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Travel terms

Dear customer, dear customer,
the travel conditions of KM individual GmbH, hereinafter referred to as "KM individual", supplement and complete the statutory provisions of §§ 651 a - y BGB and Art. 250 and 252 EGBGB (Introductory Act to the BGB).

1. Mediation of external services

Insofar as KM individual expressly procures external services, KM individual is only responsible for the proper procurement of the external services (e.g. procured excursions, rental cars, hotels and flights, etc.) and not for the proper execution of the procured external services. The contract for the booked external service is concluded exclusively between you and the mediated contractual partner. In this respect, the relevant statutory provisions and the conditions of the respective contractual partner shall apply. KM individual shall not be liable for service disruptions, personal injury or damage to property in connection with travel services which are merely arranged as third-party services (e.g. excursions and sports events, theatre visits, exhibitions and transport services to and from the advertised destination).

2. Data protection / executive air carrier

a) The personal data that you make available to KM individual will be electronically processed and used to the extent necessary for the execution of the contract.
In addition, KM individual may inform you by e-mail about current comparable travel offers in the future. If you do not wish to receive such information, you may object to its use at any time. Alternatively, you can object to the receipt of information at the time of booking. You can find further information on how to handle your data in KM individual's data protection declaration at:
www.sinclairsafrica.de/datenschutz
b) KM individual is obliged under Regulation (EC) No 2111/2015 of 14.12.2015 to inform you of the identity of the operating air carrier at the time of booking. If an operating air carrier has not yet been determined at the time of booking, you must first be informed of the identity of the likely operating air carrier. As soon as the identity is finally established, you will be informed accordingly. The same applies in the event of a change in the operating carrier.

3. Booking the trip / conclusion of contract

a) With your travel registration, you offer KM individual the binding conclusion of the travel contract. This offer is based on the travel advertisement and the supplementary information provided by KM individual for the respective trip. The travel contract comes off with the entrance of the declaration of acceptance of KM individual.
b) You have to be responsible for all contractual obligations of travelers for whom you make the booking, as for their own, as far as you have taken over this obligation by express and separate declaration.
c) At or immediately after conclusion of the contract you will receive a travel confirmation containing all essential information about the travel services you have booked. If the content of the travel confirmation differs from the content of your travel booking, KM individual is bound to the new offer for 10 days. The travel contract shall only be concluded on the basis of this new offer if KM individual has pointed out the change and fulfilled its pre-contractual information obligations and you declare acceptance by means of an express declaration or payment to KM individual within the binding period.
d) In principle, travel documents will only be handed over after full payment of the travel price.
e) Cancellation compensation, processing, rebooking and cancellation fees as well as insurance premiums are due immediately. KM individual recommends taking out travel cancellation insurance.

4. Change in benefits

a) Deviations of essential travel services from the agreed content of the travel contract, which become necessary after conclusion of the contract and before commencement of the journey and which were not caused by KM individual in breach of good faith, are permitted insofar as the deviation is not substantial and does not impair the overall layout of the booked trip.
b) KM individual must inform you clearly, comprehensibly and immediately of the change in travel services, the reasons for this and the effects of this change on the travel price. A change is only effective if it meets these requirements and is declared before the start of the trip.
c) If the change is substantial, KM individual may offer you a corresponding change to the travel services and demand that you accept the offer to change the travel service within a reasonable period of time determined by KM individual. KM individual may also offer you the option of participating in another trip (substitute trip).
If you do not wish to accept the offer to change the travel service, you can withdraw from the contract without additional payment of compensation. After the expiry of the period specified by KM individual, the offer shall be deemed to have been accepted.
d) In the case of concert, opera, theatre, musical or similar events, KM individual reserves the right to make changes to the programme or cast (in particular to the conductor or soloist). Tickets must be paid for in full - even in the event of cancellation of the trip - insofar as they cannot be resold by KM individual. The cancellation conditions of the respective provider apply.

