

## **General Terms and Conditions of Travel Barone Tours GmbH**

### **1 Conclusion of the travel contract**

- 1.1. With the tour registration, the customer offers Barone Tours the binding conclusion of the tour contract.
- 1.2. Travel agents and service providers are not authorised by Barone Tours to make agreements, provide information or make assurances that change the agreed content of the travel contract, go beyond the contractually promised services of Barone Tours or contradict the tour description.
- 1.3. Tenders not published by Barone Tours are not binding on Barone Tours and its obligation to perform, unless they have been made the subject of the tour description or the content of Barone Tours' obligation to perform by express agreement with the customer.
- 1.4. The booking can be made verbally, in writing, by telephone, by fax or electronically (e-mail, internet).
- 1.5. The customer shall be liable for all contractual obligations of fellow travellers for whom he makes the booking as for his own, provided that he has assumed this obligation by express and separate declaration.
- 1.6. The contract is concluded upon receipt by the customer of the confirmation from Barone Tours. It does not require any particular form.
- 1.7. Supplementary conditions for sailing cruises and the respective sailing area are summarised in Annex 1.

### **2 Payment**

- 2.1. After receipt of the booking confirmation and after handing over a security certificate according to § 651k BGB (German Civil Code), a deposit of 30% of the tour price is due for payment. The balance is due four weeks before the start of the tour.
- 2.2. The above (2.1) payment conditions do not apply to separately booked flights. In this case, the conditions of the respective airline apply, which are documented at the time of reservation.
- 2.3. If the customer fails to make the deposit and/or the final payment in accordance with the agreed payment due dates, although Barone Tours is willing and able to duly provide the contractual services and no legal or contractual right of retention exists on the part of the customer, Barone Tours shall be entitled to withdraw from the travel contract after issuing a reminder with a deadline and to charge the customer with withdrawal costs in accordance with clause 5.

### **3 Changes in performance**

- 3.1. Changes to essential travel services from the agreed content of the travel contract that become necessary after conclusion of the contract and were not brought about by Barone Tours contrary to good faith are only permitted insofar as the changes are not significant and do not affect the overall nature of the tour.
- 3.2. Barone Tours is obliged to inform the customer of any significant changes to services immediately after becoming aware of the reason for the change.

### **4 Price increase**

- 4.1. Barone Tours reserves the right to change the price agreed in the travel contract in the event of an increase in transport costs or charges for certain services such as port or airport taxes or a change in the exchange rates applicable to the tour in question in accordance with the following provisions:
- 4.2. An increase in the tour price is only permissible if there are more than 4 months between the conclusion of the contract and the agreed date of travel and the circumstances leading to the increase had not yet occurred before the conclusion of the contract and were not foreseeable for Barone Tours at the time of the conclusion of the contract.
- 4.3. In the event of a subsequent change in the tour price, Barone Tours shall inform the customer immediately after becoming aware of the reason for the change. Price increases are only permissible up to the 21st day before the start of the tour and received by the customer. In the event of price increases of more than 5%, the customer shall be entitled to withdraw from the travel contract without incurring any fees.

### **5 Cancellation by the customer before the start of the trip/cancellation costs**

- 5.1. The customer may withdraw from the tour at any time before the start of the tour. The withdrawal must be declared to Barone Tours at the address given below. If the tour was booked through an agency, the withdrawal can also be declared to this agency.

5.2. Barone Tours has usually taken into account saved expenses and possible other uses of the travel services when calculating the cancellation fee. The cancellation fee shall be calculated according to the date of receipt of the customer's cancellation notice as follows:

a) Air package tours with scheduled or charter flight; other tours not covered by the following subsections b) and c):

- up to the 90th day prior departure 30%.
- from the 89th day prior departure 50 %
- from the 60th day prior departure 65 %.
- from the 30th day prior departure 75 %
- from the 14th day prior to departure 90%.
- from the 3rd day prior departure until the day of departure or in case of no-show 100% of the tour price;
- If Barone Tours books flights at special conditions at the customer's request, the conditions of the respective airline apply, which are documented at the time of booking.

