

## **Contractual terms for the organization & performance of travels**

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

1.1 By registering, the customer offers to the travel operator Cilentano GmbH („Cilentano“) the binding conclusion of a contract on the basis of the travel description in the online advertisement and on the basis of these contractual terms. Registration is made by the applicant also for all participants listed in the registration for whose contractual obligations the applicant is liable in the same manner as for his own obligations, provided that he has assumed this obligation by express, separate declaration.

1.2 The travel contract comes into effect upon Cilentano's acceptance of the customer's registration. Cilentano passes on to the customer the confirmation of the conclusion of the contract with the booking confirmation on a durable data medium either directly or via the travel mediator (only in the case of Art. 250 § 6 sect. 1 sent. 2 EGBGB (Introductory Act to the Civil Code) in paper form) and transmits the insurance certificate which insures and covers all customers' payments in case of the travel operator's bankruptcy/insolvency. Should the contents of the booking confirmation differ from the contents of the registration, this constitutes a new offer under observance of the pre-contractual information obligation by Cilentano, which Cilentano is bound to for 10 days. Within this period, the customer can accept the new offer by express or conclusive statement (e.g. a down payment), upon the basis of which the travel contract with the new contents comes into effect.

### **2. Payments**

After receipt of the booking confirmation and the insurance certificate, a down payment of 20 % toward the travel price falls due and has to be effected. The deposit is credited toward the total travel price. The balance of the total travel price falls due and has to be settled four weeks before the start of the travel, when the travel is sure to be performed and, above all, cannot be canceled anymore pursuant to section 6.1, and it must have been transferred to Cilentano without further notice to do so. Timeliness of the payment is determined by the latter's ultimate availability to Cilentano.

### **3. Services**

The services owed under the contract result from the description of the services by Cilentano within the concrete general description of the respective travel in connection with the individual travel confirmation which confirms the conclusion of the contract.

### **4. Changes to price and contract after conclusion of contract, significant changes to contract, rights of the customer**

4.1 Cilentano reserves the right to unilateral increase of the travel price after conclusion of the contract, if this increase in price results directly from a) a price increase for the transport of persons due to higher costs of fuel or other energy sources, b) an increase in taxes and other charges for stipulated travel services, such as tourist taxes, port or airport dues, or c) a change in the exchange rate relevant to the respective package holiday, provided these circumstances have actually occurred

after the conclusion of the contract and were unforeseeable at the time the contract was concluded. In the cases mentioned, the travel price changes to the extent to which the increase of the factors mentioned in a) to c) affects the travel price per person. Should this be the case, Cilentano will immediately, in clear and comprehensible terms, inform the customer on a durable data medium (e.g. by e-mail) about the increase in price as well as the reasons for the increase and, at the same time, about the calculated price increase. An increase in price becomes effective only if it complies with the requirements mentioned here and the customer is informed 20 days prior to the start of the travel at the latest. An increase in price charged later than 20 days prior to the start of the travel is invalid. Particular attention is drawn to Cilentano's obligation to price reduction pursuant to section 4.2.

4.2 The possibility of an increase in price is stated in section 4.1. Likewise, the customer has the right to price reduction, if and insofar as the prices, fees or exchange rates mentioned in section 4.1 a) to c) change after conclusion of the contract and prior to the start of the travel and result in lower costs for Cilentano. Should the customer have paid more than the amount owed according to the aforementioned, the surplus has to be refunded by Cilentano. Cilentano has the right to subtract from the amount to be refunded any actual administrative expenses it has incurred and upon request of the customer has to provide evidence for the amount of these expenses.

4.3 Cilentano reserves the right to unilateral change of other contractual terms apart from the travel price, provided the changes are insignificant, do not impair the overall arrangement of the travel booked and are not brought about against good faith (e.g. in case of changes in flight time up to 4 hours, changes to routes). Cilentano has to inform the customer on a durable data medium (e.g. by e-mail, SMS) in clear, comprehensible and prominent terms about the change. The change is valid only if it complies with these requirements and is stated prior to the start of the travel.

