

General Terms and Conditions Voyageur Bohème Owner Corinna Horn



BOOKING AND INSURANCE CONDITIONS

Valid for new bookings as of 01.07.2021

Preamble

Please pay attention to these booking conditions, because with your booking you accept these booking conditions, which will be sent to you before booking. They apply to all package tours as well as to travel services booked as individual services within the meaning of § 651 a para. 3 nos. 2 and 3 BGB (German Civil Code) (accommodation in hotels or vacation homes/apartments and rental of motor vehicles (including mobile homes) and motorcycles - hereinafter referred to as "individual services" - of the provider Voyageur Bohème Inh. Corinna Horn (hereinafter referred to as "Voyageur Bohème"). They supplement and complete the respective legal regulations of the BGB (German Civil Code) applicable to the accommodation/rental, for package tours the §§ 651a - y BGB, Art. 250 and 252 EGBGB (Introductory Act to the German Civil Code). Should individual provisions of these booking conditions be applicable in whole or in part only to package tours or only to individual services of Voyageur Bohème, this will be made clear at the appropriate place.

Voyageur Bohème's business concept is based on the development and realization of tailor-made trips, for which the client pays an agency fee, the amount of which depends on the respective expenditure

and a corresponding individual agreement. Voyageur Bohème acts both as an intermediary of trips of other tour operators and as an intermediary of individual services of other service providers as well as an organizer of its own trips.

For both types of Voyageur Bohème's business activities, the General Terms and Conditions printed under "A" shall apply. For trips and services arranged by Voyageur Bohème, the Special Conditions of Travel listed below under "C" are agreed upon, for trips organized by Voyageur Bohème itself, the Special Conditions of Travel listed under "B" are agreed upon in addition to the General Conditions applicable under "A".

The term "service(s)" includes both package tours and individual services.

If you have booked a package tour, we have provided you with the legally required information, in particular the form, prior to the conclusion of the booking. The offers of Voyageur Bohème partly contain only mediated travel components (especially in the case of individual services), which are specifically marked as mediated travel components in the advertisement and confirmation. This also applies in particular to flight services, insofar as these are advertised as merely arranged. A traveler in the sense of these general terms and conditions is anyone who, on the basis of the

travel contract, is entitled to make use of the services to be provided by us within the framework of the travel contract. If you and the travelers are not the same person, you and the travelers are jointly and severally liable for the consideration owed under the travel contract.

A: General terms and conditions for brokered or organized travel.

1. Terms of Payment

1.1 Upon conclusion of the travel contract, a deposit on the travel price is due. This amounts to 20% of the travel price per person. The travel price insurance certificate will be handed out beforehand for package tours.

1.2 The remaining travel price is due 4 weeks before departure. For bookings made less than 4 weeks before the start of the trip, the entire travel price is due immediately.

1.3 In deviation from the regulation in section 1.2, the travel price is due 14 days before the start of the trip against delivery of the travel documents for trips that cost less than EUR 75 per person, do not include an overnight stay and last less than 24 hours.

1.4 The agreed agency fee as well as cancellation, processing and rebooking fees are due immediately.

2. Insurances

Voyageur Bohème strongly recommends the purchase of the following travel insurances: Baggage, travel accident, travel liability and travel health insurance including ambulance flight from abroad as well as travel cancellation insurance.

3. Passport, visa, customs, foreign exchange and health regulations.

3.1 The disclosure of the above provisions to the traveler when booking a trip or travel service refers to the status at the time of booking.

3.2 It is expressly pointed out that there is always the possibility of changes to these provisions by the state authorities. Voyageur Bohème will, within the scope of its possibilities, inform the Participant of any changes as soon as possible. However, the traveler is advised to follow the news media about changes in the regulations in his travel country in order to be able to adjust to the changed circumstances in time. Voyageur Bohème shall only be liable for a breach of the obligation to notify a change in the regulations after the conclusion of the travel contract in the event of gross negligence or intent.

3.3 The Passenger himself/herself shall be responsible for obtaining the travel docu-

ments required for the performance of the tour as well as for compliance with the respective applicable regulations.

