

Terms and Conditions of Travel with sunda-islands.com OHG

Dear customer

the following Terms and Conditions govern the contractual relationship between you (the participant) and us (the travel operator). Unless otherwise stated in the individual travel details, these Terms and Conditions of travel shall govern the contractual relationship. As our company is located in Germany, which is part of the European Union, these Terms and Conditions supplement the relevant laws (e.g. §§651 aff. BGB) and are based on the recommendation of the des DRV (Deutscher Reisebüro Verband/German Travel Operator Association) according to §38 GWB. They are accepted by you when you place a booking/reservation with us. These Terms and Conditions of Travel have been translated into English to the best of our knowledge and belief but remain for information purposes only. Only the German version is legally binding in any case of conflict, German law applies under any circumstances.

1. Conclusion of the Tourist Travel Contract

- 1.1 By submitting a booking request for a trip, you make a binding offer to enter into a travel contract. The offer is based on the prices and services mentioned in the tour description or individual offer.
- 1.2 Travel agencies or organizations that render services directly (e.g. providers of accommodations, meals, sports, and transportation, cultural and leisure time facilities) are not authorized by us to give assurances or make agreements that go beyond or are contrary to our travel descriptions, our offer or its confirmation of reservation or that modify the confirmed contents of the tourist travel contract.
- 1.3 Websites, brochures, flyers, etc. other than those published by us, from the destination or hotel, are not binding to us unless and then only to the extent they have been made a part of the contractually agreed services through an express agreement between us and the tourist.
- 1.4 The booking may be made in writing, orally, by telephone or in electronic form (email/internet).
- 1.5 The individual making the reservation is responsible for his/her contractual obligations as well as those of the listed participants.
- 1.6 The travel contract comes into effect when it is accepted by us. We will confirm the acceptance, which is not subject to any particular form requirements, by sending you a travel confirmation.
- 1.7 If the content of the booking confirmation differs from the content of the booking, a new offer shall be deemed to have been made by the travel operator by which he shall be bound for a period of ten days. The contract is concluded on the basis of this new offer if the customer declares his/her acceptance of the offer to the travel operator within the commitment period by explicit declaration, or payment of deposit or balance.

2. Payment

- 2.1 When the contract has been concluded and the guarantee certificate (Sicherungsschein) has been delivered to the Tourist, a deposit of 20% of the travel price is due for payment. The balance is due to be paid at least 30 days before commencement of travel. Diverging provisions may be agreed upon individually.
- 2.2 The obligation to provide a guarantee certificate (Sicherungsschein) shall lapse if the travel package lasts no longer than 24 hours and does not cost more than €75.
- 2.3 If the agreed advance payments have not been received by us on time and have not been made even after we have sent a reminder that sets a reasonable period of grace, then we can withdraw from the tourist travel contract and charge the tourist withdrawal costs pursuant to point 4.2-4.5 of these terms and conditions.

3. Changes in Contractual Services and Prices

- 3.1 Changes and deviations from the agreed contents of the tourist travel contract which become necessary after the contract was agreed and that have not been brought about by us contrary to good faith, are permissible insofar as they are not substantial, do not lead to a significant change in the travel services and do not impact the overall form of the travel that has been reserved.
- 3.2 Warranty claims, if any, are not affected by this when the changed services are deficient.
- 3.3 We are obliged to inform the Tourist of such changes and deviations without delay.
- 3.4 We reserve the right to adjust the prices agreed in the travel contract in the event of an increase in transportation costs or the fees for certain services such as airport fees or changes in relevant exchange rates as follows.
 - 3.4.1 If there is an increase in transportation costs, especially the cost of fuel, we shall be entitled to increase the price based on the following calculation:
 - a) We shall be entitled to demand the extra amount from you if the increase relates to a specific seat.
 - b) In other cases, the extra transportation costs demanded by the carrier per means of transport will be divided by the number of seats. We shall then be entitled to demand the increased amount per individual seat from you.
 - 3.4.2 We may increase the travel price by the pro rata amount if we are charged port or airport fees higher than they were when the travel contract was concluded.
 - 3.4.3 If the relevant exchange rates change after conclusion of the travel contract we may raise the price accordingly.
- 3.5 The prices may only be increased if the contract was concluded more than 4 months before the agreed travel date and the circumstances leading to the adjustment have not been foreseeable at the time of entering into the contract or occurred prior to its conclusion.
- 3.6 We must inform you immediately if the price is changed retrospectively. Price increases from 20 days prior to departure are invalid.
- 3.7 If prices increase by more than 5%, you shall be entitled to a free withdrawal from the contract or demand to take part in another trip of equivalent value, provided that we are in the position to offer you such a trip at no extra cost. You must assert these rights immediately after being notified of the price increase. You shall be entitled to assert these claims also if there are significant changes to the trip, and you are similarly required to assert these claims immediately after being notified of the changes