5. Reservation of price changes

a) KM individual is entitled to unilaterally increase the travel price if the following price components increase or change after conclusion of the contract: Increase in the price for the carriage of passengers due to higher costs for fuel or other energy sources; increase in taxes or other charges for agreed travel services, such as tourist taxes, port or airport charges; change in the exchange rates applicable to the relevant trip. KM individual must inform you clearly and comprehensibly of the increase in the tour price and its reasons and, at the same time, of the calculation of the price increase. An increase in the tour price is only effective if it meets these requirements and KM individual informs you of the price increase no later than 20 days before the start of the tour.
b) The tour price may only be increased by the amount corresponding to the sum of all increases in the amount of the price components for the booked tour specified in Clause 5 lit. a after conclusion of the contract.
Insofar as relevant price increases affect a tour group in its entirety, they shall first be distributed among the individual tour participants. Depending on which calculation is more favourable for you, the originally calculated average number of participants or the specifically expected number of participants will be used as a basis.
c) You may demand a reduction in the tour price if and to the extent that the prices, charges or exchange rates stated in Clause 5 a have changed after conclusion of the contract and before commencement of the tour and this leads to lower costs for you. If you have paid more than the amount owed hereafter, the additional amount shall be reimbursed by KM individual. However, KM individual may deduct the actual administrative expenses incurred from the additional amount to be reimbursed.
d) If the travel price increases by more than 8%, KM individual cannot unilaterally increase the price.
However, KM individual may offer you a corresponding price increase and demand that you accept the offer for the price increase within a reasonable period of time determined by KM individual.
If you do not wish to accept the offer to increase the price, you may withdraw from the contract without paying any additional compensation. After expiry of the period specified by KM individual, the offer to increase the price shall be deemed accepted.

6. Payment of the travel price / down payment

a) KM individual may only demand or accept payments on the tour price before the end of the tour if an effective customer money hedging contract exists and the security note with the name and contact details of the insurer has been handed over to you in a clear, understandable and highlighted manner.
b) After conclusion of the contract, a down payment of 20% of the tour price shall be due upon delivery of the security certificate. In the case of group tours, a down payment of 25% of the tour price is due for payment.
c) The remaining payment is due 40 days before the start of the tour. In the case of short-term bookings (from the 40th day before the start of the trip), the entire travel price is due immediately.
d) If you do not make the down payment and/or the balance payment in accordance with the agreed payment due dates, although KM individual is prepared and able to provide the contractual services in accordance with the regulations, KM individual is entitled to withdraw from the travel contract after prior reminder with setting of a deadline and to charge you with cancellation costs in accordance with item 8 letter d.

7 Withdrawal by KM individual before commencement of travel

KM individual may withdraw from the travel contract prior to commencement of travel in the following cases:

a) If a minimum number of participants is stipulated in the travel contract, KM individual may withdraw from the travel contract up to 29 days before the start of the trip if fewer persons than the minimum number of participants stipulated in the travel contract have registered for the trip. KM individual is obliged to inform you immediately after the occurrence of the prerequisite for the non-execution of the trip and to provide you with the declaration of withdrawal.
b) KM individual may withdraw from the travel contract if it is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, KM individual must declare the withdrawal immediately after becoming aware of the reason for the withdrawal.
c) KM individual may withdraw from the travel contract or terminate the contract after commencement of the trip without notice if you permanently disrupt the performance of the trip or if you behave in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified. If KM individual terminates the contract, KM individual shall retain the right to the travel price; however, KM individual must offset the value of the saved expenses as well as those benefits which it obtains from any other use of the services not used.

8 Cancellation by the customer before commencement of travel

a) You can withdraw from the travel contract at any time before the start of the journey. Cancellation must be made in writing to KM individual.
b) If you withdraw from the travel contract before commencement of travel or do not commence the journey, KM individual shall lose its claim to the travel price. However, KM individual may demand reasonable compensation if the cancellation is not its fault or if no extraordinary circumstances occur at or in the immediate vicinity of the place of destination which significantly impair the performance of the trip or the carriage of persons to the place of destination. Circumstances are unavoidable and extraordinary if they are not under the control of KM individual and their consequences could not have been avoided even if all reasonable precautions had been taken.
c) The cancellation fees are lump sum in Clause 8 lit. d.). They shall be calculated on the basis of the tour price less the value of the expenses saved by KM individual and less what KM individual acquires through other use of the travel services. Furthermore, the lump sums take into account the period between the declaration of withdrawal and the start of the trip. KM individual shall justify the amount of compensation at your request.