b) Hotels, holiday flats and houses, flats

- up to 46. day prior departure 20%
- from the 45th day prior departure 50%
- from the 35th day prior departure 80 %.
- from the 2nd day prior departure until the day of departure or in the event of non-commencement of the journey 90 % of the tour price

c) Cruises/ Sailing Cruises

- up to the 90th day prior departure 30 %
- from the 89th day prior departure 50 %
- from the 60th day prior departure 65 %
- from the 30th day prior departure 75 %
- from the 14th day prior departure 90 %
- from the 3rd day prior departure or in case of no-show 100 % of the tour price

5.3. In any case, the customer shall be at liberty to prove to Barone Tours that it has suffered no damage at all or significantly less damage than the flat rate demanded by Barone Tours.

5.4. The legal right of the customer to provide a substitute participant in accordance with § 651 b BGB remains unaffected by the above conditions.

## **6 Rebooking and adjustments**

After conclusion of the contract, the customer has no claim to changes regarding the travel date, the travel destination, the place of departure, the accommodation or the mode of transport. Changes will be treated as a cancellation, as formulated under point 5, and a new booking, if applicable.

## **7 Service not used**

If the customer does not make use of individual travel services duly offered to him/her for reasons attributable to him/her (e.g. due to early return or other compelling reasons), he/she shall not be entitled to a pro rata refund of the tour price. Barone Tours shall endeavour to obtain reimbursement of the expenses saved by the service providers. This obligation does not apply if the services are completely insignificant or if a refund is opposed by legal or official regulations.

## **8 Termination for reasons of conduct**

8.1. Barone Tours may terminate the travel contract without notice if the customer persistently disturbs the tour despite a warning from Barone Tours or if he/she behaves in breach of contract to such an extent that the immediate cancellation of the contract is justified.

8.2. If Barone Tours cancels the contract, it shall retain its claim to the tour price; however, it must take into account the value of the saved expenses as well as the benefits it gains from using the unused service in another way, including the amounts credited to it by the service providers.

## **9 Obligations of the client**

9.1. The obligation to notify defects arising from § 651 d para. 2 BGB (German Civil Code) is specified as follows for tours with Barone Tours:

The traveller is obliged to immediately notify the local representative of Barone Tours of any deficiencies and to demand remedy. The traveller will be informed about the person, the availability and the communication data of the Barone Tours representative at the latest when the travel documents are sent.

9.2. Agencies and employees of service providers are not authorised and are not authorised by Barone Tours to confirm defects or to recognise claims against Barone Tours.

## **10 Limitation of liability**

10.1. The contractual liability of Barone Tours for damages not resulting from injury to life, body or health is limited to three times the tour price,

- a) insofar as damage to the customer is caused neither intentionally nor by gross negligence, or
- b) insofar as Barone Tours is solely responsible for damage incurred by the customer due to the fault of a service provider.

Possible further claims under the Montreal Convention or the Air Transport Act remain unaffected by this limitation of liability.

10.2. Barone Tours shall not be liable for disruptions to services, personal injury and damage to property in connection with services that are merely arranged as third-party services (e.g. excursions, sporting events, transport services to and from the advertised place of departure and destination) if these services are expressly identified as third-party services in the tour description and booking confirmation, stating the arranged contractual partner, in such a clear manner that the customer/traveller can recognise that they are not part of the travel services of Barone Tours. Barone Tours assumes no liability for accidents of passengers occurring during the exercise of activities or sports (in the water or on land/board) during the cruise.

10.3. However, Barone Tours shall be liable

- a) for services which include the carriage of the passenger from the advertised point of departure of the journey to the advertised destination, intermediate transport during the journey and accommodation during the journey,
- b) if and to the extent that the damage suffered by the traveller is caused by a breach of Barone Tours' duties to inform, educate or organise.

## **11 Exclusion of claims; information on consumer dispute resolution**

11.1. Claims for non-contractual provision of the tour must be asserted by the customer within one month of the contractually agreed date of the end of the tour. The period begins on the day following the day of the contractual end of the trip.

11.2. The claim can only be made within the deadline to Barone Tours at the address given below.

## **12 Limitation**

12.1. Claims of the customer according to §§ 651c to f BGB from injury to life, body or health, which are based on an intentional or negligent breach of duty by Barone Tours or a legal representative or vicarious agent of Barone Tours, are subject to a limitation period of two years. This also applies to claims for compensation for other damages based on an intentional or grossly negligent breach of duty by Barone Tours or a legal representative or vicarious agent of XXX.

