

# General Terms and Conditions of NationalparkTours UG (haftungsbeschränkt)

## 1 Conclusion of the package holiday contract

1.1 The following applies to all booking channels:

- a) The travel offers of NationalparkTours UG (hereinafter abbreviated to NPT) are based on the travel advertisement and supplementary information for the respective trip, insofar as these are available to the customer at the time of booking.
- b) The customer is responsible for all contractual obligations of travellers for whom he makes the booking, as for his own, insofar as he has assumed this obligation by express and separate declaration.
- c) If the content of NPT's travel confirmation differs from the content of the booking, this constitutes a new offer to which NPT is bound for a period of 10 days. The contract is concluded on the basis of this new offer, provided that NPT has pointed out the change with regard to the new offer and has fulfilled its pre-contractual information obligations and the customer declares acceptance by express declaration or down payment within the binding period.
- d) The pre-contractual information provided by NPT on the essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 numbers 1, 3 to 5 and 7 EGBGB) will only not become part of the package travel contract if this has been expressly agreed between the parties.

1.2 The following applies to bookings made in writing, by e-mail, by fax or online:

- a) With the booking (travel registration), the customer makes a binding offer to the tour operator to conclude the package travel contract.
- b) The contract is concluded upon receipt of the travel confirmation by NPT. Upon or immediately after conclusion of the contract, NPT will send the customer a travel confirmation by email in accordance with the statutory requirements, unless the traveller is entitled to a travel confirmation in paper form in accordance with Art. 250 §6 para. 1 sentence 2 EGBGB.

1.3 In the case of online bookings, the following applies to the conclusion of the contract:

- a) The process of electronic booking is explained to the customer in the corresponding application.
- b) The customer has a corresponding correction option to correct his entries, to delete or to reset the entire booking form, the use of which is explained.
- c) The contract languages offered for the electronic booking are indicated.
- d) After the online booking, the customer receives a system-generated copy of the booking email (contract text), which is sent to NPT.
- e) By clicking on the "Book with obligation to pay" button, the customer makes a binding offer to NPT to conclude the package travel contract.
- f) The customer will immediately receive an email confirming receipt of their travel registration (confirmation of receipt).
- g) The transmission of the travel registration by clicking the button does not constitute a claim by the customer to the conclusion of a contract.
- h) The contract is only concluded upon receipt by the customer of the tour operator's travel confirmation, which is sent by email.

1.4 The tour operator points out that according to the statutory provisions (§§ 312 Para. 7, 312g Para. 2 Sentence 1 No. 9 BGB) there is no right of cancellation for package travel contracts according to § 651a and § 651c BGB, which were concluded by distance selling, but only the statutory rights of withdrawal and cancellation, in particular the right of withdrawal according to § 651h BGB (see also Section 5).

## 2. Payment

2.1 Tour operators and travel agents may only demand or accept payment of the tour price prior to the end of the package tour if an effective customer money protection contract exists and the customer has been provided with the insurance certificate with the name and contact details of the customer money insurer in a clear, comprehensible and emphasised manner.

**After conclusion of the contract, a deposit of 10% of the tour price is due in return for the security certificate. The remaining payment is due 21 days before the start of the tour,** provided the security certificate has been handed over and the tour operator's right of cancellation can no longer be exercised for the reason stated in Section 8 (minimum number of participants).

2.2 If the customer fails to pay the deposit and/or the balance in accordance with the agreed payment due dates, even though the tour operator is willing and able to provide the contractual services properly, has fulfilled its statutory information obligations and the customer has no statutory or contractual right of retention, the tour operator is entitled to withdraw from the package travel contract after issuing a reminder with a deadline and to charge the customer cancellation costs in accordance with section 4.3.

## 3. Changes to the contents of the contract before the start of the tour that do not affect the tour price

3.1 NPT is permitted to make changes to essential features of travel services from the agreed content of the package travel contract which become necessary after conclusion of the contract and which were not brought about by NPT in bad faith before the start of the trip, provided that the changes are insignificant and do not affect the overall nature of the trip.

3.2 NPT is obliged to inform the customer of any changes to services immediately after becoming aware of the reason for the change on a durable medium (e.g. also by email, SMS or voice message) in a clear, comprehensible and emphasised manner.

3.3 In the event of a significant change to an essential feature of a travel service or a deviation from the customer's special requirements, which have become part of the package travel contract, the customer is entitled, within a reasonable period set by the tour operator at the same time as notification of the change either accept the change

or withdraw from the package travel contract free of charge

or to demand participation in a substitute tour if the tour operator has offered such a tour.

