

General Terms and Conditions of the company Criollo Travel, owner Jörg Bütefür

1.Scope of application

The General Terms and Conditions ("GTC") apply to package tours, offers for individual trips, and travel modules in which at least two different travel services are offered to the customer (f/m/d) as a whole for the purpose of the same trip by Criollo Travel, owner Jörg Bütefür ("Criollo Travel"/"Organiser").

2. Conclusion of contract

2.1 With her travel registration or booking order, the customer makes a binding offer to the organiser to conclude a package travel contract based on the description of the respective trip on the website and these GTC. The booking can be made in writing, verbally, by telephone, electronically, or by fax. The registration is made by the customer equally for all participants listed in the travel registration, for whose contractual obligations she is liable as for her own, insofar as she has assumed this obligation by express, separate declaration.

2.2 The contract is concluded with the acceptance of the customer's booking order by Criollo Travel. The organiser confirms the conclusion of the contract to the customer with the travel confirmation on a durable medium (e.g., email or fax) and sends the travel insurance certificate. Only in the case of Art. 250 § 6 Para. 1 S. 2 EGBGB or at the express request of the customer will the organiser send the travel confirmation in paper form by post.

2.3 If the content of the travel confirmation differs from the registration, this constitutes a new offer by the organiser, subject to compliance with the pre-contractual information obligations, to which the organiser is bound for a period of 10 days (from receipt by the customer). The contract is concluded with the content of this new offer if the customer expressly or conclusively declares acceptance to the organiser within the binding period, for example, by making a down payment.

2.4 The customer is obliged to check the travel documents received immediately for correctness (name, address, date of birth, passport details, etc.) and to inform Criollo Travel immediately of any incorrect names. Incorrectly spelled or incomplete names, in particular, can lead to denied boarding by an airline or to problems when entering the country.

2.5 Note on the non-existence of a right of cancellation: The organiser points out that, in accordance with Section 312g (2) No. 9 BGB, there is no right of withdrawal for package holidays offered via distance selling (website), but only the statutory rights of withdrawal and cancellation apply. This means that the customer cannot revoke her declaration of intent when booking online, but that this is binding. Cancellation of the travel contract on the basis of the General Terms and Conditions is always possible (see Section 6). A right of cancellation only exists if the contract for travel services, in accordance with Section 651a BGB, has been concluded outside of business premises following verbal negotiations (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

3.1 After receipt of the travel confirmation and the security certificate, a deposit of 20% of the total price is due and must be paid within 10 days of the invoice date. This deposit will be deducted from the total price of the holiday. The balance must be paid without request 28 days before the start of the trip or seminar if it is certain that the trip can no longer be cancelled in accordance with Clause 8.1.

3.2 If payments due on the travel price are not received despite a reminder and a reasonable deadline for payment, Criollo Travel is entitled to withdraw from the contract. In this case, the organiser may charge the customer cancellation costs based on Section 6.2, provided that the customer did not have the right to refuse payment.

4. Services

The individual contractual services owed by Criollo Travel can be found in the tour description and the tour confirmation.

5. Price and contract changes

5.1 Criollo Travel waives the possibility of unilateral increases in the tour price, for example, due to currency fluctuations after the conclusion of the contract.

5.2 Since Clause 5.1 excludes the possibility of an increase in the travel price, the customer cannot demand a reduction in the travel price after the conclusion of the contract.

5.3 However, Criollo Travel 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 not made in bad faith (for example, in the case of flight time changes of up to 4 hours or reasonable route changes). The organiser must inform the customer of the change in a clear, comprehensible, and prominent manner on a durable medium. The change is only effective if it fulfils these requirements and is declared before the start of the trip.

6. Cancellation by the customer

6.1 The customer may withdraw from the contract at any time before the start of the trip. If the customer withdraws from the travel contract, the date of receipt of the declaration of withdrawal by the organiser shall be decisive. It is recommended that the cancellation be made in writing or electronically.

