

GENERAL TERMS & CONDITIONS



1. Conclusion of the travel contract

1.1 With the registration (booking form), the customer makes a binding offer to Wanderlust Africa (hereinafter "tour operator") to conclude a travel contract.

1.2. The registration can be made in writing, orally, by telephone or electronically (e-mail/online). The booking of the trip is only binding for the tour operator if it has been confirmed in writing to the traveler. The travel participant is bound to their registration until acceptance by the tour operator, but no longer than 16 days from the date of registration.

1.3 The customer is responsible for all contractual obligations of fellow travelers for whom they make the booking as for their own, provided that they have accepted this obligation through an express and separate declaration.

1.4 The contract is concluded upon receipt of the booking confirmation (declaration of acceptance) from the tour operator. It requires no specific form. At or immediately after the conclusion of the contract, the tour operator will send the customer a written travel confirmation.

1.5 If the content of the travel confirmation from the tour operator deviates from the content of the booking, a new offer from the tour operator is available, to which it is bound for a period of 10 days. The contract is concluded on the basis of this new offer if the customer declares acceptance to the tour operator within the commitment period by means of an express declaration or a deposit.

1.6 The tour operator assumes no liability for bookings (e.g. flights, connecting programs, own accommodation) that the customer makes independently outside of the agreed services, especially if these have a negative impact on the booked trip (e.g. flight delays).

1.7 Even when booking flights, the tour operator only acts as an agent. The contract of carriage is concluded directly between the passenger and the airline. The general terms and conditions of the respective airlines with their cancellation and rebooking conditions, which depend on the booked fare, therefore apply to flights. The tour operator will be happy to provide information on this.

2. Payment

2.1 Tour operators may only request or accept payments of the travel price before the end of the trip if the insolvency security certificate has been handed over to the customer. After the conclusion of the contract, a deposit of 25% of the travel price is due for payment upon delivery of the insolvency security note, which must be paid within 7 days of receipt of the invoice. The remaining payment is due 31 days before the start of the trip, provided that the insolvency security certificate has been handed over. If the customer does not make the down payment and/or the final payment in accordance with the agreed payment terms, the tour operator is entitled, after a reminder with a deadline, to withdraw from the travel contract and to charge the customer cancellation costs in accordance with Section 5.2 sentence 2 to 5.5.

2.2 The amount for the international flight connection booked through the tour operator is due immediately after the booking has been made and the invoice has subsequently been issued.

3. Contractual Services

Which services are contractually agreed results from the service descriptions in the offer and from the information in the travel confirmation referring to them. The information contained in the offer is binding for the tour operator. However, the tour operator expressly reserves the right to change the details of the offer before the contract is concluded, and the customer will of course be informed of this before booking.

4. Changes to services and price after conclusion of the contract

4.1 Changes or deviations of individual travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract and were not brought about by the tour operator in bad faith, are only permitted if the changes or deviations are not significant and do not affect the overall nature of the booked trip.

4.2 Any warranty claims remain unaffected insofar as the changed services are defective.

4.3 The tour operator is obliged to inform the customer about significant changes in service immediately after becoming aware of the reason for the change.

4.4 In the event of a significant change to an essential travel service, the customer is entitled to withdraw from the travel contract free of charge or to request participation in a trip of at least the same value if the tour operator is able to offer such a trip from its range at no additional cost to the customer. The customer must assert these rights immediately after the tour operator's declaration about the change in the travel service or the cancellation of the trip.

4.5 The tour operator reserves the right to increase the prices advertised and confirmed with the booking in the event of a change in the exchange rates applicable to the trip in question to the extent that the trip has become more expensive for the tour operator as a result.

4.6 An increase is only permitted if there are more than 2 months between the conclusion of the contract and the agreed travel date and the circumstances leading to the increase did not occur before the conclusion of the contract and were not foreseeable for the tour operator at the time the contract was concluded. Excluded from this are local fees to state institutions, such as park fees for national parks. Some of these can be changed at very short notice. The tour operator or the local partner agency cannot be held responsible for this country-specific procedure. The customer has to pay the difference to the original travel price, either before departure or directly on site.

4.7 In the event of a subsequent change in the travel price, the tour operator will inform the customer immediately. Price increases from the 20th day before departure are ineffective. In the event of price increases of more than 10%, the customer is

GENERAL TERMS & CONDITIONS



entitled to withdraw from the travel contract without fees or to request participation in a trip of at least the same value if the tour operator is able to offer such a trip from its range at no additional cost to the customer. The customer must assert these rights immediately after the price increase has been declared.

5. Withdrawal by Customer

5.1 The customer can withdraw from the trip at any time before the start of the trip. The receipt of the declaration of withdrawal by the tour operator is decisive. The customer is recommended to declare the cancellation in writing.