The customer may choose whether or not to respond to NPT's notification. If the customer responds to NPT, he can either agree to the change in the contract, demand to take part in a replacement trip if one has been offered, or withdraw from the contract free of charge. If the customer does not respond to the tour operator or does not respond within the set deadline, the notified change is deemed to have been accepted.

## 4. Cancellation by the customer before the start of the trip/cancellation costs

4.1 The customer may cancel the package travel contract at any time before the start of the tour. Cancellation must be declared to the tour operator. The customer is advised to declare the cancellation on a durable medium.

4.2 If the customer cancels before the start of the tour or does not start the tour, NPT loses the right to the tour price. Instead, NPT may demand reasonable compensation if it is not responsible for the cancellation or if extraordinary circumstances occur at the destination or in its immediate vicinity that significantly affect the performance of the package tour;

4.3 NPT has set the following flat-rate compensation rates, taking into account the period between the cancellation notice and the start of the trip, as well as the expected savings in expenses and the expected income from other uses of the travel services. The compensation is calculated as follows according to the time of receipt of the declaration of cancellation with the respective **cancellation scale**:

- **up to 30 days before the start of the trip: 10% of the travel price**
- **from 29 to 22 days before the start of the trip: 30% of the trip price**
- **from 21 to 15 days before the start of the tour: 40% of the tour price**
- **from 14 to 7 days prior to departure: 50% of the tour price**
- **from the 6th day before departure: 70% of the tour price**
- **from the 1st booked service: 100% of the tour price**

4.4 In any case, the customer is entitled to prove that the reasonable compensation to which NPT is entitled is significantly lower than the flat-rate compensation demanded by the customer.

4.5 NPT reserves the right to demand higher, individually calculated compensation instead of the above compensation lump sums, insofar as it can prove that it has incurred significantly higher expenses than the applicable compensation lump sum. In this case, NPT is obliged to specifically quantify and justify the compensation claimed, taking into account the expenses saved and less what it acquires through other use of the travel services.

4.6 If NPT is obliged to refund the travel price as a result of a cancellation, it must do so immediately, and in any case within 14 days of receipt of the cancellation notice.

4.7 The above conditions do not affect the customer's statutory right to demand from NPT, in accordance with Section 651e BGB, that a third party assumes the rights and obligations arising from the package travel contract instead of the customer by means of a notification on a durable medium. Such a declaration is in any case timely if it is received by NPT 7 days before the start of the holiday.

4.8 The amount of compensation is calculated on the basis of the travel price less the value of the expenses saved by NPT and less what it acquires through other utilisation of the travel services. The amount of compensation must be justified by NPT at the customer's request.

4.9 If NPT is obliged to refund the travel price as a result of a cancellation, it must do so immediately, but in any case within 14 days of receipt of the cancellation notice.

## **5. Rebooking**

5.1 The customer is not entitled to make changes to the date of travel, the destination, the place of departure, the accommodation or the mode of transport (rebooking) after conclusion of the contract. This does not apply if the rebooking is necessary because NPT has provided the traveller with no, insufficient or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB; in this case, the rebooking is possible free of charge.

5.2 Rebooking requests made by the customer after the deadlines have expired can only be carried out, if at all possible, after cancellation of the package travel contract in accordance with Section 5 on the terms and conditions and simultaneous re-registration; this does not apply to rebooking requests that only incur minor costs.

## **6. Services not utilised**

If the traveller does not make use of individual travel services, which NPT was willing and able to provide in accordance with the contract, for reasons attributable to the traveller, the traveller is not entitled to a pro rata refund of the travel price, unless such reasons would have entitled the traveller to withdraw from or terminate the travel contract free of charge in accordance with the statutory provisions. NPT will endeavour to obtain reimbursement of the expenses saved by the service providers. This obligation does not apply if the expenses are completely insignificant.

## **7. Cancellation due to failure to reach the minimum number of participants**

NPT may only withdraw from the package travel contract if the minimum number of participants is not reached if it

a) has stated the minimum number of participants in the respective pre-contractual information and the date by which the customer must have received the declaration at the latest before the contractually agreed start of the tour, and

b) states the minimum number of participants and the latest cancellation deadline in the travel confirmation.

Cancellation must be declared to the customer at the latest on the day specified to the customer in the pre-contractual information and the travel confirmation. If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, NPT must immediately exercise its right of cancellation.

7.2 If the tour is not carried out for this reason, NPT must refund the customer's payments towards the tour price immediately, and in any case within 14 days of receipt of the cancellation notice.

## **8. Cancellation for behavioural reasons**

NPT may terminate the package travel contract without notice if the traveller, despite a warning from NPT, persistently disturbs the contract or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. This does not apply if the behaviour in breach of contract is due to a breach of NPT's duty to provide information. If NPT cancels the contract, it retains the right to the travel price; however, it must offset the value of the saved expenses and the benefits it obtains from any other use of the unused service, including the amounts credited to it by the service providers.

