

## General terms and conditions

Dear traveller, the general terms and conditions set out below govern the contractual relationship between you and the tour operator, hereinafter referred to as "the organiser". They are in line with and supplementary to the statutory provisions of sections 651a to y of the German Civil Code (hereinafter referred to by the German abbreviation "*BGB*") and articles 250 and 252 of the Introductory Act to the German Civil Code (hereinafter referred to by the German abbreviation "*EGBGB*"). The new legislation for travel contracts which entered into force on 1 July 2018 has brought a number of changes and new regulations.

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### 1 Booking of the tour / conclusion of the travel contract / obligation for travellers

- 1.1 By submitting a booking request, either orally or in writing, the customer makes a binding offer to enter into a travel contract.
- 1.2 The booking shall become binding upon the organiser once it has been confirmed in writing to the traveller or to the travel agency that has made the booking request on behalf of the traveller. If the booking has been made through a travel agency, the traveller will be sent a written copy of the organiser's booking confirmation by the travel agency without delay.
- 1.3 If the booking confirmation differs from the content of the booking request, the organiser shall be bound by this new offer for a period of ten days. The travel contract will then be concluded on the basis of this new offer, provided that the organiser has complied with its pre-booking information obligations and the traveller accepts the offer within this period, either by explicit consent or by making a down payment or by paying the remaining balance.
- 1.4 The scope of services included in the contract shall be based on the description of the corresponding offer and on the organiser's corresponding supplementary information, as far as this has been available to the customer at the time of booking.
- 1.5 Any information provided by the organiser prior to booking about essential elements of the travel services, the package price and all additional costs, terms of payment and percentage rate cancellation fees (pursuant to article 250 section 3 points 1, 3 to 5 and 7 *EGBGB*) shall form an integral part of the package travel contract, except as otherwise explicitly agreed between the parties.
- 1.6 Customers shall be held liable for all contractual obligations of those travellers for whom they make the booking, as well as for their own obligations, insofar as they have assumed this obligation by an explicit separate declaration to this effect.
- 1.7 Service providers (hotels, airlines, transport companies) and travel agencies are not authorised by the organiser to give assurances or make agreements that go beyond or contradict the description of the travel offer or of the organiser's booking confirmation or change the confirmed content of the travel contract.
- 1.8 The organiser points out that in accordance with statutory provisions (section 312 subsection 7, section 312g subsection 2 sentence 1 point 9 *BGB*), travellers are not entitled to revoke package travel contracts within the meaning of sections 651a and 651c *BGB* that have been concluded by distance selling; in such cases, travellers only have the statutory rights of rescission and termination, in particular the right of rescission in accordance with section 651h *BGB* (see also item 4 of the present terms).

### 2 Payment

- 2.1 Once the contract has been made, a down payment of 20% of the package price shall be due against handing over of the guarantee certificate in accordance with section 651r *BGB*. A higher down payment may be required by the organiser if this is necessary due to corresponding terms of payment of service providers. Payment of the remaining balance shall be due 8 weeks prior to the start of the journey. If the booking is made less than 8 weeks before the start of the journey, the full price shall be due immediately.
- 2.2 Travellers shall receive the travel documents upon receipt of full payment of the package price. Travellers shall have no right to the travel services unless payment has been made in full.
- 2.3 If the customer does not make the down payment and/or does not pay the remaining balance in accordance with the agreed due dates although the organiser is willing and able to properly provide the contractual services, has fulfilled its statutory information obligations and the customer does not have any statutory or contractual right of retention, the organiser shall be entitled, after sending a reminder and setting a deadline, to rescind the package travel contract and charge the customer with cancellation costs in accordance with items 4.4 to 4.6 of the present terms.

### 3 Change in services after conclusion of the contract

- 3.1 Prior to the commencement of travel, the organiser shall be entitled to make deviations to essential elements of the travel arrangements from the agreed content of the package travel contract, if such deviations become necessary after conclusion of the contract and are not caused by the organiser in bad faith, insofar as such deviations are insignificant and do not affect the overall character of the journey.
- 3.2 The organiser must notify the customer of any changes to the services without delay upon becoming aware of the reason for such change; the organiser shall provide this information in a way that is easy to understand and that clearly points out the changes.
- 3.3 In the event of a significant change to an essential element of the travel arrangements, the customer shall be entitled to either accept the change within a reasonable period of time set by the organiser in the notification of the change, or to withdraw from the package travel contract free of charge, or to demand participation in a substitute journey, if the organiser can offer such a journey at no extra cost to the customer. Customers must exercise these rights without delay upon receipt of the organiser's notification about the change of the travel arrangements. If the customer does not react to the organiser's notification or does not do so within the set period, the notified change shall be deemed to have been accepted. The organiser shall advise the customer accordingly in the notification according to item 3.2 of the present terms; this information must be pointed out in a clear and understandable manner.
- 3.4 This shall be without prejudice to warranty claims with regard to any shortcomings of the changed arrangements. If the organiser's costs for execution of the changed or substitute journey are lower although the qualities of the journey are the same, the organiser shall refund the difference to the customer in accordance with section 651m subsection 2 *BGB*.

