



General Terms and Conditions of birdingtours GmbH

§ 1 Conclusion of the travel contract

1.1 The customer offers birdingtours GmbH ("birdingtours") the conclusion of a binding travel contract with his travel registration on the basis of the travel advertisement and these General Terms and Conditions of Travel. Registration can be made orally, by telephone, by fax, or electronically. After acceptance of the registration by birdingtours, the customer receives the individual travel confirmation / invoice and the security certificate as confirmation of the contract on a durable data carrier (for instance by e-mail, in paper only in the case of Art. 250 § 6 para. 1 s. 2 EGBGB). If the content of the travel confirmation deviates from the content of the travel registration, a new offer from birdingtours is available, to which birdingtours is bound for 10 days, subject to compliance with the pre-contractual information obligations. Within this period, the customer can accept the offer expressly or conclusively (e.B. by deposit) and the travel contract is concluded with its content. If the customer does not accept the offer within the deadline, no travel contract is concluded.

1.2 The customer is responsible for all contractual obligations of fellow travellers for whom he makes the registration as well as for his own, provided that he has assumed this obligation by express and separate declaration.

1.3 The minimum age to participate in unaccompanied travel is 18 years. In the case of minors, the registration must be signed by the legal guardian(s) (all holders of custody). This prior written consent of the parent or legal guardian is required for each minor participant, even if he or she has been registered as an applicant via another participant.

1.4 Travel agents (e.B. travel agencies) and service providers (for instance hotels) are not authorized by birdingtours to make deviating agreements, to provide information or to make assurances that change the agreed content of the travel contract, that go beyond the contractually promised services of the tour operator or contradict the travel advertisement.

1.5 birdingtours points out that according to § 312g Abs. 2 Nr. 9 BGB there is no right of revocation for the trips offered on its website, but only the statutory rights of withdrawal and termination apply. This means that the customer cannot revoke his declaration of intent when making an online booking, instead this is binding. A withdrawal from the travel contract is always possible (see para. 5.1). A right of revocation only exists if the contract for travel services according to § 651a BGB has been concluded outside of business premises after oral negotiations, unless the oral

negotiations on which the conclusion of the contract is based have been conducted on previous order of the consumer.

§ 2 Payment of the travel fee

2.1 After conclusion of the contract and receipt of the travel confirmation with the security certificate, a deposit of 20% of the travel fee is due within 7 days of the invoice date and must be paid in cash or by bank transfer. The deposit will be credited to the travel fee. The remaining payment is due and payable no later than 28 days before the start of the trip if it is certain that the trip will be carried out, in particular no longer according to para. 7.1 can be cancelled; in the case of short-term registrations within 28 days before departure, the total travel price is therefore due and payable.

2.2 If the customer does not make the down payment and / or the final payment in accordance with the agreed payment due dates, birdingtours is entitled to withdraw from the travel contract after a reminder with a deadline and to charge the customer with cancellation costs in accordance with para. 5.1.

§ 3 Services and fees

The services contractually owed by birdingtours result from the travel advertisement including all information and information contained in the brochure material in connection with the content of the travel confirmation. Unless expressly stated otherwise, fees in travel advertisements are per person.

§ 4 Contract and fee changes after conclusion of the contract, significant contract and fee changes, rights of the customer

4.1 birdingtours reserves the right to unilaterally increase the travel fee if the increase in the travel fee is directly arising from an a) increase in the cost for the transport of persons due to higher costs for fuel or other energy sources, b) an increase in taxes and other charges for agreed travel services, (c) a change in the exchange rates applicable to the package 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) affects the travel fee. Should this be the case, birdingtours will inform the customer immediately on a durable data carrier (e.B. by e-mail) clearly and comprehensibly about the price increase and its reasons and inform the customer of the calculation of the price increase. A price increase is only effective if it meets the requirements referred to in this paragraph and the customer is not noted later than 20 days before the start of the trip. A fee increase that is demanded from the 20th day before the agreed departure date is ineffective. The obligation of birdingtours to reduce prices according to para. 4.2 is expressly pointed out.

4.2 Since para. 4.1 provides for the possibility of an increase in the travel price, the customer may demand a reduction in the travel price if and to the extent that the provisions of para. 4.1 under a) to c) prices, duties or exchange rates have changed after conclusion of the contract and before the start of the trip and this leads to lower

costs for birdingtours. If the customer has paid more than the amount owed accordingly, the additional amount must be reimbursed by birdingtours. birdingtours may deduct the administrative expenses actually incurred by it from the additional amount to be reimbursed and must prove to the customer at the customer's request the amount of administrative expenses incurred.