3.4 Voyageur Bohème shall not be liable for the disadvantages of the Customer resulting from the non-compliance with section 3.3, provided that there is no culpable misinformation or non-information by Voyageur Bohème.

3.5 The travel participant is solely responsible for his or her health suitability with regard to the requirements of the booked service. Furthermore, Voyageur Bohème points out to the travel participant that technical and sanitary facilities abroad do not always correspond to German standards.

3.6 Flight times/numbers/routes and airlines are subject to change. The travel participant is obliged to check the aforementioned data in good time before the start of the trip and before the start of the return trip and to have them reconfirmed.

4. Data Protection

We inform you about the processing of your personal data in the privacy policy on our website and in the data protection notice. Voyageur Bohème complies with the provisions of the BDSG and the DSGVO when processing personal data. Personal data are all data that relate to a person personally (e.g. name, address, e-mail 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 performance of the contract under the travel contract. The data processing is permissible according to Art. 6 para. 1 p. 1 lit. b DSGVO for the aforementioned purposes.

Your data will not be disclosed to unauthorized third parties without your express consent. You have the possibility at any time to retrieve your stored personal data, 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 Art. 15 to 20 DSGVO). The data will be deleted if they are no longer required for the performance of the contract or if their storage is prohibited by law. If your personal data is processed on the basis of legitimate interests pursuant to Art. 6 (1) p. 1 lit. f DSGVO, you have the right to object to the processing of your personal data pursuant to Art. 21 DSGVO, provided that there are grounds for doing so that arise from your particular situation. You can exercise your right to object by sending an e-mail to hello@voyageurboheme.com or by contacting us at the address below. By sending a message to hello@voyageurboheme.com, the customer can also object free of charge at any time to the use or processing of his data for the purposes of advertising, market or opinion research or for marketing purposes.

5. Identity of the air carrier

At the time of booking, Voyageur Bohème shall inform the Customer of the identity of the respective air carrier(s) of all air transportation services to be provided within the scope of the booked trip.

If the operating air carrier(s) has/have not yet been determined at the time of booking, the air carrier(s) that will probably provide the air transportation must be named and Voyageur Bohème must immediately ensure that the Customer receives knowledge of the identity as soon as it/they has/have been determined. The same applies if the operating airline changes. The EU Black List can be viewed on the website http://ec.europa.eu/transport/modes/air/safety/air-ban_de

6. Place of jurisdiction, applicable law

6.1 In case of lawsuits against registered traders or persons who do not have a general place of jurisdiction in Germany, who have moved their domicile or personal residence abroad after the conclusion of the contract or whose domicile or usual place of residence is not known at the time of filing the lawsuit, the place of jurisdiction shall be the registered office of Voyageur Bohème. The entire legal and contractual relationship between us and the Customer shall be governed exclusively by German law, unless this is excluded by mandatory law.

6.2 In the case of private customers, the place of jurisdiction shall be governed by the general provisions of the law, so that any action against the Customer shall be brought before the court located at the Customer's place of residence. No agreement on the place of jurisdiction shall be made in this respect.

7. General / Severability Clause

The ineffectiveness of individual provisions does not result in the ineffectiveness of the entire travel contract. The entire legal and contractual relationship between us and the customer shall be governed exclusively by German law. 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 guest can find at <http://ec.europa.eu/consumers/odr>

Voyageur Bohème does not participate in any dispute resolution procedure before a consumer arbitration board and is not legally obliged to participate. An internal complaints procedure does not exist.

B Special travel conditions, for trips organized by Voyageur Bohème itself.