4.4 Significant changes to contract: Should the increase in price reserved under section 4.1 exceed 8 % of the travel price, Cilentano cannot put it into effect unilaterally. Cilentano can, however, offer to the customer an appropriate price increase and request that within a certain and reasonable time limit he (1) accept the offer of price increase or (2) declare his withdrawal from the contract. The offer with an increase in price must be submitted 20 days prior to the start of the travel at the latest. If, due to a circumstance occurring after the conclusion of contract, Cilentano is able to perform the travel only by significantly changing one of the essential characteristics of the travel services (Art. 250 § 3 sect.1 EGBGB) or only by not complying with special demands of the customer, which have become content of the contract, sentence 2 of this section 4.4 applies accordingly, i.e. Cilentano can offer to the customer the respective other change to contract and request that within a certain and reasonable time limit he (1) accept the offer of a change to contract or (2) declare his withdrawal from the contract. The offer of such other change to contract cannot be submitted after the start of the travel.

4.5 In its offer regarding an increase in price or other change to contract pursuant to section 4.4 Cilentano can alternatively submit to the customer an offer for

participation in a different package holiday (alternative travel arrangement), about which Cilentano has to inform the customer pursuant to Art. 250 § 10 EGBGB.

4.6 After expiry of a time limit specified by Cilentano pursuant to section 4.4, the offer for an increase in price or other change to contract is considered accepted.

4.7 If the customer withdraws from the contract pursuant to section 4.4, Sect. 651h subsect. 1 sent. 2 and subsect. 5 BGB (German Civil Code) apply accordingly. If, as a consequence of the customer's withdrawal, Cilentano is obliged to refund the travel price, Cilentano has to do so immediately, in any case within 14 days after the withdrawal. Claims of the customer pursuant to Sect. 651i subsect. 3 (7) BGB remain unaffected.

## **5. Withdrawal of the customer, replacement by third party**

5.1 The customer can withdraw from the travel at any time before the start of the travel. Receipt of the declaration of withdrawal by Cilentano shall be decisive. The customer is recommended to declare his withdrawal in writing.

5.2 If the customer withdraws from the travel contract, Cilentano loses its claim to the stipulated travel price, can, however, demand an appropriate compensation from the customer. For this reason, Cilentano has fixed the following lump-sum compensations, which are determined by the period between the declaration of withdrawal and the start of the travel, the value of the expenses expected to be saved by Cilentano and the expected acquisition by disposing otherwise of the travel services, as a percentage of the travel price, based on the time and date of the customer's withdrawal:

- up to the 30th day before the start of travel 20%
- from 29th to 22nd day before the start of travel 30%
- from 21st to 14th day before the start of travel 40%
- from 13th to 7th day before the start of travel 50%
- from 6th to 1st day before the start of travel 80%
- no-show thereafter 90%.

The customer is free to prove that Cilentano has not incurred any damage at all or only to a significantly lower amount than the lump sums applied. Should Cilentano be obliged to refund the travel price after withdrawal of the customer, Cilentano has to do so immediately, in any case within 14 days after his withdrawal. Cilentano is not entitled to compensation if unavoidable, extraordinary circumstances at the place of destination or in its immediate surroundings significantly impair the performance of the travel or the transport of persons to the place of destination.

5.3 The customer can, within a reasonable time limit before the start of the travel, declare on a durable data medium (e.g. by e-mail) that a third party is to assume his rights and duties resulting from the travel contract. Timeliness of this declaration is given, if Cilentano receives it 7 days before the start of the travel at the latest. Cilentano can object to the entry of the third party, if this third person does not fulfill the contractual travel requirements. If a third party enters into the contract, he and the customer as joint and several debtors are liable toward Cilentano for the travel price and for the additional costs resulting from the entry of the third party. Cilentano can

claim compensation of additional costs only if and insofar as these are reasonable and Cilentano has actually incurred these expenses. Cilentano has to furnish proof to the customer of the amount of the additional costs resulting from the entry of the third person.

