

# TERMS AND CONDITIONS

You have completed a travel contract with us. With it, you have received from us a complete travel service offer on special terms. At the same time, with the reservation is a travel order number given and should be appointed for each letter or inquiries.

## I. Prior to booking

When you book your vacation, you will receive a confirmation with an insurance certificate from our insurance broker with Address in Germany. By handing over the insurance certificate, a 30% of the price should be paid, but not exceeding € 1,000 per person. For air travel, a deposit of 50% will be charged. The remainder of the price will be payable four to six weeks prior to departure. The required insurance certificate embodied at the § 651k of the German Civil Code (BGB) states: "Upon the failure of service due to insolvency or bankruptcy of the tour operator, the insurance will cover the repayment of the price paid, as well as additional expenses necessary for the return journey of the passengers". Thus, the payments you made for the tour are hedged from the start.

## II. Completion of the contract

With your written travel registration by fax, e-mail, mail or through our website [www.eurolatino.eu](http://www.eurolatino.eu) you provide us the completion of the confirmed travel contract. We will inform you over the acceptance by sending you the confirmation / invoice. If you have booked through your travel agent, this occurs only as an intermediary.

Changes or additional agreements to the travel description as well as to the travel conditions require explicit agreements with **EUROLATINO**. They should be made in writing for evidentiary reasons. Travel agencies and our sales managers are not authorized to give assurances or make amendments or perform additional agreements.

Please notify us immediately if you do not have received from us your travel documents no later than 5 days prior to departure. In this case, we will send your travel documents immediately –provided your payment has been done- or in case of air travels, hand it at the departure airport previous proof of payment one day before the departure.

## III. Our Services

Our contract services are based on the binding terms of reference (brochure, catalogue, Internet), as well as travel documents, particularly the travel booking and tour confirmation.

Additional agreements, special agreements, agreed special needs of the traveller shall be included in the travel booking and especially in the travel confirmation.

The scope of the contractual services results from the service specifications and the information referring thereto in the travel confirmation. Should be necessary after the conclusion of the contract deviations of individual contracted travel services, you have the right to withdraw from the contract, while other rights are not affected. Any such withdrawal shall be made immediately and no later than within three days. Otherwise we are entitled to provide equal and reasonable compensation. When traveling with accommodation in apartments in most cases a deposit will be charged per apartment (approx. € 100, - to € 400, -), which is not included in our services. In addition to the reservation of apartments can come other local taxes, rental costs for bed linen and final cleaning. In most cases you pay for these extra costs directly to the landlord.

## IV Payment

Within one week of receipt of the confirmation / invoice will the agreed travel confirmation / invoice payment payable. The amount is 20% at Cruises, 15% (rounded to the nearest €) of the total price of the invoice, unless otherwise agreed upon prior to closing. With our air travel, a deposit of 50% will be charged.

The premium for the insurance is payable with the deposit. The balance is due 30 days prior to departure without further notification. If you have given your written consent to pay by direct debit or pay by credit card - if we offer this option - withdrawals would be made from your account at these times. If you choose the payment type "transfer", we charge a fee of € 5 - and await the receipt of money due on the agreed dates. In any case, you will get before any payment / withdrawal the security certificate or will be sent to you, which covers the tour price payments against bankruptcy pursuant to § 651 k of the BGB (valid only in Germany). The insurance certificate will be given to you with the travel confirmation / invoice. The obligation to hand over a security certificate does not exist if the trip does not last longer than 24 hours, does not include an overnight stay and the cruise price does not exceed € 100.00.

For bookings made less than 14 days prior to departure, the total price upon delivery of the security certificate is due immediately.

If the requirements of the due date of the price are met, there is no entitlement to the provision of travel services through **EUROLATINO** without payment in full. Resignation allowances, processing and transfer fees and insurance premiums are payable immediately.

If the payment of services from your debit or credit card account lack of sufficient funds on the due dates is not possible, we are entitled to charge thereby incurred additional costs of € 16.83 for direct debit. For credit card debit, the additional amount to be collected will be € 15, -.

If the agreed amount of deposit, even after notice of default or the cost of travel is not up to the arrival date fully paid to us, entitle us to cancel the travel contract and to calculate the damages in the amount of the corresponding withdrawal packages, provided it is not already lying at this point one resignation entitling travel shortage.

If we need to afford payments on the agreed dates and we urge you therefore, we are entitled to collect expenses allowance of € 12, -.

