

Travel Terms and Conditions AAA Travel Worldwide GmbH Ltd

The following provisions, if validly agreed, become part of the travel contract concluded between the customer and AAA Travel Worldwide GmbH (hereinafter abbreviated as **AAATW**). They implement and supplement the statutory provisions of §§ 651a–m BGB (German Civil Code) and the information requirements for tour operators pursuant to §§ 4–11 BGB-InfoV (Regulation on information and evidentiary duties under civil law).

Before booking, please read the following terms and conditions carefully!

1) Participants in Group Travel

- a) The term “**Customer**” used below refers to the contractual partner of the travel contract and/or the participant in the group trip.
- b) The term “**Group Organizer**” refers to a non-commercial institution (private group, incorporated or unincorporated association, school, public authority, church institution) that commissions **AAATW** to carry out the group trip and through which booking and processing may take place by agreement.
- c) The term “**Group Leader**” refers to a person appointed and named by the Group Organizer who accompanies the trip and serves as the responsible contact person.

2) Conclusion of the Travel Contract / Obligations of the Booking Person

- a) By making a booking (travel registration), possibly represented by the Group Organizer, the Customer makes a binding offer to **AAATW** to conclude the travel contract. The basis of this offer for the respective trip is the travel description and the supplementary information provided by **AAATW**, insofar as these are available to the Customer, or the individual consultation record.
- b) Neither the Group Organizer, the Group Leader, nor any other travel agents (e.g., travel agencies) and service providers (e.g., hotels, carriers) are permitted to make binding statements that amend the travel contract—especially statements about services promised in the contract or that contradict or go beyond the travel description—unless they have been expressly authorized to do so by **AAATW**.
- c) Brochures of places, facilities and providers of tourist services, as well as online advertisements that are not published by **AAATW**, are not binding for **AAATW** unless, by explicit agreement with the Customer, they have been made the subject of the travel description or the content of **AAATW**'s performance obligations.
- d) Travel registration (booking) may be made verbally, in writing, by telephone, or electronically (e-mail, internet). For electronic bookings, **AAATW** will promptly confirm receipt electronically. A confirmation of receipt does not yet constitute acceptance of the booking order.
- e) A Customer who has assumed an obligation by an express and separate declaration is liable for all contractual obligations of fellow travellers for whom they make the booking, as for their own obligations. If a Group Organizer has assumed its own obligation, within the framework of a contract for the organization of a closed group trip, regarding collection and payment of the travel price as well as any cancellation costs incurred by **AAATW**, this obligation applies accordingly.
- f) The contract is concluded when **AAATW**'s declaration of acceptance is received by the Customer or is delivered to the Group Organizer or Group Leader acting as the Customer's representative/authorized recipient. No specific form is required. Upon conclusion of the contract or without undue delay thereafter, **AAATW** will send the Customer a written travel confirmation. This may be omitted if the Customer books less than 7 working days prior to the start of travel.
- g) If the content of **AAATW**'s acceptance declaration differs from the content of the booking, this constitutes a new offer by **AAATW**. **AAATW** is bound by this offer for ten days. The travel contract is concluded on the basis of this new offer if the Customer accepts it within the binding period. Acceptance may occur by an express declaration, down payment, or final payment.

3. Payment of the Travel Price

- a) After conclusion of the travel contract and after handing over a security certificate pursuant to § 651k BGB, a down payment of 20% of the travel price is due.

- b) Four weeks before the start of travel, the final payment is due, provided that the security certificate has been handed over and the trip can no longer be cancelled for the reason stated in Section 9. If other payment stages are specified in the travel description, they form the basis of the agreement and must be observed accordingly.
- c) For short trips of less than 24 hours' duration, without overnight stay and with a travel price of less than or equal to € 75.00, payment of the travel price may be required even without handing over a security certificate.
- d) For trips for a closed group, the legally required security certificate may also be provided in the form of a collective security certificate. In this case, the travel price payments of all participants must be expressly secured. The individual security certificates for the participants may also be handed over to the Group Organizer or the Group Leader, who will keep them in trust.
- e) **AAATW** is entitled, after a reminder and setting of a deadline, to withdraw from the travel contract and charge the Customer withdrawal costs in accordance with Section 6 if the Customer—or, where payment by the Group Organizer has been agreed, the Group Organizer—fails to make the down payment and/or the final payment in accordance with the agreed due dates, although **AAATW** is ready and able to provide the contractual services properly and no statutory or contractual right of retention exists on the part of the Customer.