### 4 Rescission by customer prior to commencement of travel/cancellation costs

- 4.1 Prior to the commencement of travel, the traveller may rescind the contract at any time. This rescission must be declared to the organiser. If the travel package has been booked via a travel agent ("retailer"), the customer shall declare rescission also to the agent. Customers are recommended to rescind the contract in writing using a permanent data medium.
- 4.2 If travellers rescind the contract prior to commencement of travel or just do not start the journey, the organiser shall lose the claim to the travel package price. Instead, the organiser shall be entitled to a reasonable compensation, unless the organiser is at fault for the rescission, or if, at the place of destination or in its immediate vicinity, extraordinary circumstances occur which considerably impair the journey or the transport of persons to the place of destination. Circumstances are unavoidable and extraordinary if they are beyond the organiser's control and if the consequences of such circumstances could not have been avoided even if all reasonable precautions had been taken.
- 4.3 In the following cases, the organiser shall be entitled to rescind the contract prior to commencement of travel: The organiser is prevented from performing the contract due to unavoidable, extraordinary circumstances. In this case, the organiser shall cancel the contract without delay

as soon as obtaining knowledge of such circumstances. In case the organiser cancels the contract, it shall not be entitled to the travel package price.

4.4 The amount of the compensation shall be determined by the travel package price less the value of the expenses saved by the organiser and less any income gained by the organiser from alternative deployment of the travel services; at the customer's request, the organiser shall justify the calculated compensation amount. The organiser has determined the following percentage compensation rates, taking into account the period between the notice of rescission and the start of the journey, as well as expected cost savings and expected income from alternative deployment of the travel services. The amount of compensation will be calculated after receipt of the notice of rescission as follows:

up to 45 days prior to commencement of travel: 20% of travel costs

up to 31 days prior to commencement of travel: 50% of travel costs

up to 16 days prior to commencement of travel: 60% of travel costs

from 15 days prior to commencement of travel: 95% of travel costs

If travellers fail to turn up at the agreed time of start of the journey, 100% of the travel costs will have to be paid.

4.5 In any case, the customer shall be entitled to render proof to the organiser that the latter has not suffered any loss at all or that the suffered loss is substantially lower than the claimed compensation.

4.6 The organiser reserves the right to demand a higher, individually calculated compensation instead of the above fixed compensation rates if the organiser can prove that it has incurred expenses significantly in excess of the applicable percentage rate. In this case, the organiser shall quantify these costs and render proof of having incurred expenses in the amount of the claimed compensation, taking into account the expenses saved and income from alternative deployment of the travel services.

4.7 This shall be without prejudice to the customer's statutory right to name a substitute traveller in accordance with section 651b BGB.

4.8 Customers are strongly recommended to take out travel cancellation insurance and insurance to cover repatriation costs in the event of an accident or illness.

## **5 Booking changes**

5.1 Customers shall not be entitled to any changes with regard to travel dates, destination, place from where the journey starts, accommodation or transport arrangements. This does not apply if the booking change is necessary because the organiser has not provided the traveller with any, insufficient or incorrect pre-contractual information in accordance with article 250 section 3 EGBGB. In this case, the booking change is possible free of charge.

5.2 In all other cases where changes are made at the customer's request, a separate fee in the amount of 50 EUR for each change and each person will be charged. Any additional costs incurred vis-a-vis service providers (such as airlines or hotels) as a result of such changes shall be charged separately. Please check the correct spelling of your name on the flight tickets and make sure they contain all details as specified in your passport.

5.3 Changes requested by the customer after expiry of the deadlines can only be carried out - if possible at all - by rescinding the package travel contract in accordance with item 4 of the present terms under the conditions laid down there, and at the same time making a new booking. This does not apply to change requests that cause very low costs only.

