

## Travel conditions of SeyVillas GmbH

Dear customers and travellers,

Under the internet address and the brand name "seyvillas.com" the company, SeyVillas GmbH, offers package holidays in the Seychelles as a tour operator. The following provisions shall become, if effectively agreed upon, content of the package holiday contract between the customer and SeyVillas GmbH, hereinafter referred to in short as "SeyVillas" coming into effect as of 01.07.2018. They shall supplement the statutory provisions of §§ 651a - y BGB (German Civil Code) and of Articles 250 and 252 of the Introductory Law to the German Civil Code (EGBGB) and shall complete these. Please read these booking conditions carefully before booking!

*Please note: this translation of our travel regulations serves merely to assist you. The agreement is concluded solely on the basis of the German version.*

### 1. Position of SeyVillas in the case of mediated services

1.1. The travel services from SeyVillas do not generally include air transport services to the venue. Unless the flight is expressly shown as a component part in the travel offer of the package holiday offered and executed by SeyVillas, SeyVillas does not offer flight services as its own services, but rather as mediated services in addition to the package holiday.

1.2. Insofar as SeyVillas mediates the additional tourist services of other service providers alongside flight transportation services (e.g. flight transport service plus stay in airport lounge) and those additional services of the other service provider do not constitute a substantial share of the total value of the compiled services and neither represent an essential feature of these compiled services of the service provider or of SeyVillas itself nor are they advertised as such, SeyVillas shall only assume the position of a mediator.

1.3. As a mediator, SeyVillas shall assume the position of a mediator of related travel services, insofar as the preconditions exist for the mediation of related travel services by SeyVillas according to the statutory provisions of § 651w BGB.

1.4. Without prejudice to the obligations of SeyVillas as a provider of related travel services (in particular, the handing over of the legally prescribed form and implementation of client money protection in the event of SeyVillas being subject to debt collection activities) and the legal consequences in the event of non-compliance with these statutory obligations, in the event of the existence of the prerequisites as per 1.2 or 1.3, SeyVillas shall be neither the travel organiser nor contractual partner of the contract concerning air transportation to be concluded in the event of a booking being made. SeyVillas shall therefore not be liable for the information of the mediated contractual partner concerning prices and services, for the provision of services itself or for damages arising from these mediated services. Any liability of SeyVillas arising from the mediation contract and statutory provisions, in particular according to mandatory rules on telemedia and electronic commerce shall remain unaffected.

1.5. The position as a mediator shall particularly oblige SeyVillas:

- to indicate the position of SeyVillas as a mediator with each respective offer to mediate a service, whereby the provider and contractual partner shall be referred to in the event of a booking.
- to indicate the price of the mediated service separately from the price of the package holiday.
- to issue the customer with a booking confirmation in accordance with the above information, in which the price of the mediated service is shown separately.

1.6. The liability of SeyVillas arising from the mediation contract shall remain unaffected by the above provisions.

### 2. Conclusion of the package holiday contract, obligations of the customer

2.1. The following shall apply for all booking channels:

- SeyVillas' offer and the customer's booking are based on the travel offer and the supplementary information from SeyVillas for the respective journey, insofar as such are available to the customer at the time of booking.
- Travel agents and booking offices are not authorised by SeyVillas to make agreements, provide information or offer assurances that alter the agreed content of the package holiday contract or exceed the travel offer or services contractually agreed by SeyVillas or contradict such.
- Information in hotel guides and similar directories which are not approved by SeyVillas shall not be binding for SeyVillas and its liability to provide a service, insofar as they have not been rendered content of the liability to provide a service by means of an express agreement with the customer.
- Should the content of the SeyVillas travel confirmation deviate from the content of the booking, a new SeyVillas offer shall exist, to which SeyVillas shall be bound for a period of 10 days. The contract shall be concluded on the basis of this new offer insofar as SeyVillas does not make a notification of the change regarding the new offer and has fulfilled its pre-contractual information requirements and the customer declares acceptance within SeyVillas' obligation period by means of an explicit declaration or prepayment.
- The pre-contractual information provided by SeyVillas concerning essential properties of the travel services, the price of travel and all additional costs, the payment modalities, the minimum number of participants and the cancellation rate (in accordance with Article 250, § 3 (1,3 to 5 and 7) EGBGB) shall then only not form part of the package travel contract if this is expressly agreed between the parties.
- The customer shall be liable for all contractual obligations of fellow travellers for whom s/he makes the booking, just as for his/her own, insofar as s/he has assumed a corresponding obligation by means of an express and separate declaration.

