



## Terms & Conditions

Dear Guest,

Please read the following clauses carefully, because these clauses govern the contractual relationship between you and the tour operator, hereinafter referred to as TO.

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### 1. Booking the travels / conclusion of the travel contract

1.1. With the booking order, which can be effected both verbally or in written form, the client offers the TO a binding conclusion of the travel contract.

1.2. The booking of the travels only becomes binding for the TO when it is confirmed in writing from the TO to the client or a travel agency acting on behalf of the client. In the case of the booking being made through a travel agency the client immediately receives a copy of the travel booking confirmation from the TO through the travel agency.

1.3. Should the travel booking confirmation differ from the booking order, the TO is bound to the new offer for 10 days. The travel contract, based on the new offer, materialises when the client accepts the offer within the time limit of 10 days by for example expressly declaring, paying a deposit or paying the balance.

1.4. Service providers (such as hotels, airlines, transport companies) and travel agencies are not authorised by the TO to giving warranties or to reach an agreement that exceeds the travel offer or travel booking confirmation or is contradictory with it or that alters the confirmed content of the travel contract.

1.5. The extent of the contractual agreed service results from the service description of the particular offer as well as the corresponding details in the travel booking confirmation.

### 2. Service and price changes

2.1. Changes and deviations from the agreed contents of the travel contract, which become necessary after the conclusion of the travel contract and which have not been caused against good faith on behalf of the TO, are permitted, as long as the changes and deviations are not extensive, do not lead to a substantial change in the travel service and do not affect the overall arrangement of the booked travels. Guarantee claims stay unaffected should the changed services be afflicted with deficiencies. The TO is obligated, to inform the client about any substantial changes in services immediately after the acknowledgement of the reason for these changes. In the case of a substantial change of one of the significant travel services, the client is entitled to gratuitously withdraw from the travel contract or to demand the participation in an at least equivalent travel, if the TO is able to offer such a travel without additional charge for the client from his portfolio. The client has to assert these rights towards the TO immediately after the explanation of the TO on the changes to the travel services or the cancellation of the travels.

2.2 TO reserves the right to change the prices advertised and confirmed with the booking in the event of any increase in the costs of transport or levies for certain services, such as airport fees or any change in the currency exchange rates applicable to the respective trip, to the extent that such increase in the costs of transport or levies for certain services per person or seat have an impact on the trip price, insofar as there are more than four months between the conclusion of the contract (receipt of the confirmation of the booking by the customer) and the agreed travel date.

2.3. In the case of a subsequent price change, the TO needs to inform the client immediately or no later than 21 days before the journey. Price increases after this point in time is not admissible.

2.4. Should the price increase be more than five percent, the client is also entitled to withdraw from the travel contract, no fees attached or to demand the participation in an at least equivalent travel, if the TO is able to offer such a travel without additional charge for the client from his portfolio. The client needs to assert these rights towards the TO immediately after the statement from the TO regarding the price increase.

### 3. Payment

3.1. A deposit is due with the conclusion of the travel contract, which is credited against the travel price. The deposit amounts to 20% of the trip price. A higher deposit can be required from the TO if this is agreed upon in the particular case and if the client has received a 'Sicherungsschein' according to § 651 k Abs. 3 BGB (German Civil Code) beforehand.

3.2. The payment of the balance is due 8 weeks before the commencement of travel. In the case of a booking made less than 8 weeks prior to the commencement of travel the total trip price is due immediately.

3.3. The client receives the travel documents subsequent to receipt of full payment of the trip price. Without full payment of the trip price there is no entitlement to claiming of travel benefits.

3.4. If the client does not remit a deposit and / or the full payment according to the agreed payment date, the TO is entitled, subsequent to reminder with fixing of a period of time, to withdraw from the travel contract and to charge the client with cancellation fees according to point 4.



#### **4. Cancellation by the client before commencement of travel / Cancellation fees**

4.1. The client can withdraw from the travel at any time before commencement of travel. The withdrawal has to be declared towards the TO to the following stated address. It is recommended to the client to declare the withdrawal in written form.  
*Bush Legends Ellen Spielberger, Fenchelring 3, 65191 Wiesbaden*

If the client withdraws from the travel before commencement of travel or does not partake in the travel at all, the TO loses entitlement to the trip price. Instead the TO, as long as the withdrawal is beyond his control or a case of superior force is given, can request an adequate compensation for the travel arrangements which have already been made prior to the cancellation and for his expenditure in accordance to the respective trip price. The precise compensation is to be quantified and documented by the TO considering the saved expenditures and a potentially ulterior usage of the travel services.

4.2 TO has staggered this claim to compensation, i.e., to reflect the length of time between the date of the cancellation and the contractually agreed travel date as a lump-sum percentage of the trip price minus the value of the customarily saved expenses and the customary potential savings from alternative deployment of the travel services. Compensation will be calculated as follows according to the date of the receipt of the client's cancellation:

up to 45 days prior to commencement of travel: 20% of the trip price  
up to 31 days prior to commencement of travel: 45% of the trip price  
up to 25 days prior to commencement of travel: 50% of the trip price  
up to 16 days prior to commencement of travel: 60% of the trip price  
from 15 days prior to commencement of travel: 100 % of the trip price

Non attendance by the client to the agreed start of travel will result in 100% of the trip price as cancellation fees.

4.3 At any rate, the client is free to prove that TO has not incurred any loss or damage at all or a much lower loss than the lump-sum amount demanded by TO.