4.3 birdingtours reserves the right to unilaterally change contractual conditions other than the travel price after conclusion of the contract if the changes are insignificant and are not brought about in good faith. birdingtours must inform the customer of this on a durable data carrier (e.B. by e-mail, SMS or voice message) clearly, comprehensibly and in a highlighted manner about the change. The change is only effective if it meets these requirements and is explained before the start of the trip.

4.4 If the 4.1 reserved price increase of 8% of the travel price, birdingtours cannot make it unilaterally. Birdingtours may, however, offer the customer a corresponding price increase and demand that he (1) accepts the offer to increase the price within a period determined by birdingtours, which must be reasonable, or (2) declares his withdrawal from the contract. The offer for a price increase can be made no later than 20 days before the start of the trip. If birdingtours can only provide the trip from a circumstance occurring after 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, sentence 2 of this para. 4.4 accordingly, i.e. birdingtours 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 period determined by birdingtours, which must be reasonable. The offer for such a further change to the contract cannot be made after the start of the trip.

4.5 birdingtours may offer the customer in its offer a price increase or other contract change in accordance with para. 4.4 optionally also offer participation in another package tour (replacement trip), about which birdingtours must inform the customer in accordance with Art. 250 § 10 EGBGB.

4.6 After the expiry of one of birdingtours according to para. 4.4 the offer to increase the price or other change to the contract shall be deemed to have been accepted.

4.7 If the customer enters into para. 4.4 from the contract, § 651h Abs. 1 S. 2 and Abs. 5 BGB (German Civil Code) shall apply accordingly. Insofar as birdingtours is obliged to refund the travel price as a result of the customer's withdrawal, it must make payment immediately, in any case within 14 days of withdrawal. Claims of the customer according to § 651i Abs. 3 Nr. 7 BGB remain unaffected.

§ 5 Withdrawal by the customer, rebookings, substitute persons

5.1 The customer can withdraw from the trip at any time before the start of the trip.

The receipt of the declaration of withdrawal by birdingtours is decisive. If the customer withdraws from the travel contract, birdingtours loses the right to the travel price, but can demand appropriate compensation. Birdingtours has determined the following compensation lump sums for this purpose, which are determined according to the period between the declaration of withdrawal and the start of the trip, the expected savings of expenses and the expected purchase through other use of the travel services as a percentage of the travel price, depending on the time of withdrawal of the customer, as follows:

Groups

up to 30 days before departure 20 %
from 29th to 22nd day before departure 35 %
from 21st to 14th day before departure 40 %
from 13.-07. day before departure 50 %
from 06 to the day of departure or in case of no-show 90 %

Individuals:

up to 30 days before departure 20 %
from 29th to 22nd day before departure 30 %
from 21st to 14th day before departure 50 %
from 13.-07. day before departure 70 %
from 06 to 01 days before departure 90 %
Departure day or no-show 95 %

The traveller is always free to prove that birdingtours has not suffered any damage at all or only in a significantly lower amount than the packages. birdingtours reserves the right to demand a higher, concrete compensation instead of the respective packages and in this case can prove that it has incurred significantly higher expenses than the applicable lump sum (e.B. in the case of cancellation of flight tickets). It may specifically quantify and substantiate the compensation claimed, taking into account the saved expenses and any other use of the travel services.

5.2 The customer has no legal claim to carry out rebookings (changes regarding the date of travel, the destination, the place of departure, the accommodation or the mode of transport). If rebookings are nevertheless made on a goodwill basis at the request of the customer, they are only possible up to the 46th day before departure. For such rebookings, birdingtours charges a rebooking fee of € 30.00 per rebooking process per traveller. The traveller is free to prove to birdingtours that no or only less damage than the above-mentioned lump sum has arisen as a result of the rebooking. Otherwise, rebookings are only subject to prior withdrawal from the travel contract under the conditions of para. 5.1 as well as with simultaneous re-registration.

5.3 The customer can declare within a reasonable period of time before the start of the trip on a durable data carrier (e.B. by e-mail, SMS, voice message) that a

substitute person enters into the travel contract instead of him. In any case, the declaration is timely if it is received by birdingtours no later than seven days before the start of the trip. birdingtours can object to the entry of the substitute person if he or she does not meet the contractual travel requirements. If the substitute enters into the contract, he and the original customer birdingtours are jointly and severally liable for the travel price and the additional costs incurred by the entry of the third party. birdingtours may only demand reimbursement of additional costs if and to the extent that they are reasonable and actually incurred. It must provide the customer with proof of the amount of additional costs incurred by the entry of the third party.

