

# Terms & Conditions / TC

The following Terms and Conditions (henceforth also referred to by the abbreviation „AGB“) together with the general information contained on our website and with the information in our offer/booking confirmation form the basis of the contract between you, the customer/traveler/participant, and us as the organizer (Company Lavendelblüte erleben, owner Klaus Gosch). Please ensure that you are aware of these terms as they set out our respective rights and obligations.

**1. Booking / Conclusion of the contract**

Bookings can be made

- nonformal by telephone or email
- telephone number: 0049 8042 2678
- mobile phone number: 0049 01 71 19 93 425
- email: Klaus.Gosch@t-online.de
- or online preferred via booking form in our homepage.

After your booking the binding contract is concluded with the receipt of the booking confirmation by the organizer at the customer. From now on the AGB shall apply in addition to the German Civil Law (BGB).

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**2. Scope of services**

The scope of services is determined by our homepage and the corresponding specifications in the booking confirmation. Our prices are all given in Euro. All prices are indicated inclusive of statutory value add tax.

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**3. Payment**

Once you've received our booking confirmation the following payment applies:

- a deposit of 20% to be paid within 7 days after the client has received our booking confirmation
- the balance of 80% is to be paid 14 days prior to the scheduled beginning date of the travel.

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**4. Termination of contract by the traveler/ Substitute traveler**

4.1 If the traveler withdraws from the contract the organizer will try to find a substitute traveler. If the organizer is successful in finding a substitute traveler he will not claim any payment from the traveler.

4.2 If the organizer is not successful in finding a substitute traveler then the reduced costs of the operator (this is breakfast plus lunch packet) with an amount of 5 % of the travel costs will not be charged to the traveler. The organizer will forward a travel bill to the traveler so he's in a position to present it to his travel insurance company.

4.3 The traveller can nominate a substitute traveler at least 7 days before the beginning date of the travel. He is responsible to communicate this in written form to the organizer. The organizer can refuse this nomination if there are important reasons. In case the organizer accepts the substitute traveler both the substitute traveler and the original traveler are complementary debtors.

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**5. Termination by the operator/Acts of nature**

5.1 With the transmission of the booking confirmation the traveler can trust that the organizer will carry out the booked travel. The only exception: Acts of nature which can not be foreseen when the contract was concluded.

5.2 If the travel is substantially impaired, impeded or jeopardized due to acts of nature unpredictable upon conclusion of the travel contract, the traveler and the operator are entitled to terminate the travel contract. The terminating party is responsible for proving acts of nature.

5.3 In such a case of termination the following laws apply: §§ 651j BGB, 651e Abs. 3 S.1 und 2, Abs. 4 S.1 BGB. Following this regulations the operator is entitled to demand adequate compensation for the services already provided or necessary for the termination of the travel. The operator must state and justify the amount. Possibly necessary additional costs for the return journey are to be covered by the traveler.

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**6. Obligations by the traveler, remedy, deadline before cancellation of the traveler**

6.1 If a travel is not performed according to contract, the traveler may ask for a remedy; he is obliged to immediately notify the defects to the organizer and to request remedy in written form. The organizer has the right to reject the request if it involves a disproportionate effort. The organizer is entitled to provide equal or better replacement services.

6.2 If there is a significant reduction in the travel and the organizer does not provide remedy within an adequate time, the traveler has the right to cancel in written form the contract. A deadline is not required if the remedy is not possible, if the request is denied by the organizer or if an immediate cancellation is justified by a special interest of the traveler.

**7. Exclusion of claims, deadlines and limitations**

7.1 Claims for non-contractual performance of travels (§§ 651 c bis 651 f BGB) must be made in written form to the organizer under the below mentioned address within one month after the scheduled end of the travel. After this period, the traveler can only make a claim if missing the deadline was not his fault.

7.2 Claims made by passengers according to §§ 651 b to 651 f BGB and resulting from injury to life, body or health due to a negligent breach of duty on the part of the organizer or a willful or negligent breach of duty on the part of one of his legal representatives or agents or other claims for damages resulting from a negligent breach of duty on the part of the organizer or a willful or negligent breach of duty on the part of one of his legal representatives or agents are limited to a period of two years. Tort claims are limited to a period of three years.

