

This translation of the Terms and Conditions serves only for better understanding. Only the German version is enforceable.

## **GENERAL TERMS AND CONDITIONS OF TRAVEL**

The following General Terms and Conditions are an integral part of the package travel contract concluded between you and Diamond Way Travel gGmbH - hereinafter referred to as the tour operator. The tour operator is responsible for the proper provision of the travel services according to § 651 i BGB.

### **1. Conclusion of the package travel contract**

- 1.1. The basis of the travel offer is the tour description of the tour operator as well as the individual offer and the supplementary information for the respective trip, insofar as these are available to the customer (hereinafter referred to as "traveler") at the time of booking.
- 1.2. With the travel registration (booking), made in writing, electronically or by telephone, the traveler offers the tour operator the binding conclusion of the package travel contract for the specified persons.
- 1.3. The contract is concluded upon receipt of the booking confirmation (declaration of acceptance) of the tour operator. It does not require a specific form. Upon or immediately after conclusion of the contract, the tour operator will send the traveler a travel confirmation on a permanent medium (letter or e-mail).
- 1.4. If the content of the booking confirmation deviates from the content of the travel registration, this is a new offer of the tour operator, to which the tour operator is bound for a period of 10 days. The contract is concluded on the basis of this new offer if the traveler expressly declares acceptance or pays deposit or entire tour price within the binding period.
- 1.5. The traveler is responsible for all contractual obligations of fellow travelers for whom he makes the booking, as for his own, insofar as he has assumed this obligation by express and separate declaration.

### **2. Payment**

- 2.1. Payments on the tour price may only be demanded or accepted before the end of the tour if the tour operator hands over a security certificate.
- 2.2. Unless otherwise agreed, a deposit of 20% of the tour price is due after conclusion of the contract and handover of the security certificate.
- 2.3. The balance of the tour price is due one month before the start of the tour, provided that the tour can no longer be cancelled in accordance with section 5.1. In the case of bookings made at short notice (less than 40 days before the start of the tour), the tour price is due immediately if the tour can no longer be cancelled in accordance with section 5.1. If cancellation is possible in accordance with clause 5.1, the balance shall only be due on expiry of the cancellation period, but no earlier than one month before the start of the tour.
- 2.4. If the traveller does not make the deposit and/or the final payment in accordance with the agreed payment due dates, the tour operator is entitled to withdraw from the travel contract after sending a reminder with a deadline and to charge the traveller with withdrawal costs in accordance with section 4.2. sentence 2 to 4.5.

- 2.5. The traveller must inform the tour operator if he/she does not receive the required travel documents (e.g. train ticket, flight ticket, hotel voucher) within the period notified by the tour operator.

### 3. Changes in services and prices after conclusion of the contract

- 3.1. Changes to individual travel services of the agreed components of the package travel contract which become necessary after conclusion of the contract and which were not brought about by the tour operator contrary to good faith are possible insofar as the changes are not substantial and do not affect the overall nature of the booked tour. The tour operator must inform the traveller of the change, also with regard to the effect on the tour price, before the start of the tour on a permanent data medium (e.g. by e-mail) in a clear, comprehensible and highlighted manner after knowledge of the reason for the change.

Specified transfer and flight times are subject to change, unless an agreed night's rest is unreasonably interfered with. In the case of air travel, the airlines named with the operation of the flight are subject to change unless a specific airline has been expressly agreed by contract.

- 3.2. Any warranty claims shall remain unaffected insofar as the modified services are defective.
- 3.3. The tour operator reserves the right to change the agreed tour price if the increase in transport costs (e.g. fuel and other energy sources), increase in taxes, deviations in calculated exchange rates and other levies (e.g. health resort taxes) have a strong impact on the profitability of the tour. If there is a subsequent change in the tour price, the tour operator must inform the traveller immediately on a durable data medium, no later than 20 days before the start of the tour.

Possible changes to the tour price are determined as follows:

Transport costs may change in particular due to an increase in energy costs. In this case, the seat-related change will be passed on to the passenger on a pro rata basis or, in other cases, the additional (increased) transport costs demanded by the transport company per means of transport will be divided by the number of seats or beds in the means of transport.

In the event of increases in charges such as **port or airport taxes** and other **tourist charges**, the respective amounts of the increase may be passed on to the passenger.

In the event of a change in **exchange rates** after the conclusion of the package tour contract, the tour price may be increased to the extent that the tour becomes more expensive for the tour operator.

- 3.4. The traveller is entitled to a price reduction if corresponding costs (clause 3.3) decrease or change and this leads to lower costs for the tour operator.
- 3.5. In the event of a significant change to an essential travel service or a price increase of more than 8% for the above-mentioned reasons, the traveller is entitled to withdraw from the contract free of charge within a reasonable period of time determined by the tour operator or to demand participation in a substitute trip if the tour operator offers such a trip.
- After the expiry of a deadline set by the tour operator, the offer to increase the price or to make a significant change to the contract is deemed to have been accepted.