§ 6 Unused services

If the customer does not make use of individual travel services that have been properly offered to him by birdingtours as a result of early return travel, illness or for other reasons for which the customer is solely responsible, the customer is not entitled to a pro rata refund of the travel price.

§ 7 Withdrawal and termination by birdingtours

7.1 birdingtours may withdraw from the contract due to failure to reach the minimum number of participants and cancel the trip if it quantifies the minimum number of participants in the respective pre-contractual information and has specified the time by which the customer must have received the declaration of withdrawal at the latest before the contractually agreed start of the trip, and indicates the minimum number of participants and the latest withdrawal period in the travel confirmation. A withdrawal must be declared by birdingtours to the customer no later than 28 days before the agreed start of the trip.

7.2 birdingtours may also withdraw from the travel contract if it is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, birdingtours must declare the withdrawal immediately after becoming aware of the reason for withdrawal.

7.3 If the customer permanently disturbs the execution of the trip despite a warning or if he behaves contrary to the contract to such an extent that a continuation of the contractual relationship until the agreed termination or the expiry of a notice period with him is unreasonable, or otherwise behaves in a strong breach of contract, birdingtours may terminate the travel contract without observing a deadline. In doing so, it retains the right to the travel price less the value of saved expenses and any reimbursements made by service providers or similar advantages that it obtains from the other use of the unused service. Any additional costs for the return transport shall be borne by the disturber himself. In the event of termination after the start of the trip, birdingtours will be represented by the respective tour guide.

§ 8 Liability and Limitation of Liability

The contractual liability of birdingtours for damages that are not bodily injury and are not culpably caused is limited to three times the travel price. The aforementioned

limitation of liability does not apply to claims under the Montreal Convention. birdingtours is not liable for information in brochures of the service providers (e.g. hotels) that have not been produced or published by birdingtours itself.

§ 9 Obligations of the traveler, remedy, setting of a deadline before termination of the traveler, cooperation of the traveler

9.1 The customer must immediately notify the local tour guide / partner agency / birdingtours of any defects that occur and request remedy within a reasonable period of time (contact addresses and telephone numbers can be found in the travel confirmation and your travel documents). The 24-hour emergency number of birdingtours is +49 171-3221446. Insofar as birdingtours could not remedy the situation as a result of a culpable omission of the notification according to sentence 1, the customer is not entitled to assert the rights specified in § 651m BGB or to claim damages according to § 651n BGB. If the customer demands a remedy, birdingtours must remedy the travel defect. It can only refuse the remedy if it is impossible or is associated with disproportionate costs, taking into account the extent of the travel defect and the value of the travel service concerned. birdingtours can remedy the situation in such a way that it provides a replacement service of equal or higher value. If birdingtours can refuse to remedy the defect and the defect affects a significant part of the travel services, birdingtours must offer remedy through appropriate replacement services.

9.2 If a trip is *significantly* impaired by a defect, the customer can terminate the contract. Termination is only permissible if birdingtours has allowed a reasonable period of time determined by the customer to elapse without remedy. The determination of a deadline is only not necessary if the remedy is refused by birdingtours or if the immediate remedy is necessary. If the contract is terminated by the customer, birdingtours retains the right to the agreed travel price with regard to the travel services provided and the travel services still to be provided at the end of the package tour; Claims of the customer according to § 651i Abs. 3 Nr. 6 and 7 BGB remain unaffected.

9.3 The customer is obliged to do everything reasonable in the event of disruptions in performance within the framework of the statutory provisions on the obligation to mitigate damage in order to avoid any damage or to keep it as low as possible.

9.4 The customer is personally responsible for his timely appearance at the place of departure.

§ 10 Insurance

The advertised travel price does not include travel insurance (e.B. for travel cancellation costs, costs of trip interruption, foreign health insurance, etc.). birdingtours generally recommends the conclusion of a travel cancellation insurance and an insurance to cover the costs of support, including repatriation in the event of accident, illness or death, as well as health insurance that is also valid abroad.

birdingtours can arrange appropriate insurance for you on request.