## **9. Obligations of the traveller to cooperate**

### **9.1 Travel documents**

The customer must inform NPT or the travel agent through whom he has booked the package holiday if he does not receive the necessary travel documents (e.g. flight ticket, hotel voucher) within the period notified by the tour operator.

### **9.2 Notification of defects/request for remedy**

If the trip is not provided free of travel defects, the traveller may demand redress.

If NPT is unable to remedy the situation due to a culpable omission of the notification of defects, the traveller may neither assert claims for a reduction in price in accordance with Section 651m BGB nor claims for damages in accordance with Section 651n BGB

The traveller is obliged to notify the NPT representative on site immediately of any defects. If a representative of NPT is not available on site and is not contractually owed, any travel defects must be brought to the attention of NPT at the contact point provided by the tour operator; information on the availability of the representative of NPT or its contact point on site is provided in the travel confirmation. However, the traveller may also bring the complaint to the attention of the travel agent through whom he booked the package tour.

The NPT representative is authorised to remedy the situation if possible. However, he is not authorised to recognise claims.

### **9.3 Setting a deadline before cancellation**

If a customer/traveller wishes to terminate the package travel contract due to a travel defect of the type specified in Section 651 i (2) BGB, insofar as it is significant, in accordance with Section 651i BGB, he must first set NPT a reasonable deadline for remedial action. This only does not apply if NPT refuses to remedy the situation or if immediate remedy is necessary.

### **9.4 Baggage damage and baggage delay when travelling by air; special rules and deadlines for requesting redress**

(a) The traveller is advised that loss of, damage to and delay of baggage in connection with air travel must be reported by the traveller to the responsible airline immediately on site by means of a damage report ("P.I.R.") in accordance with air traffic regulations. Airlines and tour operators may refuse reimbursement on the basis of international agreements if the damage report has not been completed. The damage report must be submitted within 7 days of delivery in the case of damaged baggage and within 21 days of delivery in the case of delayed baggage. (b) In addition, the loss, damage or misdirection of luggage must be reported immediately to the tour operator, its representative or contact point or the travel agent. This does not release the traveller from the obligation to report the damage to the airline in accordance with letter a) within the above deadlines.

## **10. Limitation of liability**

10.1 The contractual liability of NPT for damages that are not physical injury and were not culpably caused is limited to three times the travel price. Any claims in excess of this amount under international agreements or statutory provisions based on such agreements remain unaffected by this limitation.

10.2 NPT is not liable for service disruptions, personal injury and property damage in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions, train tickets) if these services were expressly and clearly identified as third-party services in the travel description and travel confirmation, stating the identity and address of the arranged contractual partner, so that they are recognisably not part of the tour operator's package tour for the traveller and were selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this. However, the tour operator is liable if and insofar as the breach of information, clarification or organisational obligations on the part of the tour operator was the cause of damage to the traveller.

## **11. Assertion of claims: Addressee, information on consumer dispute resolution**

11.1 The customer/traveller must assert claims in accordance with §651i Para. 3 No. 2, 4-7 BGB against NPT. The assertion can also be made via the travel agent if the package holiday was booked via this travel agent, assertion on a durable medium is recommended.

11.2 With regard to the Consumer Dispute Resolution Act, NPT points out that it does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for NPT after the printing of these travel conditions, NPT will inform the customer of this in an appropriate form. NPT refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all travel contracts concluded in electronic legal transactions.

### **12. Information obligations regarding the identity of the operating air carrier**

The EU Regulation on informing air passengers of the identity of the operating air carrier obliges the tour operator to inform the customer of the identity of the operating air carrier of all air transport services to be provided as part of the booked trip 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 customer of the airline or airlines that will probably operate the flight or flights. As soon as the tour operator knows which airline will operate the flight, it must inform the customer - if the airline named to the customer as the operating airline changes, the tour operator must inform the customer of the change. He must immediately take all reasonable steps to ensure that the customer is informed of the change as soon as possible.

The list of airlines with an EU operating ban (Community list, formerly "Black List") is available on the following website: [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm)

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

13.1 The tour operator shall inform the customer/traveller about general passport and visa requirements as well as health formalities of the destination country, including the approximate deadlines for obtaining any necessary visas prior to conclusion of the contract and any changes thereto prior to departure.

13.2 The customer/traveller is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Any disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by the customer/traveller. This does not apply if the tour operator has provided no, insufficient or incorrect information.

13.3 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 breached its own obligations

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