7.3 With the exception of the limitation period for tort claims, the limitation period begins one day after the scheduled end of the cruise. The beginning of the limitation period for tort claims is determined by law.

7.4 The traveler can not assign any claims against the organizer to other persons. The assignment is only allowed to persons in the family of the traveler.

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**8. Traveler fails to participate in the travel**

In case the traveler does not participate in travel services offered to him according contract due to early return travel/sickness or other reasons, the traveler has no right to claim reduction of the travel price. To reduce this risk we recommend strongly to take out a travel insurance.

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**9. Travel insurance**

We strongly recommend you to take out an extensive travel insurance

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**10. Service modifications after conclusion of contract/travelers rights**

10.1 The organizer reserves the right to change essential travel services of the original travel contract if the amendments are reasonable for the traveler. This is the case if the amendments itself is irrelevant but necessary, if it is unpredictable and if the overall arrangement of the trip is not impaired.

10.2 The organizer is obliged immediately to inform the traveler in written form about the modification and the reason.

10.3 If essential travel services are changed considerably, the traveler is entitled to withdraw from the travel contract free of charge or to rebook an equivalent substitute travel if the organizer is able to offer such a travel.

10.4 The traveler must declare his decision immediately in written form upon notification of the change by the organizer.

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**11. Liability and limitations of the organizer**

11.1 The organizer is responsible in the context of the duties of a honest travel agent for the thorough preparation of the journey, the careful selection and monitoring of the service providers, the accuracy of the descriptions of all travel services indicated in the specific offer and for providing the contracted travel services in accordance with the law.

11.2 The liability of the organizer for contractual damages other than physical damages is limited to three times the fare paid for the journey according to §651h BGB.

a) if the damage incurred by the traveler was caused neither deliberately nor negligently by the organizer

b) if the organizer is responsible for the damage incurred by the traveler solely due to the fault of a service provider.

11.3 The liability for all claims for damages against the organizer not based on intention or gross negligence is limited to three times the fare paid for the journey.

11.4 These limitations apply per passenger and trip.

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**12. Non smoking protection / Pets**

12.1 No smoking is allowed in our accommodation and also not whilst all tours within the travel group.

12.2 We regret that no pets of any sort are accepted on our travels.

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**13. Privacy policy/ data protection**

13.1 The personal data provided by the traveler will be processed electronically and used when necessary for the correspondence and booking procedure. The organizer will collect, handle, store and use personal data only in connection with the fulfillment of the travel contract.

13.2 The traveler can request information about the personal data stored. He also can request to remove all his data. Please use the following contact address: klaus.gosch@t-online.de.

**14. General provisions,  
German law  
applies**

14.1 If any regulation contained in the General Terms and Conditions should be invalid, the other regulations shall remain in effect.

14.2 The contractual relationship between the organizer and the traveler and the resulting rights and obligations are governed by German Law. If claims against the organizer are made abroad and non-German law applies regarding the liability of the organizer, the legal consequences, particularly with regard to the nature, extent and amount of the claims made by the traveler, will be dealt with under German law nonetheless. The place of jurisdiction for all legal disputes – insofar as permitted by the laws – is the place of the organizer.

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**15. Copyright**

The copyright on all information and pictures, navigation elements, and design elements included in our web sites and in our offers and booking confirmations to the traveller is held exclusively by the organizer Klaus Gosch.

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**16. Organizer**

Company Lavendelblüte erleben ·  
Provence-Wanderungen für Genießer  
Owner Klaus Gosch · Am Schlosswald 14  
83661 Lenggries  
Tel. + 49 8042 2678  
mobile phone +491711 993425  
Mail: klaus.gosch-@t-online.de  
www.provence-reise-lavendel.de

USt-ID gem. § 27a UStG: DE252386144  
Main criteria for the service: travel event  
Liability insurance: Allianz-Versicherungs-AG  
Area of operation: Europe  
For the travel contract  
German law applies.

The usage of information or Photos under copyright is only allowed with approval of the organizer.

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