12.2. All other claims according to §§ 651c to f BGB are subject to a limitation period of one year.

12.3. The limitation period pursuant to Sections 12.1 and 12.2 shall commence on the day following the day of the contractual end of the journey.

## **13 Passport, visa and health requirements**

13.1. Barone Tours will inform nationals of a state of the European Communities in which the tour is offered about the provisions of passport, visa and health regulations before conclusion of the contract and about any changes to these before the start of the tour. For nationals of other states, the relevant consulate will provide information.

13.2. The customer is responsible for obtaining and carrying the travel documents required by the authorities, any vaccinations that may be necessary and for complying with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e. g.

B. the payment of cancellation costs, shall be borne by him.

**14 Travel insurance**

It is recommended to take out a comprehensive travel insurance package, in particular including travel cancellation insurance and international health insurance, which can also be booked separately. Detailed information is available from Barone Tours.

**15 Children / People with disabilities**

Children under the age of 12 are not permitted on board unless the yacht is fully chartered and separate arrangements are made. Minors must be under the constant responsibility and observation of parents or accompanying persons. The catamarans are not suitable in their destination for people with disabilities, whether physical or mental. For this reason, Barone Tours must refuse such bookings.

**15 Jurisdiction agreement**

For legal action by Barone Tours against customers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or habitual abode abroad, or whose place of residence or habitual abode is unknown at the time the action is brought, the place of jurisdiction shall be the registered office of Barone Tours.

**16 General**

The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract. The same applies to these travel conditions

The travel conditions and notes apply to

BATO Barone Tours GmbH  
Reetzenstr. 3  
D-79331 Teningen  
Commercial Register: Local Court Freiburg HRB 2041

## Appendix 1 - Seychelles Sailing Cruises

Notes on the general travel conditions of Barone Tours GmbH

### 1. The sailing yacht (catamaran):

The yacht type or yacht category is specified in the contract. The implementation of the sailing cruise is not bound to a minimum number of participants, a rebooking on another ship from the fleet is reserved, depending on the capacity. Additional costs shall be borne by Barone Tours, if applicable; in case of rebooking on a cheaper ship, the difference shall be refunded.

### 2. Included in the price:

Sailing cruise according to programme

- Accommodation in a double cabin, or cabin for single use as per registration
- Full board (breakfast, lunch and dinner), starting with dinner on the day of check-in and ending with breakfast on the day of check-out. Special meals (kosher, halal, vegetarian, etc.) must be requested at the time of booking. Barone Tours accepts no liability for requests that can only be fulfilled to a limited extent.
- Drinks according to contract/confirmation
- Snorkelling equipment (on loan)

### 3. Not included in the price:

- The boardcash (depending on the duration of the journey) according to the contract. To be paid at check-in exclusively in cash in €.
- Shore excursions (bookable on site only)
- Additional drinks on board (juices, soft drinks, alcoholic drinks)
- Flights, transfers or other transport, unless booked through Barone Tours and stated in the contract.
- Expenditure of personal needs

### 4. Check-In and Check-Out

Check-in and check-out times are listed in the contract. Please note that earlier check-in than stated in the contract is not possible, nor can luggage be brought on board early. Please be sure to adhere to the check-in times so that the scheduled departure time can be met. In the event of delays of more than 30 minutes, please inform the base staff so that transport to the ship can be arranged if necessary. Any costs incurred will be at your expense.

### 5. Cabin equipment

All cabins offer an ensuite "bathroom" with washbasin, mechanical or electric toilet, shower and storage compartment. There is a fan in each cabin which is powered by the on-board batteries. 220 volt sockets are sometimes not available and if they are, their power supply is not guaranteed throughout the cabins. The ship has a central charging station in the saloon, so that passengers can charge mobile phones, cameras, etc. Bedlinen, towels, toilet paper are provided. Please note that toiletries (soap, shampoo, toothpaste) must be brought along.