1. Conclusion of the travel contract

a) Descriptions, promotions or advertisements of travel services on our part - even those that refer to a specific period of time and/or name a specific price and/or other

services and consideration - do not constitute an offer in the legal sense. Rather, this is merely an invitation to potential customers to submit an offer to conclude a travel contract with corresponding content to us.

b) The registration can be made orally, in writing, by telephone or e-mail, directly with us. In the case of electronic registrations, we will confirm receipt electronically without delay. The travel contract is concluded with our acceptance of your registration and will be handed over to you with the travel confirmation as confirmation of the contract on a durable data medium (e.g. by e-mail, paper form: only in accordance with Art. 250 § 6 para. 1 p. 2 EGBGB).

c) By booking the travel services, the customer makes a binding offer to the organizer to conclude a travel contract. The travel contract becomes binding for the Organizer when the Organizer confirms the booking and the price of the trip to the customer in writing. Upon or immediately after the conclusion of the contract, the tour operator will hand out the travel confirmation to the customer.

d) The booking is made by the applicant also for all other participants listed in the application, for whose contractual obligations the applicant is responsible as for his own obligations, provided he has assumed a corresponding separate obligation by express and separate declaration.

e) If the travel confirmation differs from the customer's registration, the travel confirmation is a new contract application to which the organizer is bound for 10 days. The travel contract is then concluded if the customer declares acceptance to the organizer within this binding period.

2. Payments

2.1 After receipt of the written confirmation of the tour by Voyageur Bohème and handing over of the chattel paper according to § 651r Abs. 4 BGB (German Civil Code), a deposit of 20 % of the tour price is due. The remaining amount is due 4 weeks before departure.

2.2 For bookings made less than 4 weeks before departure, the entire travel price is due immediately upon receipt of the written travel confirmation and delivery of the security certificate. Regardless of this, the costs of travel insurance are due with the down payment.

2.3 Cancellation and rebooking fees as well as insurance premiums are due immediately. Furthermore, costs for airline tickets or ferry tickets, which must be issued immediately due to special tariffs, are due immediately.

3. Services

3.1 Scope of Services The scope of services contractually agreed between Voyageur Bohème and the Customer results from the individual offer and the information re-

ferring thereto in the travel confirmation. The information contained in the individual offer is binding for Voyageur Bohème after the conclusion of the contract.

3.2 Scope of Additional Services (Half and Full Board) If the Customer books a tour that is described with half or full board, the board begins with the first dinner in the destination country and ends with breakfast on the last day in the destination country. This only applies if no other information is given in the catalog.

3.3 In the case of vacation apartments/holiday homes, the customer must pay the ancillary rental costs, e.g. for electricity, gas, heating and final cleaning, separately and directly to the owner, unless otherwise stated in the service description.

3.4 Service providers (e.g. hotels, vacation home owners, airlines and ferry companies) and travel agencies are not authorized by Voyageur Bohème to give assurances or make agreements that go beyond or contradict the travel description or the travel confirmation from us or change the confirmed content of the travel contract.

4. Changes in prices and services

4.1 Voyageur Bohème may unilaterally increase the tour price, if the increase of the tour price results directly from a:

a) increase in the price for the transportation of persons due to higher costs for fuel or other energy sources,

b) increase in taxes and other charges for agreed travel services, such as tourist taxes, port or air port charges, or

c) changes in the exchange rates applicable to the package tour in question.

4.2 The price increase shall be calculated in each case from the difference between the cost factor (fuel costs, taxes and duties, exchange rate) determined by Voyageur Bohème at the time of the conclusion of the contract and the higher cost factor determined at the time of the declaration of the increase. If the cost factor is not person-related, the difference shall be allocated equally among the participants of the respective tour.

4.3 The Customer may demand a reduction or a partial refund of the tour price already paid if and insofar as the prices, charges or exchange rates mentioned in clause 4.1 have changed after the conclusion of the contract and before the start of the tour and this results in lower costs for Voyageur Bohème.

4.4 Unilateral price increases by Voyageur Bohème shall only be permissible until the 20th day before the start of the tour and received by the Customer and up to an amount of 8 percent of the tour price.

4.5 Voyageur Bohème may change other contractual conditions than the tour price if they become necessary after the conclusion of the contract and Voyageur Bohème

has not brought them about in bad faith. Such changes are only permitted insofar as they are not substantial and do not affect the overall nature of the tour or the Customer expressly agrees.

5. Re-booking

5.1 If Voyageur Bohème makes re-bookings at the request of the Customer after conclusion of the contract, Voyageur Bohème may charge a rebooking fee of €30.00.

