

General Terms and Conditions of Travel of Tanzania Deluxe OHG

1. Scope of application

These General Terms and Conditions of Travel apply to all travel contracts between Tanzania Deluxe OHG ("Tanzania Deluxe") and the traveler (m/f/d), the "customer", for which Tanzania Deluxe combines at least two different travel services for the purpose of the same trip. They do not apply to the booking of an individual tourist service or the arrangement of such a service. When booking a package tour, the customer will be provided with the information required by law, in particular the package tour form, before the contract is concluded.

2. Conclusion of the travel contract, travel documents

- 2.1 With his booking order, the customer makes a binding offer to Tanzania Deluxe to conclude a travel contract on the basis of the travel description and these General Terms and Conditions of Travel (GTT). If Tanzania Deluxe has provided the customer with an individual travel description upon request, which can also be made electronically, this forms the basis of the booking as well as these GTC.
- 2.2 The booking order can be made verbally, in writing, by telephone or electronically (e-mail, SMS, fax). It is also made by the customer for all persons listed in the booking order, for whose contractual obligations the applicant is responsible as for his own obligations, provided that he has assumed this obligation by express and separate declaration.
- 2.3 The travel contract is concluded when Tanzania Deluxe accepts the booking order. Tanzania Deluxe confirms the conclusion of the contract to the customer with the travel confirmation on a durable medium, e.g. by email (on paper only in the case of Art. 250 § 6 Para. 1 S. 2 EGBGB).
- 2.4 The customer is obliged to check the travel documents received immediately to ensure that they have been issued correctly (name, travel dates, destination, etc.) and to notify Tanzania Deluxe immediately of any errors. Incorrectly spelled names in particular can lead to denied boarding by an airline or to problems when entering the country.
- 2.5 **No right of withdrawal: Tanzania Deluxe would like to point out that according to § 312g para. 2 no. 9 BGB (German Civil Code) there is no right of withdrawal for package tours offered at a distance (website), but only the statutory rights of withdrawal and termination apply. This means that the customer cannot revoke their declaration of intent, which is binding. Withdrawal from the travel contract before the start of the trip is always possible (see Clause 6). A right of withdrawal only exists if the contract for travel services has been concluded outside of business premises following verbal negotiations in accordance with Section 651a BGB (not: Internet booking), unless the verbal negotiations on which the conclusion of the contract is based were conducted at the prior request of the consumer.**

3. Payment for the trip

- 3.1 **After receipt of the booking confirmation and the security certificate, a deposit of 20% of the tour price is due and payable. The deposit will be credited towards the tour price. The balance of the tour price is due and payable no later than 30 days before the contractual start of the tour if it is certain that the tour will take place, in particular if it can no longer be canceled in accordance with section 8.1, and must be paid to Tanzania**

have been received. The timeliness of the payment is determined by the date on which it is credited to Tanzania Deluxe. For bookings made at short notice within 28 days before the start of the tour, the full tour price is due immediately and must be paid upon receipt of the security certificate.

- 3.2 The receipt of the credit note by Tanzania Deluxe is decisive for timely payment by the customer. If, despite a reminder and a reasonable deadline for payment, the customer does not pay the travel price or does not pay on time, even though Tanzania Deluxe is willing and able to provide the contractual service properly and has fulfilled the statutory information obligations, Tanzania Deluxe is entitled to withdraw from the travel contract and to demand compensation from the customer, the amount of which is based on clause 6.2 and clause 6.3.
6.3 oriented.

4. Services

The scope of the contractually agreed services is set out in the service description of the relevant trip and in the information relating to this in the individual travel confirmation. If an individual travel program is created for the customer, this forms the basis for the service content of Tanzania Deluxe in conjunction with the travel confirmation to the customer.

5. Price and contract changes after conclusion of the contract

- 5.1 Tanzania Deluxe reserves the right to unilaterally increase the tour price after conclusion of the contract if the increase in the tour price results directly from a) an increase in the price for the transportation of passengers 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. The tour price will be changed in the cases mentioned to the extent that the increase in the factors mentioned in a) to c) affects the tour price per person. Should this be the case, Tanzania Deluxe will inform the customer immediately on a permanent data carrier (e.g. by e-mail) in a clear and comprehensible manner about the price increase and the reasons for it, and will communicate the calculation of the price increase. A price increase is only effective if it meets the requirements stated here and the customer is informed no later than 20 days before the start of the trip. The customer may demand a reduction in the travel price if and insofar as the prices, charges or exchange rates mentioned in section 5.1 under a) to c) have changed after conclusion of the contract and before the start of the tour and this results in lower costs for Tanzania Deluxe.
- 5.2 Tanzania Deluxe expressly reserves the right to unilaterally change contractual conditions other than the tour price after conclusion of the contract if the changes are insignificant. This may be the case, for example, in the event of changes to transfer and flight times by the airline by up to 4 hours, necessary route changes, including individual routes or transfers, including during the hike or safari, to a reasonable extent, in particular for the safety of the guests, in the event of access problems due to weather conditions, such as heavy rain or thunderstorms, which make routes impassable, necessary changes to the time and sequence of program items, expansion or reduction of groups to a reasonable extent or the replacement of service providers in the event of their failure to a reasonable extent, including changes to persons (replacement of tour guide in the event of illness or incapacity). Tanzania Deluxe must inform the customer of this on a permanent data carrier (e.g. by email, SMS) in a clear, understandable and emphasized manner.