4. Cancellation by the Customer

- 4.1 The tourist can withdraw from the trip at any time before it begins. The withdrawal shall be declared to: sunda-islands.com OHG, Reichsstr. 12, D-53125 Bonn, Germany. Tourists are advised to declare such a withdrawal in written form.
- 4.2 In all cases of withdrawal by the tourist, we are entitled to the compensation stated below for the travel arrangements that have already been made and for our other expenses.
 - 4.3 The tour operator can claim the following subject to the time and the closeness to departure and date of receiving the declaration of withdrawal. We typically accommodate the possibility to use the canceled services in another way in our calculation of the compensation amount:
 - withdrawal up to day 31 before trip begins 20% of travel price
 - withdrawal from day 30 before trip begins 40% of travel price
 - withdrawal from day 24 before trip begins 50% of travel price
 - withdrawal from day 17 before trip begins 60% of travel price
 - withdrawal from day 10 before trip begins 80% of travel price
 - withdrawal from day 3 till beginning of the trip or No-Show 90% of travel price
 - For service where we merely act as an agent (e.g. air and concert tickets, sports events etc.) the cancellation policy of the stated operator applies.
- 4.4 However, the tourist still has the right to prove that we did not incur any expenses or that the expenses incurred were much less than the standard charges stated above.
- 4.5 In lieu of compensation equal to the standard withdrawal charge stated above, we have the option under law of asserting a claim for compensation for damages that are equal to the expenses that actually incurred for the trip in question. In this case the compensation to be paid can be greater than the standard withdrawal charge stated above. We must then notify the tourist of its individual expenses and prove that they were actually incurred.

5. Change of Booking

There is no general entitlement to change a confirmed booking regarding but not limited to period of travel, services, accommodation or kind of transportation. Changes might be agreed on goodwill and may occur charges.

6. Unused Services

If a tourist does not use certain tourist travel services which are part of the travel contract for reasons attributable to him he is not entitled to any refund thereof. However we will endeavour to obtain from the relevant services providers reimbursement of expenses that are saved because of the tourist's non-participation. We are not obliged to do this if the monetary amounts in question are totally insignificant or reimbursement would conflict with statutory or governmental regulations.

7. Cancellation and termination by the tour operator

7.1 After a tourist has begun the trip, we can cancel the tourist travel contract without notice if the tourist continually disrupts the conduct of the trip even though we or an authorized representative has warned the tourist, or the tourist conducts him or herself contrary to the contract in such a way that immediate cancellation of the contract is justified. If we then cancel, we continue to be entitled to the travel price, but must still reimburse any expenditures that are saved as well as any other benefits obtained by use in some other way of the services that were reserved, whereby this also includes any refunds from services providers.

7.2 If, for a given trip, we do not obtain reservations from the minimum number of participants stated in the tourist travel description, we can cancel this trip and withdraw from the contract until 31 days prior departure under the condition that the minimum number of participants is stated in the confirmation of reservation or this confirmation refers the tourist to the corresponding statement in the advertisement of the trip. We are obliged to notify the tourist in writing and without delay that the trip is being cancelled when it is clear that the minimum number of participants will not be reached, whereby we are obliged to refund the full tour price.

8. Obligation to Cooperate

8.1 In the event of defective performance, the tourist is required to undertake whatever may be reasonably expected of him/her to contribute to alleviate the defect and to keep any damages that might have occurred to a minimum. The tourist is also obliged to inform us immediately without delay. A tourist is not entitled to any claims that may arise in this respect if he/she fails to comply with these requirements.

8.2 If, contrary to our expectations, you should have reason for complaint, please inform our local representative (mentioned in your travel documentation) immediately. If the contact person is not available or cannot be reached, please approach sunda-islands.com directly. Please note that it is not sufficient to lodge the complaint with the relevant services provider, such as the hotel or airline. The complaint must be lodged directly with sunda-islands.com or our local representative.

8.3 Our local representative is not authorised to acknowledge claims of the customer.

8.4 If travel services are not provided at all or not in accordance with the terms of the contract, you shall be entitled to demand this to be remedied within a reasonable period of time. We shall be entitled to remedy the situation by providing an equivalent or higher-value substitute service. We may refuse to remedy the situation if it involves a disproportionate expense. After the end of the trip, you may ask for a reduction in price if the services have not been provided in accordance with the terms of the contract, and you have not failed to report this fact on location. If a trip has been considerably disrupted due to a shortcoming, and we do not remedy the situation within a reasonable period of time or if no time limit has been set, because the remedy is impossible, has been denied or the termination of the contract is justified due to a special interest, you shall be entitled to terminate the travel contract under statutory provisions. We recommend that you terminate the contract in writing.

8.5 If the tourist's baggage is lost or damaged when travelling by air, he/she must submit a property irregularity report (P.I.R.) to the airline on the spot, at latest within 7 days. According to the airlines' conditions of carriage, the property irregularity report is typically a prerequisite for asserting his/her claims. We do not accept any liability for the loss or damage of valuables or money in checked baggage. Delays of luggage must be reported within 21 days latest after the luggage is received.