5.2 If the customer withdraws before the start of the trip or if there's a no-show at the start of the trip, the tour operator loses the right to the travel price. Instead, if the tour operator is not responsible for the cancellation or there is a case of force majeure, the tour operator can demand reasonable compensation for the travel arrangements made up to the cancellation and relevant expenses depending on the respective travel price.

5.3 The tour operator has staggered this claim for compensation over time, i.e. taking into account the proximity of the time of withdrawal to the contractually agreed start of travel, as a percentage of the travel price and taking into account usually saved expenses and usually possible other uses of the travel services when calculating the compensation. The compensation fee will be calculated as follows after receipt of the declaration of withdrawal:

- up to 60 days before departure 50% of the travel price
- 59 to 31 days before departure 75% of the travel price
- 100% of the travel price from 30 days before the start of the journey or in the event of non-commencement of the journey (no-show).

5.4 In any case, the customer is at liberty to prove to the tour operator that no damage or a significantly lower damage than the compensation fee requested has occurred.

5.5 The tour operator reserves the right to demand higher, specific compensation instead of the above fees, provided that the tour operator can prove that significantly higher expenses than the applicable fee have occurred. In this case, the tour operator is obliged to specifically quantify and document the compensation requested, taking into account the expenses saved and any other use of the travel services.

5.6 Up to 21 days before the start of the trip, the traveler can request that a third party take over the rights and obligations arising from the travel contract. A change in the person of the travel participant is only possible according to the special provisions of the respective service provider (airlines, local partner agency, accommodation, etc.). The tour operator charges a rebooking fee of EUR 50. The tour operator can object to the entry of the third party if this does not meet the special travel requirements or official orders oppose this. If a third party enters into the contract, they and the traveler of the tour operator are liable for the travel price and the additional costs incurred through the entry of the third party.

6. Rebookings

After the conclusion of the contract, the customer is not entitled to changes with regard to the travel date, the travel destination, the place of departure, the accommodation or the mode of transport (rebooking). The tour operator must therefore charge the traveler the same amount of costs as would have arisen at the time of the rebooking for a cancellation in accordance with Section 5. In the case of other, minor changes, the tour operator only charges a processing fee of EUR 50 plus the costs incurred by hotels and other service providers booked by the customer.

7. Unused Services

If the customer does not use individual travel services that were properly offered for reasons that are attributable to them (e.g. due to early return or other compelling reasons), the customer is not entitled to a pro rata refund of the travel price. The tour operator will endeavor to obtain reimbursement of the saved expenses from the service providers. This obligation does not apply if the services involved are completely insignificant or if statutory or official provisions prevent reimbursement.

8. Withdrawal and termination by the tour operator

In the following cases, the tour operator can withdraw from the travel contract before the start of the trip or terminate the travel contract after the start of the trip:

8.1 Without adhering to a deadline for behavioral reasons: If the customer persistently disrupts the execution of the trip despite a warning from the tour operator or if they behave in breach of contract to such an extent that the immediate cancellation of the contract is justified. If the tour operator cancels, the tour operator retains the right to the travel price; however, the tour operator must be credited with the value of the saved expenses as well as those benefits that the tour operator obtained from other uses of the unused services, including the amounts credited to the tour operator by the service providers.

8.2 Up to 4 weeks before the start of the trip: If the advertised or officially specified minimum number of participants is not reached, if the travel description for the trip in question refers to a minimum number of participants. In any case, the tour operator is obliged to inform the customer immediately after the conditions for the non-execution of the trip have occurred and to send them the declaration of withdrawal immediately. Cancellation must be declared to the customer no later than 30 days before the agreed start of the journey. The customer receives the paid travel price back immediately. If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, the tour operator must inform the customer of this.

9. Cancellation of the contract due to extraordinary circumstances

9.1 If the trip is made considerably more difficult, endangered or impaired as a result of force majeure that was not foreseeable when the contract was concluded, both the tour operator and the

GENERAL TERMS & CONDITIONS



traveler can terminate the contract. If the contract is terminated, the tour operator can demand appropriate compensation for the travel services already rendered or for the travel services still to be rendered at the end of the trip.

9.2 Furthermore, the tour operator is obliged to take the necessary measures, in particular to transport the traveler back if the contract includes return transport. The parties shall each bear half of the additional costs for the return transport. In all other cases the traveler is responsible for additional expenses.

9.3 If the trip is canceled due to force majeure, through no fault of the contractual partner, a non-refundable service fee of EUR 50 will be charged if the trip is canceled. This service fee is included in the travel price and includes services already provided, such as detailed advice, preparation of offers, booking and cancellation activities.