## **6 Failure to make use of services**

6.1 If a traveller does not make use of individual travel services which the organiser was willing and able to provide as agreed in the contract, and the reasons for not making use of such services are attributable to the traveller, they shall not be entitled to a pro-rata refunding the travel price.

## **7 Cancellation for not reaching the minimum number of participants**

7.1 The organiser can only cancel the package travel contract for not having reached the minimum number of participants if

- a) in the relevant pre-contractual information, a minimum number of participants was specified, together with the latest date prior to the contractually agreed commencement of travel by which the notice of cancellation must have been received by the customer; and
- b) in the booking confirmation, the minimum number of participants and the latest date for cancellation are specified.

Cancellation must be notified to the customer at the latest on the date indicated in the pre-contractual information and in the booking confirmation. Should it become obvious on an earlier date that the minimum number of participants cannot be reached, the organiser shall cancel the contract without undue delay.

7.2 If the journey is not carried out for this reason, the organiser must refund without undue delay any payments made by the customer on account of the travel package price, in any case within 14 days of receipt of the notice of cancellation.

## **8 Termination for reasons of conduct**

8.1 The organiser may terminate the package travel contract without notice if the traveller, despite a warning from the organiser, causes lasting disruption or behaves contrary to the contract to such an extent that immediate termination of the contract is justified. If the organiser terminates the contract for this reason, it shall retain the right to the travel package price; however, the traveller shall be entitled to a reduction of the price corresponding to the value of the saved expenses and any income from alternative deployment of services that have not been used by the traveller, including the amounts that may be credited to the organiser by the service providers.

## **9 Traveller's obligation to cooperate**

### **9.1 Travel documents**

Customers shall inform the organiser or the travel agency via which they have booked the travel package, if they do not receive the necessary travel documents (e.g. flight tickets, vouchers) within the period indicated by the organiser.

### **9.2 Notice of shortcoming (lack of conformity)**

If the travel services are not performed in accordance with the package travel contract, customers shall be entitled to demand remedial action. The organiser can reject remedial action if such action is not possible or would cause unreasonable costs.

If the organiser cannot provide remedial action due to the traveller's failure to notify the organiser of the shortcoming and the traveller is at fault for such failure, the latter shall not be entitled to a price reduction pursuant to section 651m nor to claim damages in accordance with section 651n BGB.

The traveller shall notify the shortcoming without undue delay to the organiser's representative on site. If there is no representative of the organiser on site and there is no contractual obligation for the organiser to have a representative on site, any shortcomings of the travel package should be brought to the organiser's attention at the indicated point of contact. The travel documents include information on how to contact the organiser's representative or point of contact on site. However, travellers can also notify shortcomings to the travel agency through which they

have booked the travel package. The job of the organiser's representative includes taking remedial measures, as far as this is possible. However, the representative is not authorised to recognise any claims.

#### 9.3 Setting a deadline before termination

If the traveller wishes to terminate the package travel contract in accordance with section 651l *BGB* due to a shortcoming of the type described in section 651i subsection 2 *BGB*, insofar as it is substantial, the traveller must first set a reasonable deadline for the organiser to remedy the situation. This shall not apply if the organiser refuses to remedy the situation or if immediate remedial action is necessary.

#### 9.4 Damage to luggage and luggage delay in air travel, special rules and deadlines for requesting redress

Travellers are advised that, in accordance with the provisions of aviation law, loss, damage and delay of luggage in connection with air travel must be reported without undue delay to the responsible airline on site by means of a "Property Irregularity Report" (P.I.R.). In accordance with international agreements, airlines and organisers are entitled to reject reimbursement, if the property irregularity report has not been completed. In case of damage to luggage, the report must be submitted within 7 days, in case of luggage delay within 21 days of handover. In addition, the loss, damage or misdirection of luggage must be notified without undue delay to the organiser, the organiser's representative or point of contact, or to the travel agent. Please note that this does not release the traveller from the requirement to report the damage to the airline within the deadlines indicated above.

#### 9.5 Obligation to keep damage to a minimum

Customers shall help to prevent damage as far as possible, and to keep any damage occurred to a minimum. In particular, customers shall bring the risk of damage to the attention of the organiser.

### 10 Limitation of liability

10.1 The organiser's contractual liability for damage other than bodily injury and for which the organiser is not at fault shall be limited to three times the package price. This limitation shall be without prejudice to any claims exceeding this amount that may be possible in accordance with international agreements or statutory provisions based on such agreements.

