



### **General travel conditions**

By booking the customer accepts the following travel conditions. Deviations in the respective travel advertisement have priority. A possible objection to the travel conditions must be made in writing (by letter, fax or email) at the latest 3 days after receipt of the booking confirmation.

Seychelles-info.com / SiTours is basically only acting as an agent for the booking of hotels, ferries and car hire from the appropriate service providers in the Seychelles. As an intermediary, the obligation is taken to seek to obtain a claim on the services of others (tour operators, ferry companies, hotels, car rental companies).

As far as services of foreign entrepreneurs (service providers, tour operators, hotels, ferries, rental cars) are mediated, foreign law can also be applied.

### **Booking and contract conclusion**

The booking can be made by telephone, in writing and electronically (eMail or via the booking tool on our website). The mediation contract is deemed to be completed as soon as the customer has announced his booking request (clear declaration of intent).

The agent is obliged to send the passenger a confirmation of the travel contract (travel confirmation) after conclusion of the contract as soon as the service has been confirmed by the service provider.

At the time of booking, the agent may ask for a deposit. The balance is payable when handing over the travel documents or directly at the service provider (tour operator or hotel, car rental, ferry).

### **Information obligations of the intermediary**

The agent is obligated to present the service of the organizer or other service provider (hotel, rental car, ferry) to be mediated, taking into account the particularities of the respective contract and the circumstances of the destination country or destination to the best of its knowledge.

### **Pay:**

The required down payment for the mediated service is to be paid directly to the agent. The payment by bank transfer or by direct debit is basically free of charge. Other forms of payment (PayPal, credit card, Sofortüberweisung) are also possible under the conditions stated on the website and, if necessary, with additional costs.

The down payment is deducted from the service provider (organizer, hotel, car rental, ferry) locally. For certain services, for technical and / or organizational reasons, a 100% prepayment may be required, for example for ferry bookings in the Seychel



## Legal status and liability

The liability of the intermediary extends to:

- the careful selection of the respective organizer or service provider as well as the careful evaluation of gained experience;
- the proper provision of services, including a corresponding one

Informing the customer and creating the travel documents;

- the demonstrable forwarding of advertisements, declarations of intent and payments between the customer and the mediated company and vice versa (such as changes to the agreed service and the agreed price, resignation declarations, complaints).

The agent is not liable for the provision of the service provided or obtained by him.

The agent must notify the customer of the name and address of the service provider (tour operator, hotel, rental car, ferries) with the travel confirmation, unless this information is already in the brochure, catalog, website or other detailed advertising documents.

If this fails, he is liable to the customer for the resulting damage.

In no case does the agent himself act as organizer, even if several services (possibly also from different service partners) are booked together.

service disruptions

If the intermediary violates the obligations incumbent on him from the contractual relationship, he is obliged to compensate the customer for the resulting damage. This does not apply if the mediator proves that he is not guilty of intent or gross negligence.

For breaches of contract due to slight negligence, the intermediary is obligated to compensate the customer for damages incurred up to the commission amount of the mediated transaction.

Resignation and cancellation fees

Unless from the tender documents (usually on the website [www.seychelles-info.com](http://www.seychelles-info.com)) of the respective hotel or the respective one Service provider (hotel, organizer, car rental, ferries, etc.) nothing else is specified, the following cancellation conditions apply as agreed.

until 30th day before departure .....	10%
from 29th to 20th day before departure .....	25%
from the 19th to the 10th day before departure .....	50%
from 9th to 4th day before departure .....	65%
from the 3rd day (72 hours) before departure .....	85%

of the travel price.

If the customer withdraws from the trip prior to departure and the cancellation fees exceed the deposit already paid, the outstanding amount will be claimed by the agent on behalf of the service partner (organizer, hotel, rental car, ferry). The conclusion of a travel and cancellation insurance is recommended.

### Cancellation:

When withdrawing from the contract, please note:

The customer (client) can inform the agent at any time that he withdraws from the contract. For proof reasons, a written cancellation is recommended.

The customer acknowledges that the conditions of the respective service partner are used.

Unless these have been communicated separately or are clearly visible without further information, the standard cancellation conditions stated apply.

Cancellation without cancellation fee:

The customer can cancel under the following conditions without cancellation fee:

- Setting the operation of the service partner before departure (closure of the operation, Bankruptcy, etc.),
- Overbooking by the service partner. If the customer does not accept this, he is entitled to a refund of the down payment for the respective