## V. Services, prices

Your journey begins and ends -depending on the length of your stay- in the travel confirmed departure and arrival dates. If you want a change, we strive to provide a replacement on account of available transportation.

If you do not make use of your paid services attributed to your reasons, we can only give you a partial refund if the service provider issues a credit, but not when it is totally irrelevant.

Unless expressly otherwise stated, prices are per person for accommodation in 2-bed rooms or in the booked cabin category or for accommodation at your booked holiday housing type.

Child discount: applicable to all discounts is the age at time of travel. Unless otherwise noted, we bring a child accompanied by a full paying guest travel in a double room, accompanied by two guests sharing a double room with extra bed in the apartment or room - suite. Not reduced: Additional costs arising from the transport table, such as Departure airport taxes, flight day tax, boarding surcharges and higher prices for your favourite hotel on the long-distance travel. Further details of discounts will be considered individually.

## VI. Service and price changes

Trip prices are calculated in months prior to publication. **EUROLATINO** has the right to increase the tour price, if unpredictable increase for **EUROLATINO** comes after the contract is completed on the following designated price components due to circumstances and re-emerge for which **EUROLATINO** is not responsible: Exchange rates for such a travel, transportation costs (particularly for oil price increases); charges for certain services, port and airport taxes, security charges in connection with air transportation, entry permits, residence and public admission fees. The price increase is only admissible if the period between the conclusion of the contract and

the start of the trip is a period of more than 3 months. Increase the existing transport costs on completion of the travel contract, especially fuel costs, we can increase the tour price in accordance with the following calculation:

a) With respect to the reserved seat we can require from you to pay the amount of increase.

b) In other cases, additional transportation costs required by the transportation enterprise, will be divided into the number of seats on the agreed means of transport. The resulting increased amount for retail space, can be demanded from you.

In case that by the completion of the travel contract charges such as port or airport taxes against us increase, will cost of travel to the appropriate proportionate amount be raised.

In the event of any adjustment of the price we will inform you immediately. Price increases from 20 days before departure are invalid. If the price increases of more than 5%, you are entitled, without extra charges to rescind the contract or to request participation in an equivalent hotel, if we are able to offer such a package without additional cost to you from our offer. You have to assert these rights immediately after the declaration of the price increase.

## VII Resignation, transfer, substitute *(we recommend a travel cancellation insurance, we can advise you).*

You can withdraw at any time prior to the start of the trip. The cancellation must be declared by stating your travel order number. In your own interest and to avoid misunderstandings, we strongly recommend that you declare the resignation in writing. Decisive for the cancellation is the receipt of the cancellation notice by **EUROLATINO**.

If you cancel the travel contract or if the trip does not succeed (for example due to missed connections), we can demand appropriate compensation for the travel arrangements and expenses incurred. In calculating the compensation we will consider by us saved common expenses and possible common uses of travel services. The right to resignation depends on the time of the decision and in the following masses:

**For bookings from our offer, bus tours, car tours, Fly and Drive deals, cruises, villas & apartments, excursions, city tours, tickets, transfers and other travel components:**

to 30 days prior to departure	NO Cancellation charges
from Day 29 to 22 before departure	30%
from Day 21 to 15 before departure	40%
from Day 14 to 7 before departure	65%
from Day 06 to 03 up prior to departure	70%
from Day 02 to 01 before departure	90%
on the day of departure or no show	100%

## By apartments, per apartment

to 45 days prior to arrival	20%
between 44 and to 35 days prior to arrival:	50%
between 34 and to 14 days prior to arrival:	80%
from 13 days prior to arrival and no show	100%

## Car and motorbikes

to 1 Day prior to departure / arrival each car rental voucher EURO 30, -

A refund for early return of the car is not possible. Provided that by offers and special services different cancellation and rebooking conditions are known, these take precedence.

By only flights on scheduled services, if the flight is not part of a package or a combined travel and the cancellation fee is calculated according to the applicable travel regulations, 80% will be considered. Should come another person as replacement for a registered participant, we have the right to require additional costs incurred to substitute the participation of the other person. Participant and substitute are jointly and liable for the travel price. We may object the change in the person of the travel guest when the specific requirements in respect of the journey is not enough, or contrary to legal regulations or administrative orders.

On scheduled flights, transfers and flights as well as name changes are possible just as new bookings and only to space availability (and possibly a return flight ticket already issued).