2.2. For a booking made in writing, by e-mail or by fax, the following shall apply:

- with the booking, SeyVillas shall bindingly offer the customer the conclusion of the package holiday contract.
- the contract shall be concluded with the receipt of the travel confirmation (declaration of acceptance) by SeyVillas. Upon conclusion of the contract or immediately thereafter, SeyVillas shall transfer to the customer a travel confirmation, which shall be in accordance with the statutory provisions in terms of its content, on a permanent data carrier (which shall allow the customer to keep or store the declaration in an unchanged state so that it is accessible to him/her within a reasonable period of time, e.g. on paper or by e-mail) insofar as the traveller has not requested a travel confirmation in paper form in accordance with Art. 250 §6 (1) Clause 2 EGBGB, because the conclusion of the contract took place in the physical presence of both parties or outside of business premises.

2.3. SeyVillas points out that, according to the statutory provisions (§§ 312 (7), 312g, Clause 1 No. 9 BGB) in the case of package holiday contracts in accordance with § 651a and § 651c BGB, which are concluded from a distance (letters, catalogues, telephone calls, fax, e-mail, messages sent via mobile phone service (SMS), as well as radio and telemedia and online services), no right of cancellation shall exist, but only the statutory rights of withdrawal and termination, in particular the right to withdraw from the contract in accordance with § 651h BGB (see also Point 6). A right to cancellation shall however exist if the contract for travel services in accordance with § 651a BGB was concluded away from business premises, unless the oral proceedings, on which the conclusion of the contract is based, were conducted based on a previous order of the consumer; in the latter case, there is no right to cancellation shall exist.

### 3. Payment

3.1. SeyVillas and travel agents may only demand or accept payments on the price of travel prior to the completion of the package holiday if an effective customer money protection agreement exists and the customer has been given the security certificate with the name and contact information of the credit institute in a clear, comprehensible and prominent manner. Following the conclusion of the contract, against handing over of the security certificate, a deposit in the amount of 30% of the travel price shall be due for payment. The balance shall be due 5 weeks before the start of the journey insofar as the security certificate has been transferred.

3.2. Should the customer fail to pay the deposit and/or the balance in accordance with the agreed payment dates, although SeyVillas is prepared and able to properly render the contractual services, has met its statutory duties to provide information and no statutory or contractual right of retention exists for the customer, SeyVillas shall be entitled to withdraw from the package travel contract after sending a reminder with a given deadline and to charge the customer costs of withdrawal in accordance with Point 6.

#### **4. Changes to the contractual contents prior to the commencement of the journey which do not affect the price of the journey**

4.1. Deviations of essential characteristics of travel services from the agreed content of the package travel contract, which become necessary after conclusion of the contract and are made by SeyVillas in good faith, shall be permitted for SeyVillas prior to the commencement of the journey, insofar as the deviations are negligible and do not affect the overall character of the journey.

4.2. SeyVillas shall be obliged to inform the customer concerning changes to the service immediately after having become aware of the reason for such changes on a permanent data carrier (e.g. by e-mail, SMS or voice message) in a clear, comprehensible and prominent manner.