4. **Changes to Services**

- a) If, after the contract has been concluded, changes to essential travel services compared with the agreed content of the travel contract become necessary and these changes were not brought about by the tour operator in bad faith, such changes are only permitted if they do not impair the overall character of the trip and are not significant.
- b) If the amended services are defective, any warranty/defect claims remain unaffected.
- c) Immediately upon becoming aware of the reason for the change, **AAATW** is obliged to inform the Customer of any material changes to services.

5. **Increases in the Travel Price**

- a) The Customer is entitled, free of charge, to withdraw from the travel contract or to demand participation in a trip of at least equal value if an essential travel service has been materially changed. Such a substitute service is only possible if **AAATW** is able to offer such a trip without additional cost to the Customer. Immediately after the tour operator's declaration regarding the change of a travel service or the cancellation of the trip, the Customer must assert their rights towards the tour operator.
- b) In the event of an increase in transportation costs or charges, **AAATW** reserves the right to change the price agreed in the travel contract for certain services—such as port or airport fees—or due to a change in the exchange rates applicable to the trip, in accordance with the provisions below:
- c) An increase in the travel price is only permitted if more than 4 months lie between conclusion of the contract and the agreed travel date, the circumstances leading to the increase were not foreseeable for **AAATW** at the time of concluding the contract, and had not yet occurred prior to the conclusion of the contract.

d) **AAATW** may, in accordance with the calculation below, increase the travel price if the transportation costs existing at the time the travel contract was concluded—especially fuel costs—increase:

1. If the price is based on the seat, **AAATW** may demand the increase amount from the Customer.
2. If the carrier charges the increased price per means of transport, the additional transport costs are divided by the number of seats of the agreed means of transport. **AAATW** may demand from the Customer the increase amount calculated for an individual seat.

4. **Withdrawal from the Trip by the Customer / Cancellation Fees**

- a. The Customer may withdraw from the trip at any time before the start of travel. Withdrawal must be declared to **AAATW** in writing. Agreements made with the Group Organizer regarding minimum or maximum participant numbers, free places, price scales, as well as reductions of contingents or single-seat add-on bookings remain unaffected by such withdrawal of an individual Customer.
- b. **AAATW** loses the right to the travel price if the Customer withdraws before the start of travel or does not commence the trip. However, **AAATW** may demand reasonable compensation instead of the travel price for the travel arrangements made up to the time of withdrawal and its expenses, depending on the respective travel price, provided that the withdrawal is not attributable to **AAATW** or a case of force majeure exists.
- c. When calculating the compensation, **AAATW** must take into account saved expenses and any possible alternative use of the travel services. Compensation is calculated as follows, depending on the time at which the Customer's withdrawal declaration is received:

Travel by Own Arrangement

Up to 45 days before departure: 15% (max. €21)

From day 44 to day 35 before departure: 50%; from day 34 before departure: 80%

Air Travel

Up to 30 days before departure: 15%; days 29–22 before departure: 20%; days 21–15 before departure: 30%; days 14–7 before departure: 45%; from day 6 before departure: 60%

On the day of arrival and in the event of no-show: 90%

Coach and Rail Travel

Up to 95 days before departure: 3%; days 94–45 before departure: 6%

Days 44–22 before departure: 30%; days 21–15 before departure: 50%; days 14–7 before departure: 75%; from day 6 before departure: 90%

- d. The Customer bears the burden of proof that **AAATW** has incurred no loss at all or a significantly lower loss than the lump-sum amount demanded.
- e. **AAATW** may demand higher, specific compensation instead of the above lump sums if **AAATW** proves that significantly higher expenses have been incurred. In this case, **AAATW** is obliged to quantify and substantiate the compensation demanded, taking into account saved expenses and any alternative use of the travel services.
- f. Pursuant to § 651b BGB, the Customer has the statutory right to provide a replacement participant. This right remains unaffected by the above conditions. The Group Organizer and the Group Leader are also entitled to provide replacement participants under the statutory conditions.