### 4. Cancellation by the traveller without special reasons / substitute traveller / travel insurances

- 4.1. The traveller may withdraw from the tour at any time before the start of the tour, even without a special reason. The date of receipt of the declaration of withdrawal by the tour operator is decisive. It is recommended to declare the withdrawal in text form.
- 4.2. If the traveller withdraws according to 4. 1. before the start of the tour or does not start the tour, the tour operator loses the claim to the tour price. The tour operator may demand reasonable compensation for the travel arrangements made up to the point of withdrawal and for his expenses in relation to the respective tour price. The claim for compensation shall be settled on a case-by-case basis.
- 4.3. The traveller is at liberty to prove that the tour operator has incurred higher saved expenses due to the cancellation than those taken into account in the requested cancellation fees.
- 4.4. In the event of withdrawal, the tour operator is obliged to immediately reimburse the tour price less the compensation claim.
- 4.5. The traveller has the right to provide a substitute participant. The tour operator may object to the entry of the third party if he/she does not meet the special travel requirements or his/her participation conflicts with legal regulations or official orders. In the event of a transfer of the contract, the original traveller and the substitute participant are jointly and severally liable for the tour price and the additional costs incurred due to the entry of the third party.
- 4.6. DW Travel recommends that the traveller takes out travel cancellation, travel interruption, luggage, travel accident, travel health and travel liability insurance, from HanseMerkur Reiseversicherung, Siegfried-Wedells-Platz 1, 20354 Hamburg, Tel: 040 4119-2300, e-mail: reiseleistung@hansemerkur.de, website: <https://www.hansemerkur.de/reiseversicherungspakete>. Or Allianz Reiseversicherungen Niederlassung für Deutschland, Bahnhofstraße 16, D - 85609 Aschheim (near Munich), Tel +49 89262083-0, E-Mail service-reise@allianz.com, Website: [https://www.allianz-reiseversicherung.de/en\\_DE.html](https://www.allianz-reiseversicherung.de/en_DE.html).

## **5. Cancellation by the tour operator because the number of participants has not been reached**

- 5.1. The tour operator may only withdraw from the contract due to the non-achievement of a minimum number of participants if the pre-contractual information and the travel announcement specify the minimum number of participants and the time by which the traveller must have received the notice of withdrawal before the contractually agreed start of the tour. This information must also be clearly indicated in the travel confirmation.
- 5.2. Cancellation must be declared at the latest on the date stated to the traveller in the pre-contractual information and the travel confirmation. If the tour operator withdraws from the tour, the traveller will immediately be reimbursed for any payments made on the tour price.

## **6. Cancellation and exclusion of the traveller / Physical requirements**

- 6.1. The tour operator may terminate the travel contract without notice if the traveller persistently disturbs the tour despite a warning by the tour operator or if he/she behaves in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified.
- 6.2. Some tours require a minimum physical and health condition of the traveller. If the traveller is recognisably physically or mentally not up to the requirements explained in the

respective tour description, the tour leader is entitled to exclude the traveller from the tour programme in whole or in part.

- 6.3. In the event of cancellation or exclusion, the tour operator retains the claim to the tour price; however, it must take into account the value of the saved expenses as well as those advantages it gains from an alternative use of the unused service, including the amounts reimbursed to it by the service providers.

## **7. Rebooking, Change of booking**

- 7.1. After conclusion of the contract, the traveller has no right to change the date of travel, the destination, the place of departure, the accommodation or the mode of transport (rebooking). If a rebooking is nevertheless made in agreement with the traveller, the tour operator may charge a rebooking fee of € 30 per traveller if the following deadline is observed. The traveller reserves the right to prove that the actual costs of the rebooking are lower.
- 7.2. If additional costs are incurred due to incorrect information provided by the traveller (e.g. due to a necessary change to a reservation for which a charge is made in the case of incorrect or incomplete name information), the tour operator may charge the traveller a service fee of € 25 plus the specific costs.

## **8. Warranty & duty of the traveller to cooperate**

- 8.1. If travel services are not provided in accordance with the contract, the traveller can demand redress. The defect must be reported immediately to the local tour guide or the tour operator. If there is no tour guide at the travel destination, any travel defects must be brought to the attention of the tour operator at its registered office.
- 8.2. Termination of the package tour contract by the traveller due to significant defects is only permissible if the tour operator does not provide a remedy after the traveller has set a reasonable deadline for this. A deadline does not need to be set if the remedy is impossible, the remedy is refused by the tour operator or if the immediate termination is justified by a special interest of the traveller.
- 8.3. The traveller is obliged to cooperate in the event of service disruptions within the framework of the provisions on the duty to minimise damage, to avoid the occurrence of damage as far as possible and to keep any damage that may have occurred to a minimum.
- 8.4. The passenger is responsible for his or her own timely arrival at the place of departure in compliance with check-in times and security checks. For international flights, the passenger should arrive at the airport at least three hours before the departure time on the day of departure.
- 8.5. Damage to baggage and baggage delays during air travel must be reported immediately on the spot to the responsible airline by means of a notice of claim (P.I.R.). In the case of damage to luggage, the notice of damage must be submitted to the airline within seven days and in the case of delay within 21 days of delivery. Apart from that, the loss, damage or misrouting of luggage must be reported to the tour guide or the local representative of the tour operator.