5.2 Notwithstanding clause 5.1, the statutory provisions shall apply to a transfer of the contract.

6. Cancellation by the tour operator

6.1 Voyageur Bohème may withdraw from the travel contract for a package tour if the minimum number of participants is not reached at the latest 4 weeks before the start of the tour, if the minimum number of participants and the aforementioned period of notice have been stated in the contract.

6.2 Undue behavior

Voyageur Bohème shall be released from the performance of the contract if the Customer, in the context of a group tour, disturbs the performance of the tour in a sustained manner by improper conduct, notwithstanding a warning. In this case, the Client is obliged to compensate Voyageur Bohème for the damage, if he is at fault. Additional costs incurred (e.g. for an early

return trip, accommodation costs, meals, etc.) shall be borne by the Customer.

6.3 Impossibility of Performance Voyageur Bohème is entitled to cancel a tour due to "impossibility of performance" (e.g. adverse weather conditions, illness of a tour guide, government orders, strikes, war or war-like conditions, epidemics, natural disasters, etc.). The tour participants are entitled to a proportional reimbursement of the expenses not incurred by Voyageur Bohème; there are no further claims. Any additional costs incurred shall be borne by the tour participants.

6.4 Change of itinerary

Voyageur Bohème is also entitled to change the itinerary and the content of the tour, even to shorten it, if the circumstances require it. Reasons for this could be, for example, war or war-like conditions, strikes, natural disasters, adverse weather conditions, epidemics, but also flight delays or flight cancellations, unavailability of planned accommodation. In these cases, the customer is not entitled to reimbursement of costs for cancelled services according to the service description.

7. Cancellation fees, cancellation flat rate

7.1 In case of cancellation of all flights arranged by Voyageur Bohème, Voyageur Bohème may charge a handling fee of € 25.00 per person plus the cancellation fees charged by the airlines. Exceptions to this rule are flights at special low fares for which the tickets must be issued immediately.

These flights are non-refundable and therefore 100% cancellation charges will apply.

7.2 In case of cancellation of all ferry crossings arranged by Voyageur Bohème, Voyageur Bohème may charge a handling fee of 50,00 € per booking plus the cancellation fees charged by the ferry companies. Exceptions are ferry crossings at special rates whose tickets must be issued immediately. These ferry crossings are non-refundable and therefore 100% cancellation costs apply.

7.3 The customer can withdraw from the travel contract at any time before the start of the trip. The date of receipt of the cancellation notice by Voyageur Bohème shall be decisive. For reasons of evidence, it is recommended to declare the withdrawal in writing. If the customer withdraws, Voyageur Bohème loses the claim to the agreed tour price, but may demand reasonable compensation. For travel services with the exception of flights and ferry crossings, Voyageur Bohème may charge the following cancellation fees:

up to 30 days before departure: 25% of the tour price

from 29th - to 22nd day before departure: 50% of the tour price

from the 21st to the 8th day before departure: 80% of the tour price

from the 7th day before departure: 90% of the tour price

in case of no-show: 100% of the tour price

Cancellation conditions for ship voyages:
Up to the 30th day before departure: 35% of the tour price.
From 29th to 22nd day before departure 40% of the tour price
From the 21st to the 15th day before departure 60% of the tour price
From the 14th day before departure 80%.
From the 03rd day before departure until the day of departure or in case of no-show, cancellation and subsequent cancellation of the trip 95%.

Please also note that different cancellation conditions apply to individual offers/services. These are already marked separately in the context of the offer and travel confirmation. In the case of brokered trips, the terms and conditions of the respective tour operator or service provider (e.g. airline) shall apply.

7.4 In deviation from clauses 7.1 to 7.3, Voyageur Bohème may not claim compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the performance of the package tour or the transport of the Customer to the destination.

7.5 Insurance already charged and taken out as well as rebooking fees are not refundable and must be paid in full. Re-bookings, i.e. changes with regard to the travel date, the travel destination, the accommodation or the mode of transport, are generally only possible after withdrawal from the travel contract (cancellation) in accordance

with the aforementioned withdrawal conditions and with simultaneous new registration. The Customer shall have no legal claim to rebooking.