4.3. In the event of a considerable change in an essential property of a travel service or the deviation from particular specifications of the customer, which has become the contents of the package holiday contract, the customer shall be entitled, within a reasonable period of time set by SeyVillas simultaneously with notification of the change, either to accept the change or to withdraw from the package holiday contract free of charge. Should the customer not expressly declare within the time limit set by SeyVillas with regard to this withdrawal from the package holiday contract, the amendment shall be deemed to have been accepted.

4.4. Any warranty claims shall remain unaffected to the extent that the changed services are subject to deficiencies. Should SeyVillas have lower costs for the implementation of the amended journey or any replacement journey with equivalent quality characteristics at the same price, the customer shall be refunded the difference in accordance with § 651f (2) BGB.

#### **5. Price increases and reductions**

5.1. In accordance with the provisions of §§ 651f, 651g BGB and the following provisions, SeyVillas shall reserve the right to increase the price agreed in the package holiday contract insofar as

- a) an increase in the price of the carriage of passengers due to higher costs for fuel or other energy sources,
- b) an increase in the taxes and other charges for agreed travel services, such as tourist taxes, port or airport fees, or
- c) a change in the exchange rates for the particular package have a direct impact on the travel price.

5.2. An increase in the cost of travel shall only be permitted if SeyVillas clearly and concisely informs the traveller in text form about the price increase and the reasons for such and issues a calculation of the price increase.

5.3. The price increase shall be calculated as follows:

- a) In the event of an increase in the price for the carriage of persons as per Point 5.1.a), SeyVillas may increase the price of travel in accordance with the following calculation:
  - In the case of a seat-related increase, SeyVillas may request the increased amount from the customer.
  - Otherwise, the additional transportation costs demanded by the transportation company per means of transport, shall be divided by the number of seats divided the agreed means of transport. SeyVillas may demand the resulting increased amount for the single seat from the customer.
- b) In the case of an increase in taxes and other charges in accordance with Point 5.1.b), the price of travel shall be increased by the appropriate, proportionate amount.
- c) In the case of an increase of exchange rates in accordance with Point 5.1.c), the price of travel may be increased to the extent to which it has become more expensive for SeyVillas.

5.4. SeyVillas is obliged to furnish the customer/traveller, upon request, with a reduction of the price of travel, if and to the extent that the prices, charges or exchange rates referred to in Points 5.1 a) and c), changed after conclusion of the contract and prior to the commencement of the journey and this leads to lower costs for SeyVillas. Should the customer/traveller have paid more than the amount owed here, the additional amount shall be refunded by SeyVillas. SeyVillas may, however, deduct the administrative expenditure actually incurred by SeyVillas from the amount to be refunded. Upon request, SeyVillas shall indicate to the customer/traveller the amount of administrative expenditure that has been incurred.

5.5. Price increases shall only be permitted to be received by the customer up to 20th day before the commencement of travel

5.6. In case of price increases of more than 8%, the customer shall be entitled, within a reasonable period of time set by SeyVillas at the same time as the notification of the price increase, either to accept the change or to withdraw from the package holiday contract free of charge. Should the customer not expressly declare within the time limit set by SeyVillas with regard to this withdrawal from the package holiday contract, the amendment shall be deemed to have been accepted.

#### **6. Cancellation by the customer prior to the commencement of the journey/cancellation fees**

6.1. The customer may withdraw from the package holiday contract at any time prior to the commencement of travel. The cancellation shall be declared vis-à-vis SeyVillas at the above/following address; if the journey was booked via a travel agent, the cancellation can also be declared via this. The customer is advised to declare the cancellation in text form.

6.2. Should the customer withdraw before the commencement of the journey or not depart on the journey, SeyVillas shall lose any claim to the price of travel. Instead, SeyVillas may demand reasonable compensation, insofar as it is not responsible for the cancellation or unavoidable, exceptional circumstances arise at the destination or in the immediate vicinity of such, which significantly affect the implementation of the package tour or the carriage of persons to the destination; circumstances shall be deemed to be unavoidable and exceptional if they are not subject to the control of SeyVillas and their consequences could not have been avoided even if all reasonable measures had been taken.