## **6. Withdrawal and termination by Cilentano**

6.1 Cilentano can, up to 4 weeks before the start of the travel, withdraw from the contract and cancel the trip, if the minimum number of participants has not been reached, provided that in the pre-contractual information Cilentano has explicitly pointed out the minimum number of participants and the time before the stipulated start of the travel up to which the traveler must have received the declaration of withdrawal and provided that the minimum number of participants and the deadline for withdrawal are stated in the travel confirmation. Cilentano can also withdraw from the contract before the start of the travel, if due to unavoidable, extraordinary circumstances Cilentano is not able to fulfill the contract. Cilentano must then declare withdrawal immediately after the reason for withdrawal is known.

6.2 If Cilentano withdraws from the travel contract pursuant to section 6.1, it is not entitled to claim the stipulated travel price. Payments toward the travel price are refunded to the customer immediately, within 14 days at the latest, after the withdrawal of Cilentano.

6.3 Should the traveler, in spite of a warning from Cilentano, show permanent disruptive behavior or behave contrary to the contract to such an extent that continuation of the contractual relationship until the termination date agreed upon or until the end of a period of notice is unacceptable, or behave severely contrary to the contract in any other way, Cilentano has the right to terminate the contract without observance of a time limit. In this case, Cilentano's claim to the travel price remains unaffected, less the value of saved expenses and, as the case may be, effected reimbursements by service providers or similar benefits derived from alternative use of the service not used. Possible additional costs for repatriation have to be paid by the disrupter.

## **7. Duties of the customer, remedy, time-limit before termination by the customer**

7.1 The customer has to report any defects/deficiencies without undue delay either to the local representative of Cilentano or under the address/telephone number specified below and to request remedy to be provided within a reasonable period. The contact number is always stated in the booking confirmation. Should Cilentano not have been able to provide remedy due to the customer's culpable failure to report the defect, the customer is not entitled to assert the rights pursuant to Sect. 651m BGB or to demand damages pursuant to Sect. 651n BGB. If the customer requests remedy, Cilentano has to provide remedy for the travel deficiency. Remedy can be refused, if it is impossible to be provided or if, taking into account the extent of the defect and the value of the travel service concerned, the remedy involves disproportionate expenses. Cilentano can provide remedy by providing an alternative service of equal or higher value. Should Cilentano be entitled to refuse remedy of the

deficiency and should the deficiency concern a significant part of the travel services, Cilentano has to offer remedy by appropriate alternative services.

7.2 Should a travel be severely affected due to a deficiency and should Cilentano not provide remedy within a reasonable period of time, the customer can terminate the travel contract within the framework of legal regulations; for the sake of proof, the termination should be declared in writing. The customer need not specify a time limit only if Cilentano refuses remedy or if immediate remedy is required. If the customer terminates the contract, Cilentano is entitled to the stipulated travel price concerning the travel services performed and the services yet to be performed for the conclusion of the package holiday; claims of the customer pursuant to Sect. 651i subsect. 3 (6) and (7) BGB remain unaffected. For travel services not to be performed anymore Cilentano cannot claim the stipulated travel price; payments made for these services have to be refunded to the customer of Cilentano. Cilentano is obliged to take the necessary measures resulting from the termination of the contract, in particular, if the contract includes the transport of the customer, to provide with undue delay for his return transport/repatriation; the means of transport used in this case must be equal to the one agreed upon in the contract. The additional costs for repatriation/the return transport have to be paid by Cilentano.

7.3 The customer is obliged, in the event of service disruptions, to co-operate within the scope of legal regulations concerning the duty to avert, minimize or mitigate damages, to avert possible damages or keep them as small as possible. As to the travel documents the following applies: The customer has to inform Cilentano, if he does not receive his necessary travel documents within the time limit stated by Cilentano.

## **8. Liability and limitation of liability**

Cilentano's liability by contract for damages which are not bodily injuries and have not been brought about culpably is limited to three times the travel price. This limitation of liability is not valid for claims for lost baggage according to the Montreal Convention.