7.6 Voyageur Bohème reserves the right to charge a higher compensation in individual cases, according to the costs incurred by us and to be specifically quantified and proven to the Passenger.

7.7 In the event of a cancellation, the customer shall in any case be entitled to prove to Voyageur Bohème that no damage or a lower damage than the flat rate demanded by Voyageur Bohème has been incurred.

8. Warranty

8.1 If the travel service is not provided in accordance with the contract, the Customer may demand remedy. Irrespective of Voyageur Bohème's obligation to perform, the Customer shall be obliged to cooperate within the scope of the statutory provisions in the event of any disruptions in performance to keep damage to a minimum or to avoid it altogether. In particular, the Customer is obligated to immediately report complaints to the offices or persons indicated in the travel documents and to demand remedy. If there is no corresponding note in the travel documents, the complaint must be reported immediately and directly to Voyageur Bohème.

8.2 Agencies, also on site and their employees, as well as service providers and their employees are not authorized or empow-

ered to confirm travel defects or to acknowledge them on behalf of Voyageur Bohème.

9. Limitation of liability

The contractual liability of Voyageur Bohème for damages, which are not bodily injuries and which have not been culpably caused, is limited to three times the travel price. The aforementioned limitation of liability does not apply to claims that are given according to the Montreal Convention due to the loss of luggage.

10. Assignment of claims

The assignment of claims against Voyageur Bohème is excluded. This does not apply to accompanying family members.

11. Exceptional Circumstances and Force Majeure

11.1 Cancellation due to Force Majeure
If the tour is significantly impeded, endangered or impaired as a result of force majeure that was not foreseeable at the time of the conclusion of the contract, both Voyageur Bohème and the Customer may cancel the contract. If the contract is terminated, Voyageur Bohème's claim to payment of the tour price shall lapse. However, Voyageur Bohème may demand reasonable compensation for the travel services already rendered or still to be rendered for the termination of the tour.

11.2 Obligation to return

If a termination takes place due to force majeure, Voyageur Bohème shall be obliged to take the necessary measures. This includes in particular the return transportation of the Customer, if the contract provides for it. Voyageur Bohème and the Customer shall each bear half of the additional costs for the return transportation. Otherwise, the additional costs shall be borne by the Customer.

11.3 Obligation to Accommodate If Voyageur Bohème has a legal obligation to accommodate the Customer due to delays, the Customer shall be accommodated by Voyageur Bohème in a hotel that corresponds to the average for the country. If the customer requests accommodation in a higher priced hotel, he has to bear the additional costs compared to an average hotel.

12. Duty to cooperate

12.1 Duty to mitigate damages If service disruptions occur, the customer has a duty to cooperate within the framework of the legal provisions to avoid or minimize any damages, so-called duty to mitigate damages.

12.2 Duty to notify The customer is in particular obliged to immediately notify the local tour guide of any complaints. The tour guide is instructed to take remedial action if this is possible. If no tour guide is available, the notification is to be made to the respective service provider. It is requested

that, if possible, Voyageur Bohème also be notified at its place of business. Neither the tour guide nor the service provider are entitled to make statements regarding claims for damages.

C Special conditions for trips and individual travel modules arranged by Voyageur Bohème

1. Registration/confirmation of travel

a) These General Terms and Conditions of Brokerage apply to the **brokerage of package tours of other tour operators by Voyageur Bohème as travel agent** according to § 651v BGB (German Civil Code) They regulate the legal relationship between Voyageur Bohème and the Customer, for whom Voyageur Bohème acts on the basis of an agency agreement (§§ 675, 631 BGB). The content of the contract consists exclusively of the proper mediation of a package travel contract for a tour of a tour operator. Voyageur Bohème will inform the Customer according to Art. 250 §§ 1 to 3 EGBGB (Introductory Act to the German Civil Code), also by handing over the appropriate form of the tour operator for the package tour, and thus fulfills at the same time the obligations of the tour operator according to § 651d Abs. 1 S. 1 BGB.