In any case, you are entitled to prove that the compensation due to KM individual is considerably lower than the lump-sum compensation demanded by KM individual.

The date on which KM individual receives the notice of withdrawal shall be decisive for the calculation of all time limits.

d) The following lump-sum compensation shall apply:

up to the 31st day before departure	15%
until the 23rd day before departure	35%
until the 15th day before departure	45%
up to the 8th day before departure	50%
up to the 4th day before departure	65%
from the 4th day before departure	
until the day of departure	80%
on the day of departure or non-arrival of the travel price.	95%

- e) For group travel, the compensation packages set out in the offer shall apply.
- f) KM individual reserves the right to demand a higher, individually calculated compensation instead of the compensation lump sums if KM individual proves that it has incurred significantly higher expenses than the respective compensation lump sums. In this case, KM individual shall be obliged to specifically quantify and justify the demanded compensation, taking into account the expenses saved and less what it acquires through other use of the travel service.
- g) If KM individual is obliged to reimburse part or all of the tour price as a result of a withdrawal, KM individual must make payment immediately, but in any case within 14 days of receipt of the declaration of withdrawal.

9. Change in the person of the traveller

Within a reasonable period before the start of the journey, you may declare on a durable data carrier that a third party is entering into your rights and obligations under the travel contract. The declaration is in any case timely if it reaches KM individual no later than 7 days before the start of the trip.

KM individual may object to the entry of the third party if the third party does not fulfil contractual travel requirements or if statutory regulations or official orders conflict with the third party's participation in the trip.

You and the substitute person are jointly and severally liable for the tour price and the additional costs incurred by the third party.

10. insurances

a) insolvency insurance:

KM individual may only demand or accept payments on the tour price before the end of the tour if an effective customer money protection agreement exists. KM individual has taken out insolvency insurance with R + V Allgemeine Versicherung AG to cover the customer's monies, which will reimburse you for the travel price paid and any necessary expenses for the return journey if the travel services are cancelled as a result of KM individual's inability to pay or insolvency. You will receive the insurance certificate at the latest on the first down payment of the travel price.

b) Travel insurance:

KM individual recommends that you take out a comprehensive travel insurance package, in particular travel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness, as well as foreign health and luggage insurance.

11. liability of the tour operator

KM individual is liable within the scope of the duty of care of a prudent businessman for the conscientious preparation of the trip, the careful selection and supervision of the service providers and the proper provision of the contractually agreed travel services. However, KM individual shall not be liable for information in local, hotel or other brochures not issued by KM individual which have been made available by you or KM individual. KM individual shall not be liable for changes in flight times, delays or cancellations on the part of the carrier.

12. limitations of liability

KM individual's liability for damage that is not bodily injury and was not caused culpably is limited to three times the tour price.

a) Limitation of liability in tort:

For all claims for damages against KM individual arising from tort, which are not based on intent or gross negligence, liability for property damage is limited to three times the tour price. These maximum liability sums apply per customer and trip. Possible further claims according to the Montreal Convention or the Air Traffic Act remain unaffected by the limitation.

You are responsible for your participation in sports and other holiday activities. KM individual shall only be liable for accidents occurring during sporting events and other holiday activities if it is at fault. KM individual recommends that you take out accident insurance.

KM individual shall not be liable for the timely issue and access of necessary visas by the respective diplomatic representation, even if you have commissioned KM individual to procure them, unless KM individual is responsible for the delay.

b) A claim for damages against KM individual is limited or excluded to the extent that a claim for damages against the service provider can only be asserted under certain conditions or restrictions or is excluded under certain conditions due to international conventions or statutory provisions based on such conventions and applicable to the services to be provided by a service provider.

13. remedy, reduction, termination, damages

a) If the trip is not or not free from travel defects, you can demand individual remedy from KM.