6.3. SeyVillas has established the following compensation packages, taking into account the period between the date of declaration of withdrawal and the commencement of the journey and taking into account the expected savings of expenses and the expected acquisition by other uses of the travel services. The compensation shall be paid after the time of receipt of the withdrawal declaration as follows with the respective cancellation scale:

- a) Journeys by ship/cruises and package tours, which do not fall under the following Scale b)
  - up to the 31st day prior to departure 20%
  - up to the 30th day prior to departure 35%
  - from the 22nd day prior to departure 50%

- from the 15th day prior to departure 75 %
- from the 2nd day prior to departure until the day of departure or, in the case of non-departure, 90% of the price of travel.
- b) Holiday homes and houses / apartments, hotels, resorts, modular tour with own travel
  - up to the 46th day prior to departure 20%
  - from the 45th day prior to departure 50%
  - from the 35th day prior to departure 80 %
  - from the 2nd day prior to departure until the day of departure or, in the case of non-departure, 90% of the price of travel;

6.4. in any case, the customer shall be at liberty to prove to SeyVillas that no or substantially lower damages have arisen for SeyVillas than the compensation package claimed by SeyVillas.

6.5. SeyVillas reserves the right to demand a higher, specific degree of compensation rather than the aforementioned flat rates, insofar as SeyVillas proves that SeyVillas has incurred significantly higher costs than the applicable flat rate. In this case, SeyVillas shall be obliged to specifically quantify and document the compensation demanded, taking into account the saved expenses and any other use of the travel services.

6.6. Should SeyVillas be obliged to re-imburse the price of travel as a consequence of a withdrawal, SeyVillas shall tender such immediately, but in any case, within 14 days following receipt of the declaration of withdrawal.

6.7. The statutory right of the customer in accordance with § 651 e BGB to request of SeyVillas by means of a notification on a permanent data carrier that a third party take over his/her rights and obligations arising from the package holiday contract shall remain unaffected by the above provision. Such a declaration shall be deemed in each case to have been submitted in a timely manner, if SeyVillas receives such 7 days prior to the commencement of the journey.

6.8. The conclusion of travel cancellation insurance and insurance to cover repatriation costs in the case of an accident or illness is strongly recommended.

## 7. Rebooking

7.1. No claim shall exist on the part of the customer after conclusion of the contract to make changes to the date of travel, the destination, the place of departure, accommodation, catering, type of transport or other services (rebooking). This shall not apply if the rebooking is necessary because SeyVillas has provided the traveller with no, inadequate or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB; in this case rebooking shall be possible free of charge. However, if a rebooking is made in other cases at the request of the customer, SeyVillas may impose a rebooking fee on the customer per traveller affected by the rebooking. Insofar as otherwise has not been agreed on an individual basis prior to the commitment for the rebooking, the rebooking fee shall respectively amount to €50 per affected traveller up to the time of the commencement of the second cancellation scale for the respective type of travel in accordance with the above provision in Point 6.

7.2. Rebooking wishes of the customer, which are made after the expiry of the deadlines, may be carried out, provided that their implementation is at all possible, only following withdrawal from the package holiday contract in accordance with Point 6 in line with the terms and conditions and a simultaneous new application. This shall not apply in the case of rebooking wishes which lead to only minor costs.

## 8. Unclaimed service

Should the traveller not make use of individual travel services, which SeyVillas was prepared and able to provide as per the contract, for reasons which are attributable to the traveller, s/he shall have no claim to a pro rata reimbursement of the price of travel, to the extent that such reasons would not have entitled him/her to cost-free cancellation or to termination of the travel contract in accordance with the statutory provisions. SeyVillas shall seek reimbursement of the saved expenses via the service providers. This obligation shall not apply if the services concerned are wholly insignificant.