### 6. Yacht equipment

A motorised dinghy is available for transport from the ship (anchorage or mooring) to the shore/ beach/ harbour. A crew member will take you ashore if necessary and pick you up there again by arrangement.

Snorkelling equipment: masks, snorkels and flippers (size requirement as per registration form). For your comfort, we recommend bringing your own equipment if necessary.

### 7. Rules of conduct on board, safety and "briefing"

At the beginning of the sailing cruise, the skipper or another crew member will explain to you the safety regulations and rules of conduct on board. You are obliged to confirm that you have read them before departure by signing a form prepared for you and to comply with the regulations. Summary of the most important points:

- Any request by the captain to wear the life jackets must be obeyed
- Before casting off, you will be shown the positions of the emergency exits, which may only be opened on the captain's instructions.
- In extreme weather situations, safety belts must be fastened at the request of the captain
- at every shore leave or bathing stop, wait for the crew to report that the anchoring or mooring process has been completed and the engines have come to a stop. You are not allowed to enter the water without permission from the captain. Jumping from the deck is prohibited in any case. Before any swimming trip, inform yourself about the possible risks of the currents with the on-board staff and, if possible, never swim alone.
- it is forbidden to enter the deck at night alone and without informing the crew
- The cabin windows/ hatches are to be kept closed during the journey so that no moisture penetrates.
- Cabin doors and windows must be closed during shore excursions, please do not leave any valuables in sight
- note that objects in the cabin could fall down during the journey. Please remember to stow them away well
- Smoking is absolutely prohibited during the trip. Smoking is permitted on the aft landing when the yacht is stationary. The instructions of the crew must be followed.

- Life jackets are compulsory when travelling by dinghy. You may waive this at your own risk and responsibility. The dinghy may not be driven by the passengers themselves.
- It is not permitted to bring guests on board with you.
- Toilet use is explained by the crew at check-in. When used properly, the toilets function properly. The insertion of objects not intended for this purpose (sanitary towels, cotton buds, etc.) could clog the toilet and thus render it unusable or, in extreme cases, destroy the pump. The costs for the repair (€ 100 for the removal of the foreign objects) or, if necessary, the repair of the toilet must be charged to the person responsible. Important: Close the valve for the water supply after use to avoid flooding your cabin.
- Any Passenger who damages, destroys or loses the Yacht's equipment (whether intentionally or not) shall bear the cost of repair and/or replacement.
- It is strictly forbidden to bring weapons or unauthorised substances and objects on board.

#### **8. Itineraries/Sailing**

The itinerary of the sailing cruise is subject to change depending on weather conditions, as are the designated mooring and anchorage locations. The character of the tour and the island visits included in the programme will not be affected. Sails will be set wherever possible, but this is dependent on wind conditions. To avoid delays, some of the routes must be covered under motor.

#### **9. General notes**

Entry formalities: Citizens of a state of the European Community require a passport that is valid for at least the duration of the journey with at least two free pages for visa entries (entry and exit stamps). No vaccinations are required for the Seychelles, but proof of yellow fever vaccination is required for entry from a yellow fever endemic area.

2 sets of towels and bed linen (no beach towels) are provided during the cruise on request.

Sun: Please do not underestimate the sun's rays. It is much more intense on the yacht than on land and the wind will not make you feel the heat as strongly. Use a sunscreen with a high sun protection factor and take wind-resistant headgear with you on your trip. A good pair of sunglasses is also a must.

Luggage: Our yachts are comfortable, but space in your cabin is limited. It may be difficult to fit too large suitcases. We recommend bringing travel bags that are easier to store in the cabin.

Behaviour on board: There is sufficient water for normal use. Please do not shower too extensively and save water wherever you can. The crew will explain how the outdoor showers work. Please ensure that no sand or seawater is brought on board (damage to floors and risk of slipping). Shoes on deck are frowned upon unless they are special ship shoes, which again are not worn on land.

Onboard cash: This is obligatory and the fees collected serve to preserve the unique nature. Each time you call at the water nature reserves, the fees per passenger are collected by a "ranger" and therefore, for the sake of simplicity, are collected collectively by your crew before the sailing tour begins.

Valuables: During shore excursions, do not leave any valuables open and within reach in the saloon and also stow them in your luggage in your cabins as a precaution.