10.2 The organiser shall not be held liable for disruptions to services, personal injury and property damage in connection with third-party services for which the organiser acts merely as an agent (e.g. excursions, sporting events, theatre visits, exhibitions), if these services have been expressly and clearly identified as third-party services in the travel description and in the booking confirmation, stating the identity and address of the contractual partner by which the services are rendered, in such a way that it is obvious to the traveller that they are not part of the organiser's package tour and have been selected separately. This shall be without prejudice to sections 651b, 651c, 651w and 651y of the *BGB*. Nevertheless, the organiser shall be liable if and to the extent that a damage suffered by the traveller has been caused due to the organiser's non-compliance with its obligations to provide information, give a warning or take care of the organisation.

### 11 Asserting claims: Addressee, information about consumer dispute resolution

11.1 Claims in accordance with section 651i subsection 3 points 2, 4-7 *BGB* shall be raised by the traveller vis-a-vis the organiser. Such claims may also be raised vis-a-vis the travel agent, if the package was booked through this travel agent. It is recommended to raise claims on a permanent data medium.

11.2 In accordance with the Act on Alternative Dispute Resolution in Consumer Matters, the organiser points out that it will not take part in voluntary consumer dispute resolution processes. In the event that, after the present terms and conditions have been published, it becomes obligatory for the organiser to take part in consumer dispute resolution processes, the organiser shall inform the customer thereof in an appropriate form.

### 12 Duty to provide information about the identity of the air carrier

12.1 The EU regulation on informing air transport passengers at the time of booking of the identity of the air carrier requires the organiser to inform customers of the identity of the airlines that will provide all air transport services that form part of the booked package tour. If, at the time of booking, it is not yet certain which airline will provide the air transport services, the organiser shall tell the customer which airline or airlines will probably provide the air transport services. As soon as the organiser knows which airline will operate the flight(s), it shall inform the customer accordingly. If the airline indicated to the customer changes, the organiser shall inform the customer about this change. In such case, the organiser shall, without undue delay, take all reasonable measures to ensure that the customer is notified of the change as soon as possible. The list of air carriers subject to an operating ban within the EU ("Community list", formerly also referred to as "blacklist") is available from the following website:

[http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm)

### 13 Passport, visa and health provisions

13.1 The organiser shall inform travellers, before entering into the contract, about general passport and visa requirements as well as about health formalities of the countries of destination, including information about approximate periods for obtaining visas that might be required, and, in case of any changes in this regard, the organiser shall inform travellers before the tour starts. This information is based on the assumption that there are no special circumstances (such as dual citizenship or statelessness) applying to any of the travellers for whom the booking is made.

13.2 It is the travellers' responsibility to obtain and take the officially required travel documents with them, have all vaccinations done that may be required and comply with customs and foreign exchange rules. Any disadvantages resulting from non-compliance with these rules and regulations, e.g. the payment of cancellation costs, shall be borne by the traveller. This shall not apply if the organiser has not informed the traveller, or has provided insufficient or incorrect information.

13.3 If the customer has requested the organiser to obtain necessary visa, the organiser shall not be held liable for such visas being granted by the corresponding diplomatic representation and received in time, unless the organiser has violated its own obligations in this matter.

### 14 Data protection

14.1 The personal data provided by the customer to the organiser would be electronically processed and used to the extent necessary for the establishment, implementation or termination of the travel contract and for customer service. For the purpose of implementing the tour, customer data would be forwarded to third parties (service providers, authorities, airlines) in the destinations visited by the customers to the extent necessary to implement the tour. The organiser complies with the provisions of the German Data Protection Regulation (DSGVO) when collecting, processing and using personal data.

### 15 Legal venue, place of jurisdiction

15.1 For customers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive validity of German law is agreed for the entire legal and contractual relationship between the customer and the organiser. Such customers can only sue the organiser at the registered office of the organiser.

15.2 The registered office of the organiser is agreed as the place of jurisdiction for legal action brought by the organiser against customers or contractual partners of the package tour contract who are merchants, legal entities under public or private law or persons whose place of residence or usual abode is abroad, or whose place of residence or usual abode is unknown at the time the action is brought.

**16 Special regulations in connection with Covid-19 or pandemics**

16.1 The agreed travel services by the respective service providers can be provided in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

16.2 The traveller agrees to comply with reasonable usage regulations or usage restrictions of the service providers when using travel services and to bear the costs for officially ordered tests or examinations himself.

**Tour Operator**

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