## 9. Termination for reasons related to behaviour

9.1. SeyVillas may terminate the package travel contract without notice if the traveller causes a sustained hindrance despite a warning from SeyVillas or if s/he acts in breach of contract to such an extent that the immediate termination of the contract is justified. This shall not apply, if the behaviour contrary to the terms of the contract is due to a breach of information duties on the part of SeyVillas.

9.2. Should SeyVillas effect a termination, SeyVillas shall reserve the right to the price of travel; SeyVillas must, however, allow for the value of the saved expenses and such benefits, which SeyVillas derives from an alternative use of the non-utilised services, including the amounts credited by the service providers.

## 10. Obligations of the customer/traveller

### 10.1. Travel documents

The customer shall inform SeyVillas or his/her travel agents via which s/he booked the package journey, if s/he does not receive the necessary travel documents (e.g., airline ticket, hotel voucher) within the period specified by SeyVillas.

### 10.2. Notice of defects / demand for redress

- a) Should the journey not be provided free of travel defects, the traveller may demand redress.
- b) Should SeyVillas have been unable to remedy the situation as a result of a culpable omission of the notice of defects, the traveller may assert neither reduction claims in accordance with § 651m BGB nor claims for damages in accordance with § 651n BGB.
- c) The traveller shall be obliged to immediately submit his/her notice of defects to the SeyVillas representative on site. Should a representative of SeyVillas not be available on site and is not contractually due, any defects are to be brought to the attention of SeyVillas via the point of contact communicated by SeyVillas; information on the availability of the representative of SeyVillas or its point of contact on site shall be given in the travel confirmation. The traveller may, however, also bring the defect to the attention of his/her travel agent via which s/he booked the package travel.
- d) The SeyVillas representative shall be responsible for providing a remedy insofar as this is possible. It is not however authorised to recognise claims.

### 10.3. Deadline prior to the termination

Should the customer/traveller want to terminate the travel package travel contract in accordance with § 651i BGB due to a travel defect of the type described in § 651i (2) BGB to the extent that it is substantial, s/he shall be obliged to first set SeyVillas a reasonable deadline for the provision of redress. This shall only not apply if SeyVillas disallows the redress or if immediate redress is necessary.

### 10.4. Damage to luggage and delayed luggage in the case of air travel; special rules & deadlines for the demanding of redress

- a) The traveller is notified that, according to air traffic regulations, s/he must immediately report any loss, damage and delaying of luggage in connection with air travel immediately to the appropriate airline on-site by means of a property irregularity report ("PIR"). Airlines and SeyVillas may reject the refunds pursuant to international agreements, if the PIR has not been filled in. For damage to luggage, the PIR shall be reimbursed within 7 days following being issued; in the case of delay, this shall be 21 days.
- b) In addition, the loss, damage or misrouting of luggage is to be immediately reported to SeyVillas, its representative or point of contact or the travel agent. This shall not

relieve the travellers of having to lodge the PIR with the airline as per Fig. a) within the aforementioned time period.

## 11. Limitation of Liability

11.1. The contractual liability of SeyVillas for damages, which do not result from the violation of life, body or health and were not caused culpably, shall be limited to three times the price of travel. Any possible claims in excess of such as per the Montreal Convention or air traffic law shall remain unaffected by this limitation of liability.

11.2. SeyVillas shall not be liable for service disruptions, personal injury and property damage in connection with services, which are only mediated as external services (e.g. excursions, sports events, theatre visits, exhibitions), if these services are clearly and expressly identified as third-party services in the travel description and the travel confirmation whereby the identity and address of the mediated contractual partner shall be specified, so that it is clear to the traveller that these do not form part of the package holiday from SeyVillas and that they have been selected separately. §§ 651b, 651c, 651W and 651y BGB shall remain unaffected.

11.3. SeyVillas shall however be liable if and insofar as a damage to the traveller has resulted from the infringement of notification, explanation or organisational obligations of SeyVillas.

