

**English / Englisch:**

## **Booking Terms and Conditions of the tour operator “My Ancestor’s Journey” for multi-day tours (package tours)**

Dear guests,

In the following, you will find the General Terms and Conditions for booking multi-day tours (package tours) with the tour operator *My Ancestor’s Journey* and the main tour guide Sonja Irani.

### **Legal position between the contracting parties**

In the event of a booking, the following provisions will become part of the package travel contract concluded between you as the guest (hereinafter referred to as “customer”) as well as the tour operator *My Ancestor’s Journey* and the main tour guide Sonja Irani (hereinafter referred to as “tour operator”). They supplement the legal provisions of §§ 651a – y BGB (Civil Code) and articles 250 and 252 of the EGBGB (Introductory Act to the BGB).

However, these terms and conditions do not apply to mediated individual services or the mediation of associated travel services in accordance with § 651 w BGB. The customer receives separate information about this.

Please read these terms and conditions carefully before you make your booking.

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

1.1 With his registration, the customer makes a binding offer to the tour operator to conclude a travel contract. The booking is made in writing or electronically by email or through the online booking platform *WeTravel* (<https://www.wetravel.com>). The contract is concluded through the acceptance of the tour operator. The tour operator confirms the conclusion of the contract to the customer in writing with the travel and booking confirmation within 14 days of receipt of the tour registration.

1.2 If the content of the confirmation differs from the content of the registration, we are bound to this offer for 10 days. The contract is concluded with the content of this new offer if the customer expressly declares acceptance to the tour operator within the binding period, e.g. by paying the deposit.

1.3 Each registrant is liable for the contractual obligations of the persons registered in the registration and for their own obligations, provided that they have accepted this obligation through an express, separate declaration.

1.4. Participation in round trips with a sightseeing program and stationary trips with an excursion program included in the scope of the trip requires unrestricted mobility. If the customer is dependent on supporting aids or assistance, they must inform the tour operator when booking the trip or in the event of a later entry immediately after becoming aware of this.

## **2. Payment**

Payments on the travel price are protected against insolvency according to § 651 r BGB by the tour operator's insolvency insurance. The customer will receive the corresponding security certificate with the booking confirmation.

2.1 At the time of booking, the customer can decide whether they would like to pay the full amount of the travel price at once or the minimum deposit of 20 %. For our round trips, a deposit of 20 % of the travel price is due after the receipt of the tour confirmation and the security certificate. This deposit must be paid within 10 days of the printed invoice date or at the time of booking if made through the online booking platform *WeTravel*. This deposit will be deducted from the total travel price. The remaining payment must be made up to 28 days before the start of the tour at the latest, provided that the tour can no longer be canceled in accordance with section 7.1.

2.2 If the customer does not make the down payment and/or final payment in accordance with the agreed payment due dates, the tour operator is entitled, after a reminder with a deadline for payment, to withdraw from the travel contract and to charge the customer cancellation costs in accordance with section 5.2.

## **3. Services**

3.1. The individual contractual services owed by the tour operator result from the advertisement on which the trip is based as well as the travel confirmation (see section 1.1).

3.2. For the scope of the contractual services, our service descriptions in the prospectus or internet and the information in the confirmation referring to them are binding. Verbal collateral agreements do not exist.

## **4. Price and contract changes after the conclusion of the contract**

4.1 The tour operator reserves the right to unilaterally increase the travel price after the conclusion of the contract if the increase in the travel price is a direct result of an a) increase in the price for the carriage of persons due to higher costs for fuel or other energy sources, b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport fees, or c) a change in the exchange rates applicable to the package tour in question.

In the cases mentioned, the travel price will be changed to the extent that the increase in the factors mentioned in a) to c) per person affects the travel price. If this is the case, the tour operator will immediately inform the customer in writing (e.g. by e-mail) of the price increase and the reasons for it in a clear and understandable manner and will also inform the customer of the calculation of the price increase. A price increase is only effective if it meets the requirements specified here and the customer is informed no later than 20 days before the start of the trip. A price increase that is requested from the 20th day before the agreed departure date is ineffective. The tour operator's obligation to reduce prices according to 4.2 is expressly pointed out.