If two or more people share a ship's cabin or a double- or multiple-bed rooms are booked and does not substitute to replace a retiring participant, we are entitled to demand the full price or, if possible, to accommodate the remaining participant otherwise. For charter flights and scheduled flights, train rides, holiday and all trips that we do not organize ourselves are subject to the terms of the operators who will be brought to the notice upon request.

#### **VIII. Travel Insurance**

A trip cancellation insurance is not included in the price. We strongly recommend such insurance and travel insurance with medical emergency assistance and baggage insurance, which should be completed when booking travel. For your safety we recommend the complete total or base protection. By request we will inform you in detail about it. If you are traveling with one of our groups a cancellation and trip interruption insurance is automatically included (reimbursement of cancellation charges for cancellations prior to travel or reimbursement of costs of the outward delayed at departure). This provides you with insurance coverage, if you cannot start or you cannot show up on time to a booked trip due to reasons mentioned below. If the journey is abandoned for an insured reason, interrupted or must be extended, refund our insurance-partner besides the additional return travel costs, the portion of the hire price for unused travel services or the additional costs of extending the stay. Since it is a low cost of this insurance collective agreement for all visitors, the refund of premiums in the individual case is not possible.

Insured reasons include unexpected serious illness, serious accidental injury or death, serious injury to property caused by fire, natural disaster or burglary, and operation-related unemployment and reemployment after unemployment of the insured or a traveling family member.

In all cases, when you have contracted with us a trip cancellation insurance, you will receive confirmation of an insurance card, which will inform you about the details and the detailed conditions of insurance.

#### **IX. Warranty**

Are the travel services according to contract, the traveller may demand relief, if it does not require a disproportionate effort. The remedy is the removal of travel defect, or an equal or greater compensation. We are entitled to do it by providing an equal or greater compensation remedy. We can refuse the remedy, however, if they require a disproportionate effort. Is the trip deficient and the tour operator does not aid travellers within a reasonable time, the traveller can also provide relief by itself and demand reimbursement of necessary expenses. A deadline is not required if the tour operator refuses to remedy or justify a particular interest of the immediate self-help.

After the end of travel, you can apply for a reduction of the price in circumstances where travel services are not provided under the contract conditions and you have left a local non-culpable demand. If a tour is impaired due to a defect and we do not perform within a reasonable time any help or is it not necessary to establish a deadline, because a remedy is impossible or denied or the termination of the contract by a special interest on your part is warranted, you may, in their own interests and preferably in writing, to end the travel contract in accordance with statutory provisions. In any disruptions to services, you are obliged to do under the statutory provisions, to be a remedy to the problem and minimize any resulting damage.

If your luggage is lost or damaged during air travel, be sure to obtain a damage report (PIR) refund on the spot with the airline, which carried out the transport. Under the conditions of carriage of airlines is the damage indicator usually a prerequisite for the enforcement of your claims. In other cases, our tour guide has to be informed. For any loss or damage of valuables or money in checked luggage, we assume no liability.

Our tour guides and local representatives of **EUROLATINO** are entitled during the journey to receive notifications of defects and demand for redress and remedy, if this is possible or necessary. You are not

authorized and empowered to accept claims for loss or damages with effect against **EUROLATINO**.

#### **X. Travel in our groups**

Your personal travel literature. In order to cheer you up, **EUROLATINO** will provide you Travel literature - so you can have a picture of the holiday even before your vacation. By mail you will receive your personal travel literature free of charge. Unfortunately it is not possible to buy yourself a guide and set off the appropriate amount with us.

Carefully selected hotels. You always stay in carefully selected hotels. All rooms have bath or shower and toilet. The above categories correspond to the official hotel classification of the respective countries.

Fair on the bus. In order to distribute the sits on the buses as equitably as possible, we have thought of a rotation system where the seats are distributed among our tour guide on the first day. From the second day will then change row way from front to back. Those who do not participate in this system, can choose a permanent place in the back of the bus. Smoking is not allowed on our buses.

For group travel a list of participants - sorted alphabetically by name, first name and, if known, city- will be created, received by each fellow passengers before departure. If the recording is not desired in this list, this can be explained to **EUROLATINO** separately. Further, guidance is given specifically to the right of the traveller in accordance with § 28 of the Federal Data Protection Act. A short message to the end of the terms and conditions specified address is sufficient for such explanations.