6.2 In the event of cancellation, the organiser may demand reasonable compensation. To this end, the organiser has set the following flat-rate compensation rates, which are determined as a percentage of the tour price depending on the time of cancellation by the customer and the period between the declaration of cancellation and the start of the tour. These rates also account for the organiser's expected savings and potential income from other uses of the travel services:

For package holidays, as a percentage of the travel price:

- Up to 35 days before departure: 20%
- 34th to 26th day before departure: 35%
- 25th to 18th day before departure: 50%
- 17th to 8th day before departure: 70%
- From the 7th day before departure or in the event of no-show: 90% of the tour price

The customer is free to prove that the organiser has suffered no loss at all or only a significantly lower loss than the lump sums demanded. Criollo Travel reserves the right to demand specifically calculated, possibly higher compensation instead of the aforementioned lump sums. In this case, the organiser may quantify and substantiate the compensation claimed, taking into account the expenses saved and any other use of the travel services.

6.3 The organiser strongly advises the customer to take out travel cancellation and curtailment insurance or insurance to cover the costs of assistance, including repatriation in the event of an accident, illness, or death. Criollo Travel can arrange such insurance for the customer. The costs of this insurance are due with the deposit.

7. Rebookings, Replacement persons

7.1 The customer has no legal claim to rebookings. If the organiser nevertheless makes changes to the booking (changes to the travel date, destination, place of departure, accommodation, and mode of transport) after the trip has been booked, the organiser may charge a flat-rate rebooking fee of €50. The customer is at liberty to prove that the damage incurred is less than the flat rate or that no damage was incurred at all. Rebooking is only possible up to 35 days before the start of the trip.

After the 35th day before the start of the trip, changes, insofar as they are possible at all, are only possible after prior cancellation of the travel contract under the aforementioned conditions and with a simultaneous new booking by the customer. If the rebooking was necessary because the organiser provided the customer with no or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB: (Einführungsgesetz zum Bürgerlichen Gesetzbuch), the rebooking is free of charge.

7.2 The customer may declare on a durable medium within a reasonable period before the start of the trip that a substitute person will assume the rights and obligations arising from the travel contract instead of them. The declaration shall, in any case, be deemed timely if it is received by the organiser no later than seven days before the start of the trip. The organiser may object to the entry of the substitute person if this person does not fulfill the contractual travel requirements. If a substitute person joins the contract, they and the customer shall be jointly and severally liable to the organiser for the tour price and any additional costs incurred as a result of the third party joining the tour. The organiser may only demand reimbursement of additional costs if and insofar as these are reasonable and have actually been incurred. The organiser must provide the customer with proof of the amount of additional costs incurred by the entry of the replacement person.

8. Resignation of Criollo Travel

8.1 Criollo Travel may withdraw from the contract up to 28 days before the start of the tour due to the number of participants not being reached if the minimum number of participants was stated in the respective travel advertisement, and the time by which the traveller must have received the declaration of withdrawal before the contractually agreed start of the tour at the latest, and the minimum number of participants and the latest withdrawal deadline were stated again in the travel confirmation.

8.2 The organiser may withdraw from the contract before the start of the trip if it is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. The organiser must declare the withdrawal after becoming aware of the reason for withdrawal.

8.3 If the organiser withdraws from the travel contract in accordance with 8.1 or 8.2, it shall lose its claim to the agreed travel price. Payments made towards the tour price shall be refunded to the customer. Payments for arranged insurance or arranged flights will not be refunded.

9. Liability and Limitation of Liability

The contractual liability of Criollo Travel for damages that are not physical injuries and were 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. Obligations of the Customer

10.1 The customer must immediately report any defects in a trip or seminar to the organiser's local tour guide 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 travel confirmation. If the organiser is unable to remedy the situation due to a culpable failure to notify the customer, the customer is not entitled to assert the rights set out in Section 651m BGB or to claim compensation in accordance with Section 651n BGB. If the customer demands redress, the organiser must remedy the travel defect. The organiser 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. The organiser may remedy the situation by providing a substitute service of equal or higher value. If the organiser can refuse to remedy the defect and the defect affects a significant part of the travel services, the organiser must offer a remedy in the form of appropriate replacement services. The local tour guide is instructed to provide a remedy where possible. However, it is not authorised to recognise claims.