the change in any way. The change is only effective if it meets these requirements and is declared before the start of the trip.

- 5.3 If the price increase reserved in Clause 5.1 exceeds 8% of the travel price, Tanzania Deluxe cannot implement it unilaterally. Tanzania Deluxe may, however, offer the customer a corresponding price increase and demand that the customer (1) accepts the offer to increase the price or (2) withdraws from the contract within a reasonable period set by Tanzania Deluxe. The offer to increase the price cannot be made later than 20 days before the start of the trip. If Tanzania Deluxe is only able to provide the trip due to a circumstance occurring after the conclusion of the contract by significantly changing one of the essential characteristics of the travel services (Art. 250 § 3 No. 1 EGBGB) or only by deviating from special requirements of the customer that have become part of the contract, Tanzania Deluxe may offer the customer the corresponding other contract amendment and demand that the customer (1) accepts the offer to amend the contract or (2) declares his withdrawal from the contract within a reasonable period of time determined by Tanzania Deluxe. The offer to amend the contract in any other way cannot be made after the start of the tour. After the expiry of the aforementioned period, the offer to increase the price or otherwise amend the contract is deemed to have been accepted.
- 5.4 Tanzania Deluxe may also offer the customer the option of participating in another package tour (replacement tour) in its offer for a price increase or other contract amendment in accordance with Clause 5.3, about which Tanzania Deluxe must inform the customer in accordance with Art. 250 § 10 EGBGB.

6. Withdrawal by the customer, rebooking, replacement persons

- 6.1 **The customer can withdraw from the trip at any time before the start of the trip. The date of receipt of the declaration of withdrawal by Tanzania Deluxe is decisive. The customer is advised to declare the withdrawal in writing or electronically (e.g. by e-mail).**
- 6.2 **If the customer withdraws from the travel contract, Tanzania Deluxe may demand appropriate compensation. Tanzania Deluxe reserves the right to calculate the cancellation compensation as a lump sum or specifically. With regard to the lump-sum calculation, Tanzania Deluxe has determined the following compensation lump sums, which are calculated as a percentage of the travel price, depending on the time of the customer's withdrawal, according to the period between the declaration of withdrawal and the start of the trip, the expected saving of expenses by Tanzania Deluxe and the expected acquisition through other use of the travel services:**

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|--|-------------------------|
| – up to 30 days before the start of the trip | 20 % of the tour price |
| – from the 29th to the 14th day before departure | 50 % of the tour price |
| – from the 13th to the 7th day before departure | 60 % of the tour price |
| – from the 6th day to the 1st day before departure | 90 % of the tour price |
| – on the day of departure / in case of no-show | |
| of the trip | 95 % of the tour price. |

The traveler is always at liberty to prove that Tanzania Deluxe has not incurred any damage at all or only significantly less damage than the price of the package.

- 6.3 **Tanzania Deluxe reserves the right to demand a specifically calculated, possibly higher compensation instead of the above-mentioned lump sums and in this case will specifically quantify and document the compensation demanded, taking into account the expenses saved and any other use of the travel services.**
- 6.4 The customer has no legal right to change bookings. If, at the customer's request, rebookings (changes to the travel date, destination, place of departure, accommodation or mode of transportation) are nevertheless made after the trip has been booked, Tanzania Deluxe may charge a rebooking fee of € 50.00 per rebooking. Rebookings can only be made with the consent of Tanzania Deluxe up to the 31st day before the start of the trip. Rebooking requests after this deadline are only possible after prior withdrawal from the travel contract under the aforementioned conditions and with simultaneous new registration by the customer. The customer can prove at any time that no damage or only less damage than the aforementioned fee has been caused by the rebooking. This regulation does not apply if the rebooking is necessary because Tanzania Deluxe has not provided the customer with any or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB.
- 6.5 The customer may declare on a durable medium (e.g. by e-mail) within a reasonable period before the start of the trip that a replacement person will assume the rights and obligations arising from the travel contract in his place. In each case, the declaration is deemed to have been made in good time if it is received by Tanzania Deluxe no later than seven days before the start of the trip. Tanzania Deluxe may object to the entry of the replacement person if this person does not fulfill the contractual travel requirements. If a substitute person enters the contract, they and the customer are jointly and severally liable to Tanzania Deluxe for the travel price and the additional costs incurred by the entry of the third party.
- 6.6 If the customer withdraws from the contract due to an offer from Tanzania Deluxe for a price increase of more than 8% of the tour price or due to one of the significant changes to the contract mentioned in Clause 5.3, the customer's withdrawal is free of charge. Furthermore, the tour operator's claim for compensation does not apply in cases of
§ Section 651h (3) sentence 1 BGB.
- 6.7 **Insurances: Tanzania Deluxe recommends taking out travel cancellation and trip interruption insurance and insurance to cover the costs of assistance, including repatriation in the event of accident, illness or death, which Tanzania Deluxe will be happy to inform the customer about or arrange for them. Tanzania Deluxe also recommends taking out international health insurance for all trips.**