## **9. Duty to inform about the identity of the operating airline**

Pursuant to EU-VO No. 2111/05 (European regulation) Cilentano is obliged to inform the customer, at the time of booking, about the identity of each airline which might perform flight services within the scope of the travel booked. Should the operating airline/s not be determined at that time, Cilentano has to name the airline/s which is/are likely to operate the flight/s and has to make sure with undue delay that the customer is immediately informed about the identity of the airline/s as soon as it/they has/have been determined. This also applies in case the operating airline changes. The EU Black List (air safety list) is found on the website [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_de](https://ec.europa.eu/transport/modes/air/safety/air-ban_de) and on the website of Cilentano.

## **10. Passport and visa requirements, health regulations**

Cilentano informs the customer about passport and visa requirements of the country of destination, including the approximate periods for obtaining visas as well as health

regulations formalities (e.g. statutory vaccinations and medical certificates) which are required for the travel and the stay.

## **11. Data protection**

Cilentano informs you about the processing of your personal data in the privacy statement on its website and when contacting Cilentano in the data protection notice. When processing personal data, Cilentano complies with the provisions of the BDSG (Federal Data Protection Act) and the DSGVO (General Data Protection Regulation). Personal data are all data that refer to a person personally (e.g. name, address, e-mail address). These data are processed as far as is necessary for the appropriate processing of your inquiry, booking inquiry, for the execution of pre-contractual measures or for the fulfilment of the travel contract. Pursuant to Art. 6 sect. 1 sent. 1 lit. b GDPR data processing is permitted for the purposes mentioned. Your data are not passed on to unauthorized third parties without your express consent. The customer has the right to access his/her stored personal data at any time, to request information about them, to have them changed, corrected or erased, to have their processing restricted, to object to their processing, to have them transferred or to complain to a supervisory authority about the processing (all rights of Art. 15 to 20 GDPR). The data are erased if they are no longer required for the fulfilment of the contract or if their storage is legally inadmissible. Should your personal data be processed on the basis of legitimate interests pursuant to Art. 6 sect. 1 sent. 1 lit. f GDPR, you have the right to object, pursuant to Art. 21 GDPR, on grounds relating to your particular situation, to the processing of your personal data. You can exercise your right of objection by sending an e-mail to [info@cilentano.de](mailto:info@cilentano.de) or by contacting Cilentano at the address specified below. By sending a message to [info@cilentano.de](mailto:info@cilentano.de) the customer can also object to the use or processing of his data for purposes of advertising, market or opinion research or for marketing purposes at any time free of charge.

## **12. Miscellaneous, information about ODR and arbitration**

12.1 The invalidity of individual provisions does not result in the invalidity of the entire travel contract. It is exclusively German law that shall apply to the contractual and legal relationship between the customer and Cilentano. Should the customer be a merchant or a legal entity under private or public law or a person domiciled or habitually resident abroad or a person whose domicile or habitual residence is not known at the time the action is filed, the place of jurisdiction shall be the registered office of Cilentano.

12.2 The European Commission provides an online dispute resolution (ODR) platform for out-of-court settlements of consumer rights disputes concerning travel contracts concluded by way of electronic transaction, which the customer can access at <http://ec.europa.eu/consumers/odr/>. Dispute resolution proceeding before a consumer arbitration body: Cilentano does not participate in any such voluntary dispute resolution proceedings and is not legally obliged to do so. There is no internal appeals procedure.

**Travel operator:**

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Registered office of the company: Regensburg

Registry Court of Regensburg, HRB: 15386, VAT-ID: DE306338824

Phone: 0049 (0)941 / 56 76 46-0

Fax: 0049 (0)941 / 56 76 46-1

Essential features of the service: Performance of package holidays

Liability insurance: Dialog Versicherung AG, 81718 München

Scope of insurance cover: worldwide

The contract is governed by German law: cf. section 12.1

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