The brokered package tour contract is concluded exclusively between the customer and the tour operator. Subject to § 651v para. 3 BGB (German Civil Code), the provision of the travel contract services is not the responsibility of Voyageur Bohème, but

of the tour operator of the tour named to the Customer. The Customer must therefore address all claims arising from the package travel contract to the tour operator whose general travel conditions apply to him. There may be separate conditions regarding payment, rebooking, cancellation or other details. Voyageur Bohème is authorized according to § 651v Abs. 4 BGB (German Civil Code) to receive notices of defects as well as other declarations of the Customer regarding the provision of the travel services and will immediately inform the tour operator of such declarations of the Customer, but is not authorized to verify or acknowledge claims of the Customer against the tour operator.

With his registration, the Customer offers Voyageur Bohème the binding conclusion of an agency contract on the basis of these General Agency Terms and Conditions. At the same time, the Client's registration constitutes an offer to conclude a package travel contract with the tour operator named in the advertisement. The registration is made by the applicant also for all participants listed in the registration, for whose contractual obligations the applicant is liable as for his own obligations, provided that he has assumed this obligation by express, separate declaration. The brokerage contract with Voyageur Bohème comes into effect with the acceptance of the Customer's registration by Voyageur Bohème, the brokered contract with the acceptance of the tour operator of the package tour as the contractual partner of the Customer, of which Voyageur Bohème

informs the Customer with the written travel confirmation. The travel confirmation shall be handed over to the Customer as confirmation of the conclusion of the contract on a durable data medium (e.g. as an attachment to an e-mail).

1.2 These General Terms and Conditions of Brokerage apply to the **brokerage of individual travel services**.

Insofar as Voyageur Bohème brokers additional tourist ancillary services of further service providers in addition to the brokered travel modules and these ancillary services of the further service provider do not constitute a significant share of the total value of this service combination and neither represent an essential feature of this service combination of the service provider or of Voyageur Bohème itself nor are advertised as such, Voyageur Bohème shall only have the position of an intermediary.

1.2.1 Voyageur Bohème has the position of an intermediary of connected travel services, as far as according to the legal regulations of § 651w BGB the prerequisites for an intermediation of connected travel services of Voyageur Bohème exist.

1.2.2 Notwithstanding the obligations of Voyageur Bohème as a provider of connected travel services (in particular handing over the legally required form and carrying out the customer money protection in case of a collection activity of Voyageur Bohème) and the legal consequences in

case of non-fulfilment of these legal obligations, Voyageur Bohème shall neither be a tour operator nor a contractual partner of the contract on the travel modules concluded in case of booking in case of the existence of the prerequisites according to 1.2 or 1.2.1. Accordingly, Voyageur Bohème shall not be liable for the information of the mediated contractual partner regarding prices and services, for the provision of services itself or compensation for damages resulting from these mediated services. Any liability of Voyageur Bohème arising from the brokerage contract and from statutory provisions, in particular according to mandatory provisions on telemedia and electronic commerce, shall remain unaffected.

1.2.3 Voyageur Bohème's position as an intermediary obligates Voyageur Bohème in particular:

- To refer to Voyageur Bohème's mediation position in the respective offer for the mediation of a service, indicating the provider and contractual partner in case of booking
- To indicate the price of the mediated service separately to the price of the package tour
- To provide the Customer with a booking confirmation corresponding to the above information, in which the price of the mediated service is indicated separately.
- The above provisions shall not affect Voyageur Bohème's liability under the agency agreement.

1.3 In case of purchase of an air ticket brokered by Voyageur Bohème, the air transportation contract shall be concluded ex-

clusively with the respective airline and its respective general terms and conditions shall apply.

2. Payment

2.1 The due dates for payment of the deposit and balance of the tour price required by the Tour Operator are set forth in the Tour Operator's General Terms and Conditions of Travel and Payment. Voyageur Bohème may demand deposits in accordance with the Tour Operator's terms of payment, provided that deposits in accordance with the Tour Operator's terms of payment are effective, Voyageur Bohème has been effectively authorized to collect and the required travel price insurance is in place. According to § 651v BGB (German Civil Code), Voyageur Bohème shall be deemed to be authorized by the tour operator to accept payments on the tour price if Voyageur Bohème provides the customer with a copy or confirmation of the contract in accordance with the requirements of Art. 250 § 6 EGBGB (Introductory Act to the German Civil Code) or if other circumstances attributable to the tour operator show that Voyageur Bohème has been entrusted by the tour operator to arrange package tour contracts for him. This shall not apply if the acceptance of payments by Voyageur Bohème is excluded in a highlighted form vis-à-vis the Customer.