7. Services not utilized

If the customer does not make use of individual travel services that Tanzania Deluxe has duly offered him for reasons for which he is solely responsible (e.g. due to early return or illness), the customer is not entitled to a pro rata refund of the travel price.

8. Withdrawal and termination by the tour operator

- 8.1 **Tanzania Deluxe may withdraw from the contract if the minimum number of participants is not reached, provided that Tanzania Deluxe expressly states this number in the respective pre-contractual information and specifies the date.**

by which the declaration of withdrawal must be received by the traveler before the contractually agreed start of the trip at the latest, and it shall state the number and latest deadline for withdrawal again in the travel confirmation. Cancellation must be declared to the customer by Tanzania Deluxe no later than 28 days before the agreed start of the tour.

- 8.2 Tanzania Deluxe may also withdraw from the contract before the start of the trip if it is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. Tanzania Deluxe must then declare its withdrawal immediately after becoming aware of the reason for withdrawal.

9. Liability and limitation of liability

The contractual liability of Tanzania Deluxe for damages that are not physical injuries and are not culpably caused is limited to three times the tour price. This limitation of liability does not apply to claims under the Montreal Convention.

10. Customer's duty to cooperate, remedy, termination by the customer

- 10.1 The customer must report any defects immediately to the local tour guide or representative of Tanzania Deluxe or to the address / telephone number given below and request a remedy within a reasonable period of time. The contact number can always be found in the booking confirmation. **If Tanzania Deluxe is unable to remedy the situation due to a culpable omission of the notification, the customer is not entitled to assert the rights specified in § 651m BGB or to claim damages in accordance with § 651n BGB.** If the customer demands remedy, Tanzania Deluxe must rectify the travel defect. It may refuse to remedy the defect if it is impossible or involves disproportionate costs, taking into account the extent of the travel defect and the value of the affected travel service. Tanzania Deluxe may remedy the situation by providing a substitute service of equal or higher value. If Tanzania Deluxe can refuse to remedy the defect and if the defect affects a significant part of the travel services, Tanzania Deluxe must offer a remedy in the form of appropriate replacement services.
- 10.2 In accordance with international conventions, baggage damage, delays in baggage delivery or loss of baggage in connection with flights must be reported within seven days in the event of baggage loss and within 21 days in the event of baggage delay after delivery of the baggage, whereby it is recommended that the loss or damage be reported immediately on the spot to the responsible airline and that the damage be claimed again in writing. In addition, the loss, damage or misdirection of luggage must be reported to the local tour guide or directly to Tanzania Deluxe if flights are part of the package tour and warranty claims under travel law are asserted.
- 10.3 If a trip is significantly impaired as a result of a defect and Tanzania Deluxe does not provide a remedy within a reasonable period of time to be set by the customer, the traveler may terminate the travel contract within the framework of the statutory provisions, whereby a written or electronic declaration is recommended. It is not necessary for the traveler to set a deadline if the remedy is impossible or is refused by Tanzania Deluxe or if the immediate termination of the contract is justified by a special interest of the traveler. If the contract is terminated by the customer, Tanzania Deluxe retains the right to the agreed travel price with regard to the travel services provided and those still to be provided at the end of the package tour.

- 10.4 The traveler is obliged to cooperate in the event of service disruptions within the framework of the statutory provisions in order to avoid or minimize any damage (obligation to minimize damage).
- 10.5 Tour guides and / or representatives of Tanzania Deluxe on site are not authorized to recognize claims with effect for and against Tanzania Deluxe.
- 10.6 The customer must ensure that he/she arrives at the place of departure in good time at the start of the package tour, especially if he/she has booked his/her own flights. When booking self-booked travel components or flights, it is recommended to allow for a considerable lead time and, for example when using Rail & Fly tickets, to arrive at the airport at least three hours before departure in order to be able to pass the check-in and the security and/or health checks comfortably. When booking connecting flights yourself, you should also allow plenty of time and, if possible, choose a fare that allows you to change your booking at any time free of charge or at low cost.