5. **Rebookings**

- a) After conclusion of the contract, the Customer has no entitlement to changes regarding the travel date, destination, place of departure, accommodation, or means of transport (rebooking). However, at the Customer's request, **AAATW** may still carry out a rebooking if organisational conditions permit. In this case, **AAATW** may charge a rebooking fee per Customer subject to the deadlines below. Unless otherwise agreed in an individual case before confirming the rebooking, the rebooking fee is €25

per rebooking transaction up to the beginning of the second cancellation tier for the respective type of trip in accordance with Section 6.

- b) Rebooking requests by the Customer that cause more than minor costs and are made after expiry of the above deadlines can—if implementation is possible at all—only be carried out by withdrawing from the travel contract in accordance with Sections 5.2 to 5.5 (possibly under changed conditions) and simultaneous new registration.

6. **Unused Services**

If a Customer does not use individual travel services that were properly offered to them for reasons attributable to them (e.g., due to early return travel or other reasons), they have no entitlement to a pro rata refund of the travel price. **AAATW** will endeavour to obtain a refund of saved service costs from the service providers. This obligation does not apply if statutory or official regulations prevent a refund or if the services are entirely insignificant.

7. **Withdrawal Due to Minimum Number of Participants Not Being Reached**

- a) If a minimum number of participants is not reached, **AAATW** may withdraw subject to the following rules:
 - i) Where uniform terms apply to all trips, the minimum number of participants and the latest date for withdrawal by **AAATW** must be clearly stated in a general catalogue notice, a general service description, or in the specific travel announcement.
 - ii) In the booking confirmation, **AAATW** must clearly state the minimum number of participants and the latest withdrawal deadline or refer there to the corresponding brochure information.
 - iii) If it becomes clear that the trip will not be carried out because the minimum number of participants has not been reached, **AAATW** is obliged to declare the cancellation of the trip to the traveller without undue delay.
 - iv) Withdrawal by **AAATW** later than 4 weeks before the start of travel is not permitted.
- b) If **AAATW** is able to offer an equivalent trip from its range without additional cost to the Customer, the Customer may, in the event of a cancellation for the reasons stated in Section 9.1, demand participation in another trip of at least equal value. The Customer must assert this right towards **AAATW** without undue delay after **AAATW**'s declaration of the cancellation.
- c) The Customer will receive any payments already made towards the travel price back without undue delay if the trip is not carried out for this reason.

8. **Termination for Behaviour-Related Reasons**

- a) If a Customer persistently disrupts the trip despite a warning by the tour operator, or behaves in such a manner contrary to the contract that immediate termination of the contract is justified, **AAATW** may terminate the travel contract without observing a notice period.
- b) In the event of such termination by **AAATW**, **AAATW** retains the right to the travel price; however, **AAATW** must credit the Customer with the value of any savings obtained from alternative use of the unused services, including amounts credited to **AAATW** by service providers.

9. **Obligations of the Customer**

- a) For trips with **AAATW**, the obligation to notify defects arising from § 651d (2) BGB is specified as follows:

- i) The traveller is obliged to report any defects that arise without undue delay to **AAATW**'s local representative (tour guide, agency) and to request remedy.
 - ii) A complaint about defects made by the Customer to the Group Leader or Group Organizer is not sufficient.
 - iii) **AAATW** will inform the Customer of the person, availability, and communication details of the local representative at the latest when sending the travel documents.
 - iv) If, according to the contractual agreements, there is no local representative or tour guide, the traveller is obliged to report defects without undue delay directly to **AAATW** at the address stated in the travel contract.
 - v) Claims of the traveller are not forfeited only if the required notice of defects is omitted without the traveller's fault.
- b) Confirmation or acknowledgement of defects is exclusively the responsibility of **AAATW**. The Group Organizer as well as tour guides, agencies and employees of service providers are not authorised to do so and are not empowered by **AAATW**.
- c) The traveller may terminate the contract if the trip is significantly impaired as a result of a travel defect. The same applies if the trip is not reasonable for the traveller due to such a defect for an important reason recognisable to **AAATW**. Termination is only permissible after **AAATW** or, if present and contractually agreed as contact persons, its agents (tour guide, agency) have allowed a reasonable deadline set by the traveller to expire without remedy. No such deadline is required if remedy is impossible, is refused by **AAATW** or its agents, or if immediate termination is justified by a special interest of the traveller.
- d) For air travel, baggage loss and baggage delay or damage, as well as delivery delays, must be reported by the traveller immediately on site by means of a damage report to the responsible airline. If the damage report has not been completed, airlines may refuse reimbursement. The damage report must be submitted within 7 days in the event of baggage damage and within 21 days after handover in the event of delay. The loss, damage or misrouting of baggage must also be reported to the tour guide or local representative of **AAATW**.