10.2 If a trip is significantly impaired as a result of a defect and the organiser fails to remedy the situation within a reasonable period of time, the customer may terminate the travel contract, whereby the written form is recommended. It is only not necessary for the customer to set a deadline if the organiser refuses to remedy the situation or if immediate remedy is necessary. If the contract is terminated by the customer, the organiser shall retain 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; the customer's claims in accordance with Section 651i (3) Nos. 6 and 7 BGB: (Bürgerliches Gesetzbuch) shall remain unaffected.

11. Notification of Lost or Delayed Baggage

Damage to baggage, delays in delivery of baggage, or loss of baggage in connection with flights must be reported within 7 days of delivery of the baggage in the case of lost baggage and within 21 days of delivery of the baggage in the case of delayed baggage in order to claim compensation in accordance with international conventions, whereby it is recommended that a report of loss or damage be made immediately on the spot to the responsible airline. In addition, the loss, damage, or misdirection of baggage must be reported to the local tour guide or the tour operator if warranty claims under the travel contract are to be asserted.

12. Passport and Visa Requirements, Health Regulations

12.1 The organiser 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; Covid-19 measures) required for the trip and stay.

12.2 The organiser shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the customer has commissioned the organiser to obtain them, unless the organiser has breached its own obligations and is itself responsible for the delay.

12.3 In addition to the information provided by the tour operator in accordance with Clause 12.1, the traveller is obliged to obtain information on infection and vaccination protection and other prophylactic measures in good time; medical advice should be sought if necessary. Reference is made to general information, in particular from the health authorities, travel medicine information services, or the Federal Centre for Health Education.

12.4 The traveller 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 shall be borne by the traveller, unless they are caused by culpable misinformation or non-information on the part of the organiser.

13. Information on the identity of the operating air carrier

In accordance with EU Regulation No. 2111/05, Criollo Travel is obliged to inform the customer of the identity of the respective air carrier for any air transport services to be provided as part of the booked trip at the time of booking. If the operating airline or airlines have not yet been determined at that time, the organiser or agent must name the airline likely to carry out the air transport and ensure that the customer is informed of the identity as soon as this 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 licence in the EU can be found on the website https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en.

14. Data protection, rights of objection of the customer

14.1 The Organiser shall comply with the provisions of the BDSG and the GDPR when processing personal data. Personal data includes 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 the customer's enquiry or booking request, for the implementation of pre-contractual measures, or for the fulfilment of the travel contract. Data processing is authorised on the basis of Art. 6 para. 1 lit. a GDPR and § 25 para. 1 TTDSG for the purposes stated. The data will not be passed on to unauthorised third parties without the express consent of the customer. The customer may retrieve her stored personal data at any time, request information about it, have it amended, 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 fulfilment of the contract or if its storage is not permitted by law. If the customer's personal data is processed based on legitimate interests pursuant to Art. 6 para. 1 lit. a GDPR and § 25 para. 1 TTDSG, she has the right to object to the processing of her personal data pursuant to Art. 21 GDPR, provided that there are reasons for this arising from her particular situation. She can exercise her right to object by sending an email to info@criollotravel.de or by contacting Criollo Travel at the address below.

14.2 By sending a message to info@criollotravel.de, the customer may also object to the use or processing of her data for advertising, market or opinion research, or marketing purposes at any time, free of charge.

14.3 Further details are regulated in the Organiser's privacy policy.

15. Final provisions and notes

15.1 The entire contractual and legal relationship between the customer and Criollo Travel 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 abroad, or whose place of residence or habitual abode is unknown at the time the action is filed, the place of jurisdiction shall be the registered office of the organiser.

15.2 The ineffectiveness of individual provisions of the travel contract does not result in the ineffectiveness of the entire travel contract.

15.3 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 resolution before consumer arbitration boards: The organiser does not participate in such voluntary dispute resolution proceedings and is not legally obliged to do so. An internal complaints procedure in accordance with the VBSG does not exist.

Tour operator: Criollo Travel owner Jörg Bütelfür, Koopmannstraße 91, 47138 Duisburg, Tel.: +49 (0) 157-33660723, info@criollotravel.de, www.criollotravel.de.

Main features of the service: Organisation of package tours. Liability insurance: R+V-Versicherung, Raiffeisenplatz 1, 65189 Wiesbaden, Germany. Scope of insurance: worldwide.

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