

General terms and conditions

I. Contents of Contract, Conclusion of Contract

A mediation contract is concluded between the customer and the travel agency. The customer commissions the travel agency to arrange travel and travel services for him with tour operators and other service providers. The contract is concluded by order of the customer, which is accepted by the travel agency. The customer's order may be placed in writing, orally, by telephone or via online services. The travel agency only acts as an agent for the services booked by the customer. For the brokered services themselves, the General Terms and Conditions of the tour operator or service provider apply, which are included in the respective brokered contract. This applies in particular to the content and scope of the booked services, cancellations and rebooking, due dates and payment modalities of the travel price as well as any warranty claims in the event of defective service provision.

II. Service charges

The travel agency does not charge a service fee for the brokerage of package tours and other services offered by tour operators. The following service fees shall be charged for the provision of other services, including services by airlines, as well as for the provision of other services for the customer:

Flight: IATA tickets EUR 25-70

Timetable information EUR 5

Visa procurement according to expenditure

Ferry transport EUR 15

The customer shall reimburse the travel agency for any expenses or expenses incurred by the travel agency in connection with the order placed (e.g. issuing costs for visas, postage, etc.) in addition to the service fee, which only covers the pure brokerage service, in connection with the aforementioned services.

The service fees are due immediately upon invoicing. The due date is in no way related to the due date of the booked services (e.g. travel price payments). Should the customer rebook or cancel booked trips and services, the travel agency's claim to service charges already incurred shall remain unaffected. Expenses incurred shall also be reimbursed.

III. Information, notes

Information on brokered transport and tourist services are based exclusively on the information provided by the tour operator or service provider to the travel agency. The information provided by the travel agency does not constitute a guarantee or assurance of its own with regard to correctness, completeness and up-to-dateness. The travel agency shall be liable for the careful selection of the source of information and the correct reproduction of the information and references to the customer provided to it.

IV. Duties of the travel agency

The contractual obligations of the travel agency include exclusively the proper brokerage of the trips and services booked by the customer. The provision of these booked trips and services themselves does not form part of the travel agency's contractual obligations. Therefore, the travel agency is not liable if the services are not provided or not provided properly if the service provider is properly selected.

V. Payment

The travel agency undertakes to immediately transfer payments made by the customer to their intended purpose. Payments by the customer for travel services may only be accepted by the travel agency if the customer has been given a security note in accordance with § 651 k Para. 3 BGB (German Civil Code); this also applies to down payments.

VI. travel documents

In his own interest, the customer is requested to immediately check the documents handed over to him by the travel agency for their correctness and to inform the travel agency immediately of any discrepancies found in order to avoid damage. The travel agency will hand over the documents for the booked services to the customer immediately after receipt in the travel agency's business premises. The sending of the documents by post is at the exclusive risk of the customer. Sending by courier (e.g. UPS etc.) must be agreed separately and is at the expense of the customer.

VII. Liability and limitation of liability

As a travel agent, the travel agency is liable for ensuring that the brokerage, booking processing, collection and transmission of travel documents are carried out with the diligence of a prudent businessman. The travel agency is not liable for the fact that a contract corresponding to the booking order is concluded with the tour operator or service provider. The travel agency is only liable for errors in its own area of responsibility, i.e. for mediation errors committed by itself or its employees or vicarious agents, such as incorrect advice or booking not carried out in accordance with the order. However, this liability is limited to three times the price of the mediated service for damages that are not bodily injuries, unless the damage is based on intent or gross negligence.

VIII. Entry and health regulations

Information from the travel agency refers to the status at the time of booking. For travel services, it is generally assumed that the customer and other travel participants represented by him are German citizens, unless the affiliation to another country is obviously recognizable or the travel agency has been notified. Any other personal circumstances that are based on the person of the traveler cannot be taken into account, unless they are obvious or have been communicated to the travel agency. The travel agency expressly points out that it is possible at any time for state authorities to amend these travel-related provisions. The travel agency will use its best endeavours to inform the customer of any changes as soon as possible. However, the customer is advised to follow the news media in his destination or transit country due to changes in these regulations in order to be able to adapt to changed circumstances at an early stage. The customer is advised to inform himself in good time about infection and vaccination protection options as well as other prophylactic measures, in particular in the case of longer flights with regard to a risk of thrombosis, and to seek medical advice if necessary. General information is provided in particular by health authorities, doctors experienced in travel medicine, in particular tropical physicians, the travel medicine information service and the Federal Centre for Health Education. The participant himself is responsible for compliance with the regulations essential for the trip. The travel agency is not liable for the timely issue and receipt of visas and other travel documents in the case of separate orders for the procurement of visas and other travel documents, unless the travel agency has culpably caused the delay.

IX. Insurance

The travel agency recommends the customer to take out a travel protection package or at least a travel cancellation insurance at the time of booking.

X. Deadline for filing claims

The customer must assert all claims from the agency contract against the travel agency, for whatever legal reason, within two months of the end of the service (end of journey) contractually agreed with the tour operator or service provider against the travel agency. Otherwise the claims expire, unless the customer was prevented from asserting them in due time through no fault of his own.

XI. Jurisdiction

In the event that the traveler moves his residence or usual place of abode out of Germany after conclusion of the mediation contract or if this is unknown at the time the action is filed, the place of jurisdiction shall be the registered office of the travel agency.