## **9. Limitation of liability**

- 9.1. The contractual liability of the tour operator for damages that are not bodily injuries is limited to three times the tour price, insofar as the tour operator did not culpably cause

the damage. Further claims according to international agreements or legal regulations based on such agreements remain unaffected by the limitation.

9.2. The tour operator is not liable for disruptions to services, personal injury and material damage in connection with services that are arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions, transport services, sporting activities and rental vehicles) if these services have been expressly identified as third-party services. This means that it must be clear to the traveller that these are not part of the tour operator's travel services and have been selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this. The tour operator shall be liable if and to the extent that the damage suffered by the traveller was caused by a breach of the tour operator's duties of information, explanation or organisation.

## **10. Obligation of the tour operator to assist**

If the traveller is in difficulty, the tour operator must provide him/her with appropriate assistance without delay (see also § 651q BGB). In such a situation, the traveller is advised to contact the tour guide or the tour operator immediately using the contact details given in section 17.

## **11. Registration of Claims, Prohibition of Assignment**

11.1. Claims for non-contractual provision of the tour must be asserted by the traveller against the tour operator at the address given in section 17. It is recommended that the claim be made in text form.

11.2. Special deadlines apply to the notification of damage to baggage and delays to baggage in the context of air carriage. Damage to baggage must be reported to the operating airline and the tour operator within seven days and damage caused by delays within 21 days of the baggage being handed over.

11.3. Prohibition of assignment - The assignment of claims of the traveller against the tour operator to third parties is excluded. This prohibition does not apply in the case of a family trip among accompanying family members.

## **12. Passport, visa and health regulations**

The traveller is responsible for complying with all passport, visa and health regulations that are important for the implementation of the tour and that have been communicated by the tour operator. All disadvantages, in particular the payment of cancellation costs, which arise from non-compliance with these regulations, shall be borne by the traveller, except if they are caused by culpable misinformation or failure to provide information by the tour operator.

## **13. Note on the non-existence of a right of withdrawal**

The tour operator points out that according to § 312g II No. 9 BGB (German Civil Code) there is no right of withdrawal for package tours offered in distance selling (booking on the internet, by telephone, etc.), but only the statutory rights of withdrawal and termination apply. There is only a right of withdrawal if the contract for travel services has been concluded outside business premises after oral negotiations in accordance with § 651a BGB (not: internet booking), unless the oral negotiations on which the conclusion of the contract is based have been conducted at the traveller's prior order.

## **14. Duty to provide information on airlines**

The EU Regulation No. 2111/2005 on the information of passengers on the identity of the operating air carrier obliges the tour operator to inform the traveller about the identity of the operating air carrier of all air transport services to be provided within the scope of the booked tour at the time of booking. If the operating airline has not yet been determined at the time of booking, the tour operator is obliged to inform the traveller of the airline or airlines that will probably operate the flight(s). As soon as the tour operator knows which airline will operate the flight, the traveller must be informed. If the named airline changes, the tour operator must inform the traveller of the change. The tour operator shall immediately take all reasonable steps to ensure that the traveller is informed of the change without delay. A list (Community list) of unsafe airlines banned from flying in the EU can be found, for example, on the European Commission's website: [https://ec.europa.eu/transport/sites/transport/files/air-safety-list\\_de.pdf](https://ec.europa.eu/transport/sites/transport/files/air-safety-list_de.pdf)

## **15. Arbitration procedure**

The tour operator does not participate in dispute resolution proceedings before a consumer arbitration board. If participation in consumer dispute resolution becomes mandatory after these terms and conditions have gone to print, the tour operator will inform the traveller. For information purposes, reference is made to the following online dispute resolution platform for package travel contracts concluded in electronic legal transactions:  
<https://ec.europa.eu/consumers/odr/main>

## **16. Data protection**

The protection of the traveller's personal data is safeguarded by the tour operator. The tour operator's detailed data protection regulations and the corresponding rights of the traveller are defined at: <https://diamondway-travel.org/privacy-policy/>.

Upon request, the tour operator will send the data protection regulations to the traveller in writing.

## **17. Tour Operator**

Address / Headquarters of the tour operator

Diamond Way Travel gGmbH  
Thadenstr. 79  
22767 Hamburg

Trade Register: HRB 177164  
Registry Court: Amtsgericht Hamburg  
Represented by: Anton Förster, Désirée Reder

Contact

Phone: +49 (0)40 285 382 290  
E-Mail: [mail@diamondway-travel.org](mailto:mail@diamondway-travel.org)

The status of these terms and conditions is October 2022 or version 1.0.

The German version of the GTCs is the only legally valid version, English and other language translations are only for better understanding and are not legally binding.

On our website you will also find the form for informing the traveller in the case of a package tour in accordance with § 651a of the German Civil Code (BGB), which we will provide to you as a download or as an attachment in an e-mail before you make your booking.