4.2 Since 4.1 provides for the possibility of an increase in the travel price, the customer can request a reduction in the travel price if and to the extent that the prices, charges or exchange rates mentioned in 4.1 under a) to c) have changed after the conclusion of the contract and before the start of the trip and this has become lower costs for the tour operator. If the customer has paid more than the amount owed hereafter, the excess amount must be reimbursed by the tour operator. The tour operator may deduct the administrative expenses actually incurred from the additional amount to be reimbursed and must provide the customer with proof of the amount of administrative expenses incurred upon request.

4.3 The tour operator reserves the right to unilaterally change contractual conditions other than the travel price after the conclusion of the contract if the changes are insignificant and are not brought about in bad faith (e.g. route changes). The tour operator must inform the customer about the change in a clear, understandable and highlighted manner on a durable medium (e.g. by email, SMS). The change is only effective if it meets these requirements and is explained before the start of the trip.

4.4 Significant contract changes: If the price increase reserved in 4.1 exceeds 8 % of the travel price, the tour operator cannot make it unilaterally. However, the tour operator can offer the customer a corresponding price increase and demand that they (1) accept the offer for a price increase or (2) declare their withdrawal from the contract within a reasonable period specified by the tour operator. The offer for a price increase can be made no later than 20 days before the start of the trip. If the tour operator can provide the trip due to a circumstance that occurred after the conclusion of the contract only with a significant change in one of the essential characteristics of the travel services (Art. 250 § 3 No. 1 EGBGB) or only with a deviation from the customer's special specifications that have become part of the contract, sentence 2 of this section 4.4 applies accordingly. This means that the tour operator may offer the customer the corresponding other contract change and require that the customer (1) accepts the offer to change the contract or (2) declare their withdrawal from the contract within a period determined by the tour operator, which must be reasonable. The offer for such other contract changes cannot be made after the start of the trip.

4.5 In its offer for a price increase or other contract change according to 4.4, the tour operator can optionally offer the customer participation in another package tour (replacement trip), about which the tour operator must inform the customer according to Art. 250 § 10 EGBGB.

4.6 After the expiry of a period specified by the tour operator according to 4.4, the offer for a price increase or other contract change is deemed to have been accepted.

4.7 If the customer withdraws from the contract according to 4.4, § 651h paragraph 1 sentence 2 and paragraph 5 BGB applies accordingly. Insofar as the tour operator is obliged to reimburse the travel price as a result of the customer's withdrawal, the tour operator must make payment immediately, in any case within 14 days of the withdrawal. Customer claims according to Section 651i Paragraph 3 No. 7 BGB remain unaffected.

## **5. Withdrawal by the customer**

5.1 The customer can withdraw from the contract at any time before the start of the tour. If the customer withdraws from the travel contract, the receipt of the declaration of withdrawal by the tour operator is decisive. The withdrawal needs to be expressed in writing by email.

5.2 In the event of cancellation, the tour operator can demand appropriate compensation, provided that she is not responsible for the cancellation or in the event of force majeure. For this purpose, she has set the following compensation flat rates, which are based on the period between the declaration of cancellation and the start of the trip, the expected savings in expenses of the tour operator and the expected purchase through other use of the travel services as a percentage of the travel price, depending on the time of cancellation by the customer, such as determine the following:

### **Cancellation costs for package tours with individual arrival (based on the percentage of the total tour price):**

Up to 46 days before departure: 10 %  
from the 45th to the 30th day before departure: 15 %  
from the 29th to the 15th day before departure: 30 %  
from the 14th to the 7th day before departure: 50 %  
6th to 2nd day before departure: 70 %  
from 1 day before departure or in the event of "no show": 90 % of the total tour price

The customer is free to prove that the tour operator has suffered no damage or only a significantly lower damage than the amount of the flat rate required.

5.3 The tour operator can provide the customer with travel cancellation insurance or insurance to cover the costs of assistance including return transport in the event of accident, illness or death. Their costs are due with the deposit.