4.4 TO reserves the right, in deviation from the foregoing lump-sum amounts, to demand a higher specific amount as compensation. In this case, TO is obligated to specify and document the compensation demanded, while taking into account the expenses saved and any other use of the travel services.

#### **5. Client's Obligations**

##### *5.1. Notice of defect*

Should the travel not be adduced according to the contract, the client can request a remedy. The client is however obligated to immediately notify the TO of such occurred deficiency of the travel. If the client culpably refrains there from, a reduction of the trip price does not occur. This does not apply, only when the notification is recognisably futile or for other reasons not bearable.

The client is obligated to immediately notify the local travel representative at the travel destination of the occurred deficiency. Should a local travel representative not be present at the travel destination, the TO needs to be informed of a possible deficiency at his registered office. The client is informed about the reach ability of a local travel representative or the TO in the service description, at the latest though in the travel documents. The local representative is assigned to find a remedy provided that it is possible. The local travel representative is not authorised to recognise claims of the client.

##### *5.2. Setting a period of time for relief prior to termination*

If a client wishes to terminate the travel contract as a result of a defect of the type referred to in section 651c BGB or for an important reason discernible to TO in accordance with § 651e BGB, the client shall first have to set an appropriate period of time so that TO can provide relief. This shall not apply only if such relief is impossible or is refused by TO or if immediate termination of the contract is required by a particular interest of the client that is discernible to TO.

##### *5.3. Loss or delay of baggage*

TO urgently recommends that any loss or damage to or delays in delivering baggage in connection with flights must be reported to the respective airline at the airport without undue delay by filing a Property Irregularity Report (P.I.R.). As a rule, airlines will refuse to make reimbursements if no report has been filled out. The complaint is to be filed within seven days, in case the baggage lost, or in the event of delays, within 21 days after the baggage has been delivered. In other respects, the loss, damage or miscarriage of baggage is to be reported to the tourist guide or to TO's local representative.

##### *5.4. Travel documents*

The client has to inform TO, if the client does not receive the required travel documents (such as plane tickets, hotel coupons, etc.) within the period stated by TO.

##### *5.5. Duty to reduce loss or damage*

If possible, the client must prevent the occurrence of loss or damage and must minimize any loss or damage incurred. In particular, the client must draw TO's attention to the risk of loss or damage.



## 6. Passport, Visa and Health Regulations

6.1. TO will inform citizens of a member state of the European Union in which the travel package is being offered, about the provisions of the passport, visa and health regulations prior to the conclusion of a contract and about any changes prior to the commencement of travel. The respective consulate will provide information to citizens of other countries. It is being assumed that there are no special circumstances affecting the client personally or any accompanying persons (such as dual citizenship or statelessness).

6.2. The client is responsible for acquiring and carrying the necessary travel documents, obtaining any vaccinations required, and complying with customs and currency regulations. Disadvantages resulting from non-compliance with these regulations, such as the payment of cancellation costs, shall be at the client's expense. This shall not apply, if TO has culpably failed to provide information, or has culpably provided insufficient or false information.

6.3. TO is not liable for the timely issuance and receipt of required visas by the respective diplomatic mission, if the client has asked TO to obtain such visas, unless TO has culpably breached TO's duties.

## 7. Limitation of Liability

7.1. TO's contractual liability for loss or damage, not including physical injury or death, is limited to three times the price of the travel package,

- a) insofar as the client's loss or damage was not caused intentionally or through gross negligence, or
- b) insofar as TO is responsible for a loss incurred by the client solely due to the fault of a service provider.

7.2. TO's tort liability for loss of or damage to property not based on deliberate intent or gross negligence is limited to three times the price of the travel package. This maximum indemnity limit applies per client and trip, respectively. Any additional claims in connection with baggage in accordance with the Montreal Convention remain unaffected by this limitation.

7.3. TO is not liable for impairment of performance, personal injury or death or loss of or damage to property in connection with services which were merely arranged as third-party services (e.g., excursions, sports events, visits to the theatre, exhibitions, etc.), if such services are expressly designated as third-party services in the tour description and in the booking confirmation together with information on the contracting party, in such a way that it is discernible by the client that such third-party services are not part of the TO's travel services.

## 8. Exclusion of Claims and Limitation

8.1. Claims by the client in accordance with § 651c to § 651f BGB shall be statute-barred in one year. The limitation period shall commence on the date on which the trip was supposed to end under the contract. If negotiations between the client and TO concerning the claim or the circumstances justifying the claim are pending, the limitation period is interrupted until the client or TO refuses to continue the negotiations. The limitation period shall expire three months after the end of the interruption at the earliest.

## 9. Place of Jurisdiction / Partial Invalidity Clause

9.1. The client may only sue TO at the courts located where TO has its registered office.

9.2. The client's place of residence will determine the place of jurisdiction for legal action taken by TO against the client. For lawsuits filed against clients or contractual partners, who are merchants, legal entities under public or private law, or persons whose residence or customary who have their residence or habitual abode outside of Germany, or their residence or habitual abode is unknown when the lawsuit is filed, the courts located where TO has its registered office shall have jurisdiction.

9.3. The foregoing provisions do not apply,

- a) if and insofar as other provisions in the client's favour apply owing to inalienable contractual provisions of international conventions, which are to be applied to the travel contract between the client and TO, or
- b) if and insofar as inalienable provisions in the member state of the EU to which the client belongs and applicable to the travel contract are more favourable to the client than these provisions or the corresponding German regulations.

9.4. The invalidity of individual provisions of the travel contract or of the foregoing Terms and Conditions shall not result in the invalidity of the whole travel contract or all of the foregoing Terms and Conditions.

Status: 05th January 2009