§ 11 Passport and visa requirements, health regulations, travel documents

11.1 birdingtours informs the customer before concluding the contract about general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas as well as health formalities (e.B. vaccinations and certificates prescribed by the police including any necessary Covid-19 vaccinations, proof or tests) required for the trip and stay. The customer must ensure that his passport or identity card as well as other travel documents are sufficiently valid. If the customer has commissioned birdingtours to apply for official documents (e.B. visas) for him, birdingtours shall not be liable for the timely issuance of these documents by German or foreign authorities, unless birdingtours has violated its own obligations and is itself responsible for the delay.

11.2 The customer must inform birdingtours immediately if he does not receive the necessary travel documents (e.B. hotel vouchers, flight documents) within the times communicated to him by birdingtours or if the documents and tickets contain false information regarding the customer's data.

§ 12 Data protection and rights of objection of the customer

12.1 birdingtours informs the customer about the processing of his personal data in the data protection declaration on the birdingtours website and the data protection information. Personal data is any data relating to a person personally and identifying him or her (e.B. name, address, e-mail address). This data will be processed insofar as it is necessary for the appropriate processing of inquiries or booking requests of the customer or for the implementation of pre-contractual measures or for the fulfilment of the contract from the travel contract. According to Art. 6 para. 1 sentence 1 lit. b GDPR, data processing is permitted for the aforementioned purposes. The personal data will not be passed on to unauthorized third parties without the express consent of the customer. The customer has the possibility at any time to retrieve his personal data stored at birdingtours, 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 complain to a supervisory authority about the processing (all rights of Articles 15 to 20 GDPR). The data will be deleted if they are no longer required for the fulfilment of the contract or if their storage is legally inadmissible. If personal data of the customer are processed on the basis of legitimate interests pursuant to Art. 6 para. 1 sentence 1 lit.f GDPR, the customer has the right to object to their processing in accordance with Art. 21 GDPR, insofar as there are reasons for this arising from his particular situation. The customer can exercise his right of objection at the e-mail address info@birdingtours.de with an e-mail or contact birdingtours at the address below. The customer can reach the data protection officer at datenschutz@birdingtours.de or at the address given below with the addition "to the data protection officer".

12.2 By sending a message to info@birdingtours.de, the customer can also object to

the use or processing of his data for the purposes of advertising, market or opinion research or for marketing purposes.

§ 13 Information obligations about the identity of the performing air carrier

In accordance with EU Regulation No. 2111/2005, birdingtours is obliged to inform the customer of the identity of the respective air carrier of all air transport services to be provided within the framework of the booked trip at the time of booking. If the operating airline has not yet been determined at the time of booking, birdingtours must name the airline that is likely to carry out the air transport and ensure that the customer immediately becomes aware of the identity as soon as it is established. This also applies if the airline named to the customer changes. The list of airlines with a flight ban in the EU is available on the website https://ec.europa.eu/transport/modes/air/safety/air-ban_de.

§ 14 Final provisions and notes

14.1 Should one of the above conditions be or become invalid, all remaining conditions shall continue to be valid, and the validity of the travel contract shall not be affected.

14.2 The entire contractual and legal relationship between the customer and birdingtours shall be governed exclusively by German law. Insofar as the traveller is a merchant or legal person under private or public law or a person who has his domicile or habitual residence in non-EU countries, or whose domicile or habitual residence is not known at the time the action is brought, the place of jurisdiction is agreed to be the registered office of birdingtours.

14.3 The European Commission provides a platform for online dispute resolution (OS) for the out-of-court settlement of consumer disputes for contracts concluded in electronic legal transactions, which the customer finds under <https://ec.europa.eu/consumers/odr>. birdingtours does not participate in a voluntary dispute resolution procedure before a consumer arbitration board and is not legally obliged to do so. An internal complaint procedure within the meaning of the VSBG does not exist.

Tour operator: birdingtours GmbH, Kreuzmattenstrasse 10A, 79423 Heitersheim, Phone: +49 (0) 7634/5049845, Fax: +49 (0)7634/505520, E-Mail: info@birdingtours.de, Ceo: Rainer Stoll, Essential features of the service: Tour operator, RVliability insurance: HDI-Hauptvertretung, Kieler Straße 2, 24568 Kaltenkirchen, territorial scope of the insurance: worldwide. German law applies to the travel contract. birdingtours arranges travel insurance as a license-free annex broker according to § 34d Abs. 8 Nr. 1 GewO. Complaints office in case of disputes with insurance intermediaries: Versicherungsombudsmann e. V., Postfach 080632, 10006 Berlin, Tel. 0800-3696000, E-Mail: beschwerde@versicherungsombudsmann.de, www.versicherungsombudsmann.de