## **6. Rebookings and substitutes**

6.1 If, at the request of the customer, rebookings (changes to the travel date, destination, place of departure, accommodation and mode of transport) are made after the trip has been booked, the tour operator can charge a flat-rate fee for rebooking of €50 (or the equivalent in another currency). The customer is at liberty to prove that the damage was less than the lump sum or not at all. The customer has no legal claim to rebooking. Rebookings are only possible up to 35 days before departure. After that, changes, if their implementation is at all possible, are only possible after prior withdrawal from the travel contract under the aforementioned conditions and with simultaneous re-registration by the customer. If the rebooking was necessary because the tour operator gave the customer no or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB, the rebooking is free of charge.

6.2 Within a reasonable period of time before the start of the trip, the customer can declare in writing, e.g. by email, that instead of him or her, a substitute person takes over the rights and obligations from the travel contract. In any case, the declaration is timely if it is received by the tour operator no later than 7 days before the start of the trip. The tour operator can object to the entry of the replacement person if they do not meet the contractual travel requirements. If a substitute enters into the contract, they and the customer are jointly and severally liable to the tour operator for the travel price and the additional costs incurred through the entry of the third party. The tour operator may only request reimbursement of additional costs if and to the extent that they are reasonable and actually incurred. She must provide the customer with proof of the amount of additional costs incurred by the replacement person.

## **7. Withdrawal by the tour operator**

### **7.1 Not reaching the minimum number of tour participants**

The tour operator can withdraw from the contract up to 28 days before the start of the trip if the number of participants has not been reached and the minimum number of participants has been expressly stated in the respective tour description. The travel price will be refunded to the customer immediately.

### **7.2. Extraordinary and unavoidable circumstances**

The tour operator can withdraw from the travel contract before the start of the trip if he is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, the tour operator has no claim to the travel price. Any amounts already paid will be fully refunded to the guest.

## **8. Warranty**

8.1. The tour operator is responsible for the proper provision of all travel services covered by the contract. The traveler is responsible for the immediate notification of a travel shortcoming to the tour operator.

8.2. If a travel service is not provided or not provided in accordance with the contract, the customer can request remedy within a reasonable period of time. The customer must notify the tour operator's local tour guide or the address/telephone number below of any shortcomings that occur immediately and request a remedy within a reasonable period of time. The contact number can always be found in the travel/booking confirmation. The tour operator is entitled to remedy the situation by providing a substitute service of equal or higher value. However, the tour operator can refuse to remedy the situation if it requires disproportionate effort and/or costs. The tour operator can remedy the situation by providing a substitute service of equal or higher value. After the end of the trip, the customer can claim a reduction in the travel price if travel services have not been provided in accordance with the contract and the customer has not culpably failed to notify them.

### **8.3. Termination of contract due to breach of contract**

If, despite a corresponding warning from the tour operator, the customer continues to be a nuisance or if he behaves in breach of contract to such an extent that it is unreasonable to continue the contractual relationship with him until the agreed termination or the expiry of a period of notice, the tour operator can terminate the travel contract without notice. Tour guides or local representatives of the tour operator are authorized to declare the termination. If the tour operator cancels, she retains the right to the travel price, but he must allow the value of the saved expenses and the benefits that she obtains from other uses of the unused service to be offset. Any additional costs for return transport are borne by the disruptor himself.

### **8.4. Cancellation by customer**

If a trip is significantly impaired as a result of a deficiency and the tour operator does not remedy the situation within a reasonable period of time, the customer can terminate the travel contract, whereby the written or text form (e.g. email) is recommended. The customer does not need to set a deadline if the tour operator refuses to remedy the situation or if immediate remedy is necessary. If the contract is terminated by the customer, the tour operator retains the right to the agreed travel price with regard to the travel services rendered and those still to be rendered at the end of the package tour; Claims of the customer according to § 651i Abs. 3 Nr. 6 and 7 BGB remain unaffected. With regard to the travel services that are no longer to be provided, the tour operator's claim to the agreed travel price no longer applies; In this respect, payments already made are to be reimbursed to the customer by the tour operator. The tour operator is obliged to take the necessary measures as a result of the cancellation of the contract, in particular, if the contract includes the transport of the customer, to ensure that the customer is transported back immediately. The means of transport used for this purpose must be equivalent to that agreed in the contract. The tour operator is responsible for the additional costs for the return transport.