This requires - without prejudice to KM individual's obligation to perform - your cooperation. You are obliged to do everything reasonable for you to contribute to remedying the disruption and to keep any damage as low as possible. In particu-

lar, you are obliged to report your complaint immediately to the responsible partner office on site and to KM individual. You will find the contact details in your travel documents.

Insofar as KM individual was unable to remedy the situation as a result of a culpable omission of the notification of defects, you shall not be entitled to any reduction claims or claims for damages.

KM individual may refuse the remedy if it is impossible or is associated with disproportionate costs taking into account the extent of the deficiency and the value of the relevant travel service.

The remedy shall be the elimination of the travel defect or a reasonable and reasonable replacement.

If KM individual does not provide the necessary remedy within a reasonable period specified by you, you may remedy the situation yourself and demand reimbursement of the necessary expenses.

b) For the duration of the travel lack you can reduce the travel price. This claim does not apply if you culpably omit to report the deficiency immediately (i.e. without culpable delay).

c) If a trip is significantly impaired by a lack of travel and KM individual does not remedy the situation within a reasonable period, you may terminate the contract. The determination of a time limit for the remedy may only be waived if remedy is refused by KM individual or if immediate remedy is necessary.

If the contract is terminated, KM individual shall retain the right to claim the agreed tour price with regard to the services rendered and services to be rendered at the end of the tour.

In your own interest and for reasons of preserving evidence, the written form is recommended for termination.

d) If you accept individual travel services for which KM individual was willing and able to provide the contractual performance and which KM individual was not able to claim for reasons attributable to you, you shall not be entitled to pro rata reimbursement of the travel price.

e) In the event of a tour deficiency, you may claim damages irrespective of the reduction in the tour price or the termination, unless the tour deficiency is your fault, is the fault of a third party who is neither a service provider nor otherwise involved in the provision of the travel services covered by the travel contract and was not foreseeable or avoidable for KM individual or was caused by unavoidable, extraordinary circumstances. You may also demand reasonable compensation in cash for wasted vacation time if the trip is thwarted or significantly impaired.

14 Passport, Visa and Health Regulations

KM individual teaches EU citizens general passport and visa requirements as well as health formalities at the time of booking. Citizens of other countries can obtain information from the relevant consulate.

It is expressly pointed out that the possibility of a subsequent change of these regulations exists at any time. You are advised to follow the news media yourself in order to be able to adapt to possible changes at an early stage.

You are responsible for compliance with all important regulations for the execution of the trip. All disadvantages resulting from non-compliance with these regulations shall be borne by you, except if they are individually caused by culpable incorrect or misinformation on the part of KM.

15. Statute of limitations

a) Your claims due to deficiencies in travel are subject to a limitation period of two years. The limitation period begins on the day on which the trip should end according to the contract.

b) For all other claims, the statutory limitation period of three years pursuant to §§ 195, 199 BGB (German Civil Code) shall apply.

16 Validity of the information in the invitation to tender

All information and references in the travel tenders concerning travel services, programmes, dates, departure times, prices and travel conditions correspond to the enquiries obtained by KM individual prior to publication of the travel tenders. KM individual reserves the right to make changes to the travel services and prices at any time until the travel confirmation has been issued.

17. Place of jurisdiction

German law shall apply between the parties to the contractual relationship. Place of performance and jurisdiction is Cologne. The domicile of the traveler shall be decisive for actions brought by KM individual, unless the travel contract partner is a businessman or a legal entity under public law. If the action is directed against persons who have moved their domicile or general place of jurisdiction abroad after conclusion of the contract and/or whose place of residence is unknown at the time the action is filed, Cologne shall be the place of jurisdiction.

18 Invalidity of individual provisions

The invalidity of individual provisions of the travel contract shall not affect the validity of the entire travel contract. The same applies to the present travel conditions. Instead of the ineffective provision, a statutory provision shall be deemed to have been agreed from the time of the ineffectiveness, namely the statutory provision which comes closest in meaning to the purpose pursued with the ineffective provision.

Tour Operator:

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