agreements if the damage report has not been completed. The damage report must be submitted within 7 days in the case of damaged baggage and within 21 days in the case of delayed baggage.

b) In addition, the loss, damage, or misrouting of baggage must be reported immediately to **ALT**, its representative or contact point or the travel agent. This does not release the renter from reporting the damage to the airline in accordance with letter a) within the deadlines.

12. Special obligations of the customer in the case of packages with medical services, spa treatments, wellness offers.

12.1. In the case of packages that include medical services, spa treatments, wellness offers or comparable services, it is the client's responsibility to find out before booking, before the start of the trip and before using the services whether the corresponding treatment or services are suitable for him/her, considering his/her personal health disposition, in particular any pre-existing complaints or illnesses.

12.2. **ALT** does not owe any special medical information or instruction about the consequences, risks, and side effects of such services, tailored to the respective client, in the absence of an express agreement.

12.3. The above provisions apply regardless of whether **ALT** is only an agent for such services or whether they are part of the travel services.

13. Limitation of liability

13.1. **ALT's** contractual liability for damages that do not result from injury to life, limb or health and are not culpably caused is limited to three times the price. Possible additional claims under the Montreal Convention or the Air Transport Act remain unaffected by this limitation of liability.

13.2. **ALT** 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. arranged excursions, sporting events, theatre visits, exhibitions) if these services were expressly identified as third-party services in the travel description and the travel confirmation, stating the identity and address of the arranged contractual partner, in such a clear manner that they are not recognizable to the traveller as being part of the package tour by **ALT** and were selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

13.3. **ALT** is liable, however, if and insofar as the breach of information, explanation, or organisational obligations on the part of **ALT** is the cause of the damage suffered by the traveller.

13.4. Insofar as services such as medical services, therapy services, massages or other healing treatments or services are not part of the package tour by **ALT** and are merely arranged by **ALT** in addition to the booked package according to section 13.2, **ALT** is not liable for the provision of services or personal injury or damage to property. Liability arising from the agency relationship remains unaffected. Insofar as such services are components of the travel services, **ALT** is not liable for the success of a cure or spa treatment.

14. Assertion of claims; addressee

The client/traveller must assert claims in accordance with § 651i Paragraph (3) No. 2, 4-7 BGB against **ALT**. The assertion can also be made via the travel agent if the package tour was booked via this travel agent. The contractual claims listed in section 651 i paragraph (3) BGB are subject to a limitation period of two years. The limitation period begins on the

day on which the trip should end according to the contract. An assertion in text form is recommended.

15. Information requirements on the identity of the operating air carrier in the case of flight brokerage by ALT

15.1. When arranging air transportation, **ALT** will inform the client of the identity of the operating airline(s) regarding all air transportation services to be provided as part of the booked trip before or at the latest when arranging the booking, in accordance with the EU regulation on informing passengers of the identity of the operating airline.

15.2. If the airline named to the client as the operating airline changes, **ALT** would inform the client of the change immediately and as quickly as is reasonably possible.

15.3. The "Black List" (airlines prohibited from using the airspace above the member states) drawn up in accordance with the EC regulation is available on the **ALT** website or directly at https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en and can be viewed at the **ALT** offices.

16. Passport, visa and health requirements

16.1. **ALT** will inform the client/traveller about general passport and visa requirements as well as health formalities of the country of destination, including the approximate deadlines for obtaining any necessary visas, prior to conclusion of the contract as well as any changes to these before the start of the trip.

16.2. The customer is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Any disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, will be borne by the client/traveller. This does not apply if **ALT** has provided no, insufficient, or incorrect information.

16.3. **ALT** is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic representation if the client has commissioned **ALT** to obtain them unless **ALT** has culpably breached its own obligations.

17. Special regulations in connection with pandemics (in particular the Corona virus)

17.1. The parties agree that the agreed travel services will always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

17.2. The traveller agrees to observe reasonable regulations or restrictions on use of the service providers when using travel services and to notify the tour guide and the service provider immediately in the event of typical symptoms of illness.

18. Alternative Streitbeilegung; Rechtswahl- und Gerichtsstandsvereinbarung

18.1. Regarding the Consumer Dispute Resolution Act, **ALT** points out that **ALT** does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for **ALT** after these Terms and Conditions of Travel have gone to print, **ALT** will inform consumers of this in an appropriate manner. **ALT** refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all travel contracts concluded in electronic legal transactions.

18.2. For clients/travellers who are not nationals of a member state of the European Union or Swiss nationals, the exclusive validity of German law is agreed for the entire legal and contractual relationship between the client/traveller and **ALT**. Such clients/travellers can sue **ALT** exclusively at **ALT's** registered office.

18.3. For legal action by **ALT** against clients or contractual partners of the package tour contract who are merchants, legal entities under public or private law or persons who have their domicile or usual place of residence abroad, or whose domicile or usual place of residence is unknown at the time the action is brought, the place of jurisdiction is agreed to be the registered office of **ALT**.

© Diese Reisebedingungen sind urheberrechtlich geschützt;
Noll | Hütten | Dukic Rechtsanwälte, München | Stuttgart, 2022

Reiseveranstalter ist:

African Luxury Travel GmbH

- Amtsgericht München / HRB 253533
- Geschäftsführer: Mark Pfeiffer
- Jagdfeldring 81, 85540 Haar
- Telefon: +49 (0)176/22 00 89 22
- E-Mail: mark@african-luxurytravel.de