## **9. Liability and statute of limitation**

9.1. The contractual liability of the tour operator for damage that is not bodily harm and was not culpably caused is limited to three times the travel or seminar price. This limitation of liability does not apply to claims based on the Montreal Convention due to the loss of luggage.

9.2. The tour operator is not liable for service disruptions in connection with services that are only mediated as third-party services and that are expressly marked as such in the travel description.

9.3. Claims of the traveler according to § 651 i paragraph 3 BGB lapse two years after the contractually agreed end of the trip. Claims for damages due to physical injury or death become statute-barred after three years.

## **10. Notification of lost or delayed baggage**

Baggage damage, delays in baggage delivery or loss of baggage in connection with flights must be reported within 7 days in the case of baggage loss and within 21 days in the case of baggage delay after delivery of the baggage in order to claim compensation under international conventions, whereby it is recommended to report the loss immediately on the spot – or to file a damage report with the responsible airline. In addition, the loss, damage or misdirection of luggage must be

reported to the local tour guide or the tour operator if contractual warranty claims are to be asserted.

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

11.1 The tour operator informs the customer about the passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and health formalities (e.g. vaccinations and certificates required by the police) that are required for the trip and stay.

11.2 The tour operator is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the traveler has commissioned the tour operator to obtain them, unless the tour operator violates her own obligations and is responsible for the delay herself.

11.3 The traveler is obliged to inform themselves in good time about infection and vaccination protection as well as other prophylactic measures in addition to the information from the tour operator according to 11.1; if necessary, medical advice should be sought. Reference is made to general information, in particular from the health authorities, travel medicine information services or the Federal Center for Health Education.

11.4 The traveler is responsible for compliance with all regulations important for the implementation of the trip. All disadvantages arising from non-compliance with these regulations are at their expense, except if they are caused by culpable incorrect or non-information provided by the tour operator.

## **12. Privacy**

The tour operator informs the customer about the processing of his personal data in the data protection declaration on her website. This can be found at: <https://myancestorsjourney.com/privacy-policy/>

The tour operator complies with the provisions of the BDSG and the GDPR when processing personal data. Personal data is all data that relates to a person personally (e.g. name, address, email address, date of birth). This data is processed insofar as it is necessary for the appropriate processing of the customer request, booking request, for the implementation of pre-contractual measures or for the fulfillment of the contract from the travel contract. Data processing is permitted for the stated purposes in accordance with Article 6 Paragraph 1 Sentence 1 Letter b GDPR. The data will not be passed on to unauthorized third parties without the express consent of the customer. The customer has the option at any time to call up his stored personal data, to request information about them, to have them changed, corrected or deleted, to have their processing restricted, to object to their processing, to have them transferred or to lodge a complaint with a supervisory authority to complain about the processing (all rights under Art. 15 to 20 GDPR). The data will be deleted when they are no longer required for the fulfillment of the contract or when their storage is prohibited by law.

### **13. Application of German law and other information**

13.1 Only German law applies to the entire contractual and legal relationship between the customer and the tour operator. If the customer is a merchant or a legal entity under private or public law, or a person whose place of residence or habitual abode is abroad, or whose place of residence or habitual abode is not known at the time the action is filed, the place of jurisdiction shall be the seat of the tour operator (Bremen, Germany).

13.2 The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract.

13.3 The European Commission provides a platform for online dispute resolution (OS) for the out-of-court settlement of consumer disputes for travel contracts concluded in electronic legal transactions, which the customer can find at <https://ec.europa.eu/consumers/odr>. Dispute settlement before a consumer arbitration board: The tour operator does not participate in such a voluntary dispute settlement procedure and is not legally obliged to do so. There is no internal complaints procedure.

13.4 All information in the tour operator's brochures is published subject to legal or official approvals. Details of these prospectuses correspond to the status at the time of printing.

13.5 With the publication of new brochures, all previous publications on travel destinations and dates with the same name lose their validity.

13.6 We are not liable for printing and calculation errors.

#### **Tour Operator:**

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