General Terms and Conditions (GTC) for Package Tours (Group Travel)

1. Tour Operator

Dhigurah Guesthouses and Hotels, Thüngersheimer Straße 44, 97209 Veitshöchheim, Germany, acts as the tour operator within the meaning of Sections 651a et seq. of the German Civil Code (BGB) for the group tours offered. These GTC apply exclusively to package tours (group travel). Separate GTC apply to pure intermediary services.

2. Conclusion of the Travel Contract

By making a booking, the traveler submits a binding offer to conclude a package travel contract. The contract is concluded upon booking confirmation by the tour operator. Booking can be made in writing, electronically, or verbally.

3. Services

The scope of contractual services is determined by the travel description on the website and the booking confirmation. Any additional agreements require written confirmation.

4. Requirements for Participation

- Minimum age: 18 years
- Travel health insurance: The traveler must take out valid international travel health insurance and provide proof before the start of the trip.
- Code of conduct/consent: The traveler agrees to comply with the rules of conduct specified by the tour operator. In case of non-compliance, the traveler may be excluded from the trip.

5. Travel Price and Payment Terms

A deposit is due after the conclusion of the contract; its amount is specified in the travel description. The remaining balance must be paid before the start of the trip at the time indicated in the travel description. For bookings made within this period, the full travel price is due immediately.

6. Price Changes

The tour operator reserves the right to increase prices in accordance with Section 651f BGB if transport costs, taxes, or exchange rates change after the contract has been concluded. Price increases are only permitted up to 20 days before the start of the trip. If the increase exceeds 8% of the travel price, the traveler may withdraw from the contract.

7. Withdrawal by the Traveler (Cancellation)

The traveler may withdraw from the contract at any time before the start of the trip. The decisive factor is the receipt of the withdrawal declaration. The following flat-rate cancellation fees apply:

- up to 120 days before departure: 10% of the travel price
- 119 to 91 days before departure: 50% of the travel price
- 90 days or less before departure or no-show: 100% of the travel price

The traveler is entitled to prove that no damage or significantly lower damage has occurred.

8. Rebooking and Transfer of Contract

Rebooking requests are permitted, where possible, subject to a processing fee. The traveler may designate a substitute person in accordance with Section 651e BGB.

9. Withdrawal by the Tour Operator

The tour operator may withdraw from the contract before the start of the trip if:

- the minimum number of participants is not reached and the traveler is informed in due time, or
- unavoidable, extraordinary circumstances significantly impair the execution of the trip.

10. Warranty and Notification of Defects

The traveler is obliged to report any defects immediately to the tour guide or the tour operator. Failure to report defects culpably may result in reduced or excluded claims.

11. Liability

The liability of the tour operator is governed by the statutory provisions of Sections 651a et seq. BGB.

If damage to the traveler was not caused intentionally or through gross negligence and does not involve injury to life, body, or health, the liability of the tour operator for damages is limited to three times the travel price.

This limitation of liability does not apply:

- to claims under international conventions (e.g., the Montreal Convention),
- to tort claims,
- in the event of a breach of essential contractual obligations, unless the damage was not typically foreseeable.

Any further liability remains unaffected.

12. Leisure Activities Outside the Travel Programme

During the trip, participants will have periods of free time at their disposal. Participants are responsible for organising and spending this free time at their own discretion.

During these periods, participants may arrange private activities either alone or together with other participants or the host. Such activities may include, for example, visits to restaurants, walks, time at the beach, swimming, snorkelling, cycling, water sports activities, the use of scooters, or comparable activities.

Such activities do not form part of the agreed travel programme unless they are expressly designated as a travel service provided by the tour operator. They are neither organised nor offered as a travel service by the tour operator.

Each participant is solely responsible for deciding whether to take part in any such private leisure activity. In particular, each participant is responsible for ensuring that they comply with the personal requirements, risks, safety regulations and, where applicable, any required driving licences or other permits or authorisations associated with the respective activity.

The tour operator assumes no responsibility for the performance of private leisure activities undertaken by participants on their own initiative outside the agreed travel programme and which are not organised, booked or arranged by the tour operator.

Statutory rights and liability obligations of the tour operator shall remain unaffected.

13. Termination Due to Extraordinary Circumstances

If the trip is significantly affected as a result of unavoidable and extraordinary circumstances, either party may terminate the contract. In such a case, the travel price shall be refunded; no further claims shall exist.

14. Insolvency Protection

Customer payments are protected against insolvency in accordance with Section 651r of the German Civil Code (BGB). The relevant insolvency protection certificate shall be provided to the traveller together with the booking confirmation.

15. Passport, Visa and Health Requirements

The traveller is responsible for complying with all applicable passport, visa and health requirements. Relevant information will be provided with the travel confirmation.

16. Dispute Resolution / Place of Jurisdiction

German law shall apply. To the extent legally permissible, the place of jurisdiction shall be the traveller’s place of residence or the statutory place of jurisdiction. The tour operator does not participate in dispute resolution proceedings before a consumer arbitration body.

17. Severability Clause

Should any individual provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

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