2.2 Subject to any other provision in the General Terms and Conditions of Travel and Payment of the Tour Operator, a deposit of 20% shall be due and payable by the Cus-

customer upon receipt of the travel confirmation with the proof of security, which shall be credited to the remaining payment on the tour price. The customer takes from the travel confirmation the account to which he should pay deposit and balance on the travel price. Cancellation, processing and rebooking fees are due for payment immediately.

2.3 If the Customer does not make the due down payment or the remaining payment or does not make it on time despite a reminder and the setting of a reasonable deadline, Voyageur Bohème shall be entitled to withdraw from the contract, also on behalf of the Tour Operator, and to charge the Customer with withdrawal costs according to 5.2.

2. Content of the contract

The content of the brokered contract is based exclusively on the respective agreements with the service provider as the contractual partner of the travel participant. Insofar as the service provider uses general terms and conditions, the travel participant will be expressly informed of this when the booking is arranged; the terms and conditions will be handed over or sent upon request.

3. Liability of Voyageur Bohème as an intermediary

Subject to the provision of § 651v paragraph 3 BGB (German Civil Code), Voyageur Bohème assumes no liability for all mediated

services not for the contractual provision of services by the service providers, but only for the proper provision of the mediation of the trip or mediation of the individual travel services. Descriptions of mediated services of the service providers are based exclusively on their own information, which Voyageur Bohème merely communicates to the travel participants. In no case do such information/descriptions represent an own assurance of Voyageur Bohème towards the travel participant. This also applies to the prices and travel dates mentioned by the service provider.

However, Voyageur Bohème makes every effort to ensure that the information about services, prices and travel dates provided by the service providers is up-to-date, complete and correct. Should Voyageur Bohème violate this duty to inform in a grossly negligent or intentional manner, it shall be liable for the damages resulting from the misinformation. No liability shall be assumed for a merely slightly negligent breach of duty.

4. Withdrawal, notice of defects, termination, claims for damages and other declarations of intent

All declarations of intent of the tour participant that must be received (withdrawal, notice of defects, termination, claims for damages, etc.) are to be addressed by him to his respective contractual partner and are also only effective when they have been received by the latter. The submission to Voyageur Bohème has no legal effect in

this respect, since Voyageur Bohème is not authorized to deliver or represent a service provider.

5. Cancellation, re-booking

5.1 The rebooking of an arranged travel service can only be made by cancellation and subsequent conclusion of a new contract for a travel service, unless the rebooking takes place within the program of the same service provider and the latter has made separate arrangements for the rebooking. Cancellations and re-bookings are not part of the service of the agent. The agent can carry out the cancellation and rebooking for a fee of 150 EUR.

5.2 In the event of a cancellation, the valid cancellation conditions of third-party tour operators/service providers shall always apply in the event of the mediation of travel by third-party tour operators/service providers, to which we refer upon conclusion of the contract.

5.3 For flight package tours with scheduled or charter airlines, their special cancellation conditions apply. Irrespective of the respective applicable cancellation conditions, Voyageur Bohème shall charge a fee of at least EUR 150,- for a cancellation or for a rebooking to a substitute person.

Reiseveranstalter:

Tour operator:

Voyageur Bohème
owner Corinna Horn
Rilkestr. 15
72760 Reutlingen
Germany

E-Mail: corinna.horn@voyageurboheme.com

Web: <https://www.voyageurboheme.com>

VAT ID: DE343661982

The travel contract is governed by German law, see clause 6.2 of the General Terms and Conditions.

Main features of the service:

- Tour operator
- Travel agent
- Mediation of package tours

Travel agent and tour operator liability insurance:

Dialog Versicherung AG
Adenauerring 7
81737 München
Germany

Status: 01.07.2021