9. Passport, Visa and Health Requirements

9.1 We will inform citizens of the European Union in possession of a valid European Union passport on passport, visa, entry, customs, currency and health requirements for your chosen destination. All other tourists need to refer to the local consulate or embassy of the destination.

9.2 Particular attention should be paid to information on passport, visa, entry, customs, currency and health requirements for the tourists' chosen destination, because he/she is responsible for complying with these provisions. He/she shall be liable for any costs that may arise as a result of non-compliance with these requirements

9.3 We are not to be held responsible for the timely approval, issue and delivery of visa, passports and other travel documents as we do not provide any visa services.

10. Limitation of Liability

10.1 The tour operator's contractual liability for damages, excluding bodily injury, is limited to three times the travel price provided

a) that damages sustained by the traveller are not caused by intent or gross negligence

b) or where the tour organizer is responsible for damages incurred by a traveller solely through the fault of a service provider.

10.2 Provided that the damage has not been suffered as a result of intent or gross negligence, our liability for claims for damages in tort shall be limited in the case of property damage to three times the price of the trip. This shall be without prejudice to any additional claims relating to baggage under the Montreal Convention. In this context, the tour operator recommends that the tourist takes out a basic or comprehensive travel insurance.

10.3 The tour operator shall not be held liable for any disruptions in services or personal injury and property damage relating to services, which have merely been arranged as third-party services (e.g. sports events, excursions, car hire, etc.) and which have been designated as such in the travel brochure and booking confirmation.

10.4 The tour operator shall bear liability within the scope of the due diligence of a prudent businessman for

a) exercising all due care in preparing the trip and careful selection and monitoring of service providers, the accurate description of all travel services during the trip;

b) provided the tour operator has not announced a change in the information provided in the description before the completion of contract the due and proper rendering of contractually agreed travel services.

11. Exclusion and Limitation of Claims

11.1 Claims of the tourist because certain travel services were not rendered in accordance with the contract must be made and received by us within one month of the day on which the trip was scheduled to end. Claims must be asserted vis-à-vis at the address given below. The deadline for asserting claims cannot be met by notifying the relevant services providers, such as, in particular, the provider of overnight accommodations. The tourist is urged to assert his/her claims in writing. The tourist loses all rights unless the tourist is not at fault for failure to lodge a complaint directly with us on or before the deadline. The limitation periods of points begin on the day on which the trip was scheduled to end in accordance with the contractual agreements.

11.2 Claims of the tourist based on loss of life, bodily injury or damage to health due to intentional or negligent violation of duty on our part or any of our legal representatives or assistants are subject to a limitation period of two years. This also applies to claims for compensation for other damages based on intentional or grossly negligent violation of duty on our part or any of our legal representatives or assistants. All other claims pursuant to §§651c f BGB are subject to a limitation period of one year. When negotiations between the tourist and us about the claim or the circumstances that might justify the claim are in progress, the limitation period is suspended until the tourist or we refuse to continue the negotiations. When suspension of the limitation period ends, the claim cannot become statute barred until at least three months have elapsed since the end of suspension.

11.3 The tourist is not permitted to assign claims against us to third parties.

12 Informational Duties regarding the identity of the air carrier

12.1 Under Regulation (EC) No 2111/2005 passengers must be informed about the identity of the air carrier (or carriers) operating a flight at the time of making a booking.

12.2 If the identity of the airline is not known at the time of booking, passengers must be provided with a name of an airline, which is likely to operate the flight. As soon as the identity of the airline has been established, the passenger must be informed.

12.3 Moreover, wherever the operating air carrier is changed, passengers must be informed as soon as possible.

12.4 The most recent version of the Community list of air carriers, which are subject to an operating ban within the EU is available at <http://air-ban.europa.eu>.

13. Travel Insurance

For the sake of the tourist's own safety we highly recommend to conclude a comprehensive travel insurance which covers travel cancellation, returning transportation, health insurance and loss of baggage. The insurance is not included in the trip price. Insurances can be concluded on our homepage or any third party provider covering german law.

14. Choice of Law and Place of Jurisdiction

14.1 The entire legal and contractual relationship between the tour operator and the tourist is governed solely by the laws of the Federal Republic of Germany. The tourist can sue the tour operator only at our official seat of business.

14.2 Legal proceedings against the tourist can only be taken at the tourist's place of residence. In cases of legal proceedings against tourists who are

merchants, legal entities under public or private law, or persons whose place of residence or usual abode lies outside Germany or whose place of residence or usual abode is not known at the time litigation is filed, jurisdiction for the tour operator's official seat of business is deemed to have been agreed.

14.3 The foregoing provisions do not apply insofar as

a) international treaties or

b) conventions or provisions of the laws of the European Union

that are to be applied to travel contracts provide for or imply something else that is more advantageous to the tourist as a consumer.

These Terms and Conditions of Travel are valid for:

sunda-islands.com OHG

Reichsstraße 12

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GERMANY

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