10. **General Limitation of Liability; Special Limitations of Liability for Closed Group Trips**

- a) For trips with **AAATW**, the obligation to notify defects arising from § 651d (2) BGB is specified as follows:
 - i) The traveller is obliged to report any defects that arise without undue delay to **AAATW**'s local representative (tour guide, agency) and to request remedy.
 - ii) A complaint about defects made by the Customer to the Group Leader or Group Organizer is not sufficient.
 - iii) **AAATW** will inform the Customer of the person, availability, and communication details of the local representative at the latest when sending the travel documents.
 - iv) If, according to the contractual agreements, there is no local representative or tour guide, the traveller is obliged to report defects without undue delay directly to **AAATW** at the address stated in the travel contract.
 - v) Claims of the traveller are not forfeited only if the required notice of defects is omitted without the traveller's fault.
- b) Confirmation or acknowledgement of defects is exclusively the responsibility of **AAATW**. The Group Organizer as well as tour guides, agencies and employees of service providers are not authorised to do so and are not empowered by **AAATW**.
- c) The traveller may terminate the contract if the trip is significantly impaired as a result of a travel defect. The same applies if the trip is not reasonable for the traveller due to such a defect for an important reason recognisable to **AAATW**. Termination is only permissible after **AAATW** or, if present and contractually agreed as contact persons, its agents (tour guide, agency) have allowed a reasonable deadline set by the traveller to expire without remedy. No such deadline is required if remedy is impossible, is refused by **AAATW** or its agents, or if immediate termination is justified by a special interest of the traveller.

- d) For air travel, baggage loss and baggage delay or damage, as well as delivery delays, must be reported by the traveller immediately on site by means of a damage report to the responsible airline. If the damage report has not been completed, airlines may refuse reimbursement. The damage report must be submitted within 7 days in the event of baggage damage and within 21 days after handover in the event of delay. The loss, damage or misrouting of baggage must also be reported to the tour guide or local representative of **AAATW**.
- e) **AAATW** is not liable for services and parts of services of any kind that—whether with or without **AAATW**'s knowledge—are additionally offered, organised, carried out and/or made available to Customers by the Group Organizer or the Group Leader in addition to the services of **AAATW**. This includes, in particular:
 - i) Arrival and departure journeys organised by the Group Organizer or Group Leader.
 - ii) Events before and after the trip and at the destination, rides, excursions, meetings, etc. that are not included in **AAATW**'s scope of services.
 - iii) Tour guides or local guides who were arranged by **AAATW** at the request of the Group Organizer or Group Leader.
- f) **AAATW** is not liable for actions and omissions of the Group Organizer or Group Leader, or of a tour guide merely arranged by **AAATW**, before, during or after the trip—especially not for changes to the contractual services, instructions to local guides, special arrangements with service providers, or information and assurances given to Customers without coordination with **AAATW**.
 - a) Changes to the contractual services,
 - b) Instructions to local guides,
 - c) Special arrangements with various service providers,
 - d) Information and assurances given to Customers.
- g) Insofar as **AAATW**'s liability towards the Customer is linked to the travel price, only the travel price agreed between the Group Organizer and **AAATW** is decisive. Surcharges of any kind charged by the Group Organizer to the Customer are not taken into account.

11. Exclusion of Claims

- a) Within one month after the contractually scheduled end of the trip, the Customer must assert claims due to non-contractual performance of the trip.
- b) To meet the deadline, the claim may be asserted against **AAATW** only in writing to the address stated in the travel contract. Only if the Customer can prove that they were prevented from meeting the deadline through no fault of their own may they assert claims even after the deadline has expired.
- c) Asserting claims only against the Group Organizer or the Group Leader is not sufficient.
- d) In the event of baggage damage or delivery delays of baggage in connection with flights, the shorter deadlines stated in Section 11.6 apply.