11. Duty to provide information on the identity of the operating air carrier

In accordance with EU Regulation No. 2111/05, Tanzania Deluxe is obliged to inform the customer of the identity of the respective air carrier of any air transportation 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 this point in time, Tanzania Deluxe must name the airline that is likely to carry out the air transportation and immediately ensure that the customer is informed of the identity as soon as it has been determined. The same applies if the operating airline changes. The list of airlines published by the EU that do not have an operating license in the EU can be found at https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en?pref-Lang=en.

12. Passport and visa requirements, health regulations

- 12.1 **Tanzania Deluxe shall inform the customer about 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 necessary for the trip and the stay.**
- 12.2 The customer is responsible for complying with all regulations that are important for the execution of the trip. All disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by the customer, unless Tanzania Deluxe has culpably failed to fulfill or poorly fulfilled its information and notification obligations or has otherwise culpably violated contractual obligations. In particular, customs and foreign exchange regulations abroad must be complied with.
- 12.3 The customer is responsible for carrying the necessary travel documents and must ensure that his passport or identity card is sufficiently valid for the trip. If the customer has instructed Tanzania Deluxe to apply for official documents, such as a visa, the tour operator is not liable for the timely issue of these documents by German or foreign authorities, but only if the customer has violated his own obligations and is responsible for the delay.

13. Data protection, rights of objection of the customer

- 13.1 Tanzania Deluxe informs customers about the processing of their personal data in the privacy policy on the website and when they contact us

in the data protection notice. Tanzania Deluxe 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). This data is processed insofar as it is necessary for the appropriate processing of your inquiry, 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 aforementioned purposes in accordance with Art. 6 para. 1 sentence 1 lit. b GDPR. The customer's data will not be passed on to unauthorized third parties without the customer's express consent. The customer has the option at any time to retrieve their stored personal data, request information about it, have it changed, corrected or deleted, have its processing restricted, object to its processing, have it transferred or complain to a supervisory authority about the processing (all rights under Art. 15 to 20 GDPR). The data will be deleted if it is no longer required for the fulfillment of the contract or if its storage is not permitted by law. **If the customer's personal data is processed on the basis of legitimate interests in accordance with Art. 6 para. 1 sentence 1 lit. f GDPR, the customer has the right to object to the processing of their personal data in accordance with Art. 21 GDPR if there are reasons for this arising from their particular situation. They can exercise their right to object by sending an email tovel@tanzaniadeluxe.com or by contacting Tanzania Deluxe at the address below.**

13.2 By sending a message totravel@tanzaniadeluxe.com , the customer can also object to the use or processing of their data for advertising, market or opinion research or marketing purposes at any time and free of charge.

14. Miscellaneous, information on online dispute resolution and consumer arbitration

14.1 The ineffectiveness of individual provisions does not result in the ineffectiveness of the entire travel contract. The entire contractual and legal relationship between the customer and Tanzania Deluxe shall be governed exclusively by German law. 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 unknown at the time the action is brought, the place of jurisdiction is agreed to be the registered office of Tanzania Deluxe.

14.2 The European Commission is providing a platform for online dispute resolution (ODR) for the settlement of consumer disputes for travel contracts concluded by electronic means (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>) by 20.07.2025:

Dispute resolution before consumer arbitration boards: Tanzania Deluxe does not participate in such voluntary dispute resolution proceedings and is not legally obliged to do so. An internal complaints procedure does not exist.

Tour operator: Tanzania Deluxe OHG, Taunusstr. 80, D-64521 Groß-Gerau, Managing Directors: Torben Elsinger and Sven Elsinger Phone: 0151 - 40911733, travel@tanzaniadeluxe.com, www.tanzaniadeluxe.com. Key features of the service: Travel organization. Tour operator liability insurance: R + V Versicherung Allgemeine Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Tel. 0611 - 5330, E-Mail: ruv@ruv.de. Territorial scope of the insurance: worldwide. The travel contract is subject to German law. Tanzania Deluxe brokers travel insurance as an annex broker without a license in accordance with § 34d para. 8 no. 1 GewO. Complaints office for disputes with insurance brokers: Versicherungsombudsmann e. V., Postfach 080632, 10006 Berlin, Tel. 0800-3696000, E-Mail: beschwerde@versicherungsombudsmann.de, www.versicherungsombudsmann.de