10. Customer Obligations

10.1 Notification of defects: If the trip is not provided in accordance with the contract, the customer can request remedial action. However, the customer is obliged to notify the tour operator immediately of any travel defects that have occurred. If the customer culpably fails to do so, the travel price will not be reduced. This does not apply if the notification is clearly futile or unreasonable for other reasons. The customer is obliged to notify the tour guide at the holiday destination immediately of their notice of defects. If there is no tour guide at the holiday destination, any travel defects must be reported to the tour operator at their registered office. Information about the accessibility of the tour guide or tour operator is given in the service description, but at the latest with the travel documents. The tour operator recommends informing the respective service provider (e.g. hotel, airline) about deficiencies and to remedy the situation. The tour guide is commissioned to remedy the situation if this is possible. However, it is not authorized to recognize claims.

10.2 Setting a deadline before cancellation: If a customer wants to cancel the travel contract because of a travel defect of the type described in § 651c BGB in accordance with § 651e BGB or for an important reason that the tour operator can identify because it is unreasonable, the customer must first set the tour operator a reasonable period of time to remedy the situation. This only does not apply if remedy is impossible or is refused by the tour operator or if the immediate termination of the contract is justified by a special interest of the customer that is recognizable to the tour operator.

10.3 Baggage damage and baggage delay: The tour operator urgently recommends reporting damage or delays in delivery on air travel immediately on the spot by means of a damage report to the responsible airline. The damage report must be submitted within 7 days of receipt in the event of damage to luggage and within 21 days in the event of a delay. Otherwise, the loss, damage or misdirection of luggage must be reported to the tour guide or the local representative of the tour operator.

10.4 Duty to mitigate damage: The customer must prevent the occurrence of damage as far as possible and keep the damage that has occurred to a minimum. In particular, the customer must draw the tour operator's attention to the risk of damage.

11. Limitation of Liability

11.1 The contractual liability of the tour operator for damage that does not result from injury to life, limb or health is limited to three times the travel price

- a) if damage to the customer is not caused intentionally or through gross negligence or
- b) insofar as the tour operator is responsible for damage incurred by the customer due to the fault of a service provider.

11.2 The tortious liability of the tour operator for damage to property that is not based on intent or gross negligence is limited to three times the travel price per traveler and trip.

11.3 The tour operator is not liable for service disruptions, personal injury and damage to property in connection with services that are only mediated as third-party services if these services are expressly identified as third-party services in the travel description and the booking confirmation, stating the contractual partner that has been mediated, so that they are recognizable to the customer as not part of the tour operator's travel services. However, the tour operator is liable

- a) for services that include the transport of the customer from the advertised starting point of the trip to the advertised destination, intermediate transportation during the trip and accommodation during the trip.
- b) if and insofar as the damage to the customer is caused by the tour operator's breach of information, information or organizational obligations.

12. Disclaimer of Claims and Statute of Limitations

12.1 Claims for non-contractual provision of the trip must be asserted by the customer no later than one month after the contractually agreed end of the trip. After the deadline, the customer can only assert claims if the customer was prevented from meeting the deadline through no fault of his own.

12.2 Claims of the customer according to §§ 651c to 651f BGB expire in one year. The statute of limitations begins on the day on which the trip should end according to the contract. If negotiations are pending between the customer and the tour operator about the claim or the circumstances justifying the claim, the statute of limitations is suspended until the customer or tour operator refuses to continue the negotiations. The statute of limitations begins at the earliest 3 months after the end of the suspension.

13. Insurance

We recommend taking out travel cancellation insurance and insurance to cover repatriation costs in the event of an accident or illness.

GENERAL TERMS & CONDITIONS



14. Passport, visa and health regulations

14.1 The tour operator will inform nationals of a state of the European Union in which the trip is offered about the provisions of passport, visa and health regulations before the conclusion of the contract and about any changes to them before the start of the trip. The responsible consulate provides information for nationals of other countries. It is assumed that there are no peculiarities in the person of the customer and any fellow travelers (e.g. dual nationality, statelessness).

14.2. The customer is responsible for obtaining and carrying the necessary travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, are at the customer's expense. This does not apply if the tour operator culpably failed to provide adequate or incorrect information.

14.3. The tour operator is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the customer has commissioned the tour operator to obtain them, unless the tour operator has culpably violated his own obligations.

15. Choice of Law

German law applies exclusively to the contractual relationship between the customer and the tour operator. This also applies to the entire legal relationship. Insofar as German law is not applied in the case of customer complaints against the tour operator abroad for the liability of the tour operator, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of claims by the customer.

16. Court of Jurisdiction

16.1 The customer can only sue the tour operator at their registered office.

16.2 The place of residence of the customer is decisive for complaints by the tour operator against the customer. For lawsuits against customers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is not known at the time the complaint is filed, the place of jurisdiction will be the registered office of the tour operator.

Tour Operator
Wanderlust Africa
Owner: Alexandra Katzer
Austrasse 42/1
97980 Bad Mergentheim
Status: July 2021