#### **XI. Cancellation of the tour operator failure to achieve the minimum number of participants**

We want to offer you a travel at reasonable prices. This only works if traveling in a group a certain number of prospective participants and the minimum number of participants is reached. It may happen that we have to cancel a tour group, at least three weeks prior to departure. But in order not to cancel your holiday, we offer you in this case a new appointment or some other destination.

With each trip, the maximum number of participants is given, generally 25. If the minimum number of participants, usually 15 people is not reached, may **EUROLATINO** cancel the trip up to 21 days before departure. Payments will be refunded immediately. On the rights of the participant we refer under § 651, paragraph 4, sentence 3 BGB (substitute travel).

#### **XII. Liability, Prescriptions**

For service problems, personal injury and property damage in connection with services that we can offer only as intermediaries (such as sports events, tours, car rental, etc.) and for services that in the description and confirmation of the travel are identified as intermediary services, we do not include a tourist guide in such special events.

Our liability for damages arising from the travel contract, other than physical damage is limited to the amount of three times the tour price, first, if the damage to the guest was not caused intentionally or through gross negligence, or second, because we are responsible for expenses of the travellers solely because as a service provider.

Our liability is excluded or limited due to international agreements or the statutory regulations upon the bases of such measures that should be applied to the services of a service provider.

All eligible contractual claims based on improper performance of the journey must be made within one month after the agreed end of the trip as possible in writing to **EUROLATINO**.

Contractual obligations of the traveller (derived from civil responsibility, provided that there is no body damage, nor to health or freedom and where the injury was not intentional) are limited to one year, beginning with the date of the end of the journey under the contract. Moreover, rule the statutory provisions.

#### **XIII. Passport, visa and health regulations**

Please note all information on passport, visa and health regulations of your destination country, because you are responsible for compliance with those provisions. All

the disadvantages that arise from the non-compliance, will go at your expense, unless we do not have informed you or misinformed. This information applies to the citizens of the Federal Republic of Germany, who are in possession of a passport or identity card from Germany. For other nationalities, you need to consider other provisions. Please get in contact with the corresponding consulate.

We are not responsible for the timely issuance and receipt of necessary visas by the respective diplomatic representation if you have entrusted us with the procurement, unless the delay is caused by us.

For North America, you need at the moment of entry a passport that is valid at least six months beyond the end of the trip. From 12.01.2009 is required for the entry a request for an ESTA authorization (Electronic System for Travel Authorization).

About your health, we recommend to inform yourself on time about infections and vaccinations and other preventive measures and seek medical advice if necessary, to thrombosis and other health risks. You can get general information, particularly from health authorities in travel medicine, physicians experienced in tropical medicine or travel medical information services or the Federal Centre for Health Education. Technical facilities abroad do not always correspond to the German standard. Please note, therefore, to get necessarily employ information.

#### **XIV. Emergencies on the road**

With the travel documents, you will receive a card with the emergency telephones from **EUROLATINO** or our partners which will be round-the-clock at your disposal, if due to unforeseen circumstances, especially at arrival and departure occur and can require immediate assistance.

#### **XV. Information requirements over the identity of the operating air carrier**

**EUROLATINO** works exclusively with reputable airlines - so you can fly with high security. The EU regulation on informing passengers about the identity of the operating air carrier (EU 2111/05) obliges us to inform you about the identity of the operating carrier (s) of all within the framework of the booked travel services providing air transportation services at the time of booking.

If at the time of booking is not established the identity of the airline operating the flight, we will name the airline or airlines which will probably make the flight. Once we know which airline will operate the flight, we will inform you opportunely.

#### **XVI. Other**

1° Rule in a complementary manner those additional statutory provisions, in particular the travel contractual provisions of the Civil Code (BGB), § 651 et seq (where **EUROLATINO** is acting as a tour operator and will be applicable for the contract, the German law).

2° Bus trips that begin in the Federal Republic of Germany, will be performed in virtue to the Law about the transport of persons (PBefG) from a bus company hired by **EUROLATINO**. The liability of **EUROLATINO** as a tour operator will not be here affected).

#### **XVII. Privacy and General Provisions**

The collection and processing of personal data will be carried out in accordance with German data protection laws. Only needed personal information will be collected and forwarded to our partners that are necessary for processing your travel. These and our employees are sworn to secrecy to keep data secret. Obvious printing and calculation errors entitle us to challenge the travel contract.

#### **EUROLATINO Tour operators**

Zur Laube

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