12. Limitation Period

- a) Within two years, the Customer's claims under §§ 651c to f BGB become time-barred for injury to life, body or health that is based on an intentional or negligent breach of duty by **AAATW** or by a legal representative or vicarious agent of **AAATW**. This also applies to claims for compensation for other damages that are based on an intentional or grossly negligent breach of duty by **AAATW** or by a legal representative or vicarious agent of **AAATW**.
- b) All other claims under §§ 651c to f BGB become time-barred within one year.
- c) The limitation periods under Sections 12(a) and 12(b) begin on the day following the day of the contractually agreed end of the trip.
- d) The limitation period is suspended as long as negotiations are pending between the Customer and **AAATW** regarding the claim or the circumstances giving rise to the claim. This applies until the Customer or **AAATW** refuses to continue the negotiations. The limitation period will expire no earlier than three months after the end of the suspension.

13. Information Obligations Regarding the Identity of the Operating Air Carrier

- a) **AAATW** will inform the Customer, in accordance with the EU Regulation on informing passengers of the identity of the operating air carrier, of the identity of the operating airline(s) for all flight transport services to be provided as part of the booked trip before or at the latest at the time of booking.
- b) If, at the time of booking, the operating airline(s) are not yet known, **AAATW** is obliged to name the airline(s) that are likely to be commissioned. **AAATW** will inform the Customer as soon as it is known which airline will operate the flight.
- c) **AAATW** will inform the Customer without undue delay and as soon as reasonably possible if the airline named to the Customer as the operating air carrier changes.
- d) A contractual right to have air transport carried out by the named airline(s) is not established by the notification of the operating airline(s) as part of **AAATW**'s information obligations, unless such a right results from a contractual or statutory performance obligation of **AAATW**. **AAATW** expressly reserves the right to change the airline, provided this has been contractually agreed in a permissible manner.
- e) Claims of the Customer under the regulation referred to in paragraph (a), under other applicable EU regulations, as well as other contractual or statutory rights, remain unaffected by the above provisions and by **AAATW**'s notifications about a change of airline.
- f) The "Black List" prepared in accordance with the EU Regulation (airlines that are prohibited from using the airspace over the Member States) can be accessed on the internet at
"Black List" (airlines that are prohibited from using the airspace over the Member States) is available online at <http://air-ban.europa.eu>.

14. **Passport, Visa and Health Regulations**

- a) Assuming there are no special circumstances relating to the person of the Customer and any fellow travellers (e.g., dual nationality, statelessness), **AAATW** will inform nationals of a Member State of the European Communities in which the trip is offered of passport, visa and health regulations before conclusion of the contract, as well as of any changes prior to departure. For nationals of other states, the relevant embassy provides information. This does not, however, release the Customer from their own duty to obtain information on these regulations in an appropriate manner.
- b) The Customer is responsible for obtaining and carrying the travel documents required for the trip, as well as for any required vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations—e.g., payment of withdrawal costs—are borne by the Customer. This does not apply if **AAATW** has not informed, has provided insufficient information, or has provided incorrect information.
- c) If the Customer has commissioned **AAATW** to obtain visas, **AAATW** is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic mission, unless **AAATW** has culpably breached its own obligations.

15. **Choice of Law and Place of Jurisdiction**

- a) German law shall apply exclusively to the contractual relationship between the Customer and **AAATW**. This also applies to the entire legal relationship.
- b) In particular with regard to the type, scope and amount of the Customer's claims, German law shall apply exclusively. This also applies to the legal consequences if, in the case of actions brought by the Customer against **AAATW** abroad, non-German law is applied to the liability of the tour operator as to the merits.
- c) **AAATW** may be sued by the Customer only at the registered office of **AAATW**.
- d) For actions brought by **AAATW** against the Customer, the Customer's place of residence is decisive. For actions against Customers/contractual partners 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 registered office of **AAATW** is agreed as the place of jurisdiction.
- e) The above provisions do not apply

- i) if and insofar as, in favour of the Customer, different provisions result from mandatory provisions of international agreements applicable to the travel contract between the Customer and **AAATW**, or
- ii) if and insofar as mandatory provisions applicable to the travel contract in the EU Member State of which the Customer is a national are more favourable to the Customer than the above provisions or the corresponding German provisions.

Version: 01.06.2022

**AAA Travel Worldwide GmbH Ltd.,
Managing Director: Ralf Wilhelm
N 190 Blue Jay St.
CC-250-0049
Cape Coast
Ghana
Telephone: +233 54 3832202
Email: contact@naturetoursghana.com**