## 12. Assertion of claims, Addressee

The customer/traveller shall assert claims pursuant to § 651i (3) Nos. 2, 4-7 BGB vis-à-vis SeyVillas. The assertion may also be made via the travel agent if the package holiday was booked via this travel agent. It is recommended that claims are asserted in text form.

## 13. Obligations to provide information on the identity of the operating air carrier company

13.1. In accordance with the EU regulation on the information for flight passengers concerning the identity of the operating carrier, SeyVillas shall inform the customer when booking, before or at the latest at the time of booking, concerning the identity of the airline(s) with respect to all air transportation services to be provided within the framework of the booked journey.

13.2. Should the operating airline(s) not yet be determined at the time of booking, SeyVillas shall be obliged to provide the customer with the name(s) of the airline or airlines, which will be likely to carry out the flight. SeyVillas shall inform the customer as soon as SeyVillas becomes aware of which airline will be carrying out the flight.

13.3. Should there be a change in the operating airline named to the customer, SeyVillas shall inform the customer of the change without delay and as swiftly as possible with reasonable means.

13.4. The "blacklist" created in accordance with the EC regulation (airlines, for which the use of the airspace above the Member States is prohibited.) can be found on SeyVillas' website or directly via [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm) and this can be inspected in SeyVillas' premises.

## 14. Passport, visa and health regulations

14.1. SeyVillas shall instruct the customer/traveller with regard to general passport and visa requirements, health formalities in the country of destination, including the approximate periods for obtaining any necessary visas prior to the conclusion of the contract and concerning any possible changes prior to departure.

14.2. The customer shall be responsible for obtaining and carrying the necessary official travel documents, any required vaccinations and for compliance with customs and foreign exchange regulations. Disadvantages arising due to non-compliance with these regulations, e.g. the payment of cancellation costs shall be borne by the customer/traveller. This shall not apply if SeyVillas has not, insufficiently or wrongly informed the customer.

14.3. SeyVillas shall not be liable for the timely issuing and receipt of the visas required by the respective diplomatic representation if the customer has entrusted SeyVillas with the provision of such, unless SeyVillas has culpably violated its own obligations.

## 15. Alternative dispute resolution; choice of law and jurisdiction agreement

15.1. With regard to the law on consumer dispute settlement, SeyVillas notes that SeyVillas does not take part in voluntary consumer dispute settlement. Were a consumer dispute settlement to become obligatory for SeyVillas subsequent to the printing of these travel conditions, SeyVillas would inform the consumer of such in an appropriate manner. For all travel contracts that have been concluded by means of electronic legal communications, SeyVillas refers to the European online dispute settlement platform <http://ec.europa.eu/consumers/odr/>.

15.2. For customers/travellers who are not citizens of a Member State of the European Union or a Swiss citizen, the exclusive validity of German law shall be agreed for the entire legal and contractual relationship between the customer/traveller and SeyVillas. Such customers/travellers may file a lawsuit against SeyVillas exclusively at SeyVillas' headquarters.

15.3. For lawsuits filed by SeyVillas against customers, or contractual partners of the package holiday contract, who are merchants, legal persons under public or private law or persons who have their domicile or usual place of residence abroad or whose domicile or habitual residence at the time of lawsuit is not known, as the court of jurisdiction, the SeyVillas' headquarters shall be agreed as the place of jurisdiction.

---

Protected in terms of copyright: Noll & Hütten Rechtsanwälte, Stuttgart | München, 2017 – 2018

---

The travel organiser is:

SeyVillas GmbH

Werner-Bock-Str. 40

33602 Bielefeld

Board of Directors: Julian Grupp, Francesca Ruggero, Walter Cuccarano

Register court: District Court of Bielefeld, HRB 42943

Tax number.: DE315559091

Telephone: +49(0)521-44818610

Fax: +49(0)521-44818619

E-mail: [info@seyvillas.com](mailto:info@seyvillas.com)