

## Terra Lu Travel - General Terms & Conditions

*Terra Lu Travel is a service for the organisation and arrangement of group tours. Terra Lu Travel does not offer tours which can be booked by individual travellers. The customers of Terra Lu Travel are corporate organisations such as coach operators, travel agencies, church parishes, church institutions and educational institutions for which Terra Lu Travel organises group tours which the customers then sell to their own clients/tour participants in their role as tour operators. Terra Lu Travel does not act as the operator of these tours, but as agent for tour services.*

Please note the following information:

**Meals:** Overnight stays in hotels include breakfast, unless agreed otherwise. Breakfast also includes drinks such as coffee, tea and juice. In case you book "half board", i.e. dinner, drinks are not usually included in the price and must therefore be paid directly by the tour participants. In case you wish drinks to be included in the price, we will be pleased to make the required arrangements.

**Porter services:** In case the group wishes porter services in the hotels, we will be pleased to make the required arrangements. The tour participant's luggage will then be carried to their rooms shortly after arrival. In case no porter service has been booked, the bus driver will hand out the luggage upon unloading.

**Insurance:** We recommend that participants take out travel cancellation and health insurance. These insurance policies can be arranged on our website [www.terra-lu-travel.com/insurances](http://www.terra-lu-travel.com/insurances), both for the entire group as well as for individual participants.

## General Terms & Conditions

### Section 1: Contractual Relations

As so-called package tour organiser, Terra Lu Travel & Consult GmbH (business company with limited liability), hereinafter referred to as Terra Lu Travel, offers the respective contractual partner who, in relation to the end user, acts as tour operator within the meaning of Section 651a of the German Civil Code (BGB), individual travel services or packages of travel services for groups. It must be emphasised that Terra Lu Travel & Consult GmbH is not itself a tour operator, but must be regarded, in relation to its customers and third parties, as agent and/or contractor who organises special tours by arranging services of various service providers into packages which it offers to the respective tour operators, hereinafter referred to as Contractual Partner.

### Section 2: Payments

2.1. Unless agreed otherwise in the travel contract, the following conditions apply to payments:

A deposit of 10 percent of the overall group price will be payable upon conclusion of the travel contract, however not more than six months prior to departure. The remaining amount will be payable six weeks prior to departure. Further deposit due dates may be agreed upon.

2.2. Upon receipt of full payment, Terra Lu Travel will send the Contractual Partner the tour documents, no later than two weeks prior to departure.

2.3. Any bank charges will be borne by the Contractual Partner.

### Section 3: Prices and Price Changes

3.1. Unless expressly agreed otherwise, all prices specified in offers and offer confirmations are net prices per person in euros. In case the departure date is more than four months later than the date of conclusion of the contract, Terra Lu Travel reserves the right to price increases of up to 5 % in the event of unforeseeable circumstances which occurred between the conclusion date and the departure date. Any price increase must be made at least 24 days prior to the departure date. The Contract Partner must be notified immediately and informed of the reasons for the increase. In case of a price increase of more than 5 %, the Contractual Partner may rescind the contract without financial obligations on his part. Terra Lu Travel must be informed immediately of the rescission.

3.2. In case of an increase of the domestic VAT rate after conclusion of the contract, Terra Lu Travel reserves the right to make price adjustments accordingly. The same applies to VAT rate increases in the countries in which the tour is operated.

### Section 4: Services and Changes to Services

The contractually agreed services shall be based on the service description included in the confirmation of offer. Amendments, changes and special requests as well as any additional services must be agreed in writing. Minor deviations from the agreed services are permitted, provided that Terra Lu Travel is not responsible for the changes and that they do not compromise the fundamental characteristics and concept of the agreed service.

### Section 5: Minimum Number of Participants, Substitute Participants

5.1. In case fewer participants than contractually agreed take part in a tour, Terra Lu Travel reserves the right to price adjustments equivalent to the additional costs incurred.

5.2. In the case of group tours, the Contractual Partner may have changes made to the name and participants list until the departure date, provided that the substitute participants are able to meet the particular tour requirements and that there is no impediment to their participation e.g. in the form of legal regulations or an official injunction.

### **Section 6: Cancellation / Rescission of the Contract by the Contractual Partner**

6.1. Rebookings will be treated as cancellations followed by a new booking. The Contractual Partner may cancel/rescind the contract at any time, whereby notice must be given in writing.

Unless other cancellation deadlines have been agreed, the Contractual Partner will be liable to pay the following cancellation fees in case of a cancellation:

Cancellation on the part of the Contractual Partner between six months (payment of the deposit) and up to 31 days prior to departure: 10 per cent of the group tour price,  
up to 22 days: 30 per cent of the group tour price,  
up to 15 days: 50 per cent of the group tour price,  
up to 8 days: 80 per cent of the group tour price,  
from the 7th day prior to departure: 90 per cent of the group tour price.

The right of the Contractual Partner to demonstrate that lower costs than the above cancellation fees have been incurred remains unaffected.

6.2. Cancellation deadlines will be met if Terra Lu Travel receives written notice within the intended cancellation deadline.

6.3. It is recommended that the Contractual Partner take out travel cancellation and repatriation insurance in the event of illness or an accident.

### **Section 7: Cancellation / Rescission by Terra Lu Travel**

Terra Lu Travel may rescind the contract in case the Contractual Partner fails to meet his payment obligations forming part of the contractual relationship in time or is in breach of the agreed terms and conditions of the contract. Both Terra Lu Travel and the Contractual Partner may cancel the contract without notice in case the tour is endangered or significantly obstructed as a result of force majeure, in particular war, strike, civil commotions, natural disasters, epidemics, public injunctions or fundamental changes in the political situation which were unforeseeable at the time the contract was concluded.

### **Section 8: Liability**

As part of its duty of care as a responsible business enterprise, Terra Lu Travel shall be responsible for the accuracy of the offer, careful selection of service providers, conscientious organisation of the tour and proper performance of the agreed services. Should the services of the provider be deficient, Terra Lu Travel shall be under an obligation, as part of its operations as a business enterprise and to the extent reasonable, to work towards the provision of a remedy for the deficiencies by the provider concerned. In case the costs in this respect are unreasonable, Terra Lu Travel reserves the right to make its actions subject to a cost-sharing contribution of the Contractual Partner of up to half of the costs incurred. Furthermore, the statutory warranty regulations shall apply as follows: contractual liability on the part of Terra Lu Travel for damage or loss, which does not constitute bodily harm, is limited to the threefold tour price, unless the damage or loss for which Terra Lu Travel is responsible was caused by a wilful act or gross negligence or by a third party, in particular a travel service provider. In accordance with Section 651 g of the German Civil Code (BGB), the Contractual Partner must assert any contractual claims for damages to Terra Lu Travel within 6 weeks of the contractually provided end of the travel service. For evidentiary reasons, it is recommended that claims be made in writing.

### **Section 9: Obligation to Cooperate**

In order to prevent, reduce damage or loss and enable quick remedial measures, the Contractual Partner is under an obligation to inform Terra Lu Travel and the service provider concerned immediately in case of any defaults in the provision of the agreed services. However, the service provider is not entitled to acknowledge claims on behalf of Terra Lu Travel. Warranty claims and the payment of any damages are contingent on an immediate notice of defects and claim for relief. The service provider may provide corrective measures in the form of alternative services or another accepted substitute service.

### **Section 10: Passport, Customs, Currency and Health Regulations**

The Contractual Partner shall be liable to the tour participants for compliance with any passport, customs, currency and health regulations. Terra Lu Travel will endeavour to provide up-to-date information on the respective national regulations in relation to the contractually agreed services in the confirmation of order and/or travel documents. However, Terra Lu Travel cannot be held responsible for the correctness of the information.

### **Section 11: Miscellaneous**

In case the Contractual Partner is a business merchant within the meaning of Sections 1 II, 2, and 5 of the German Commercial Code (HGB), the place of jurisdiction shall be Fritzlar. Unless specified otherwise in the confirmation of order, the place of performance shall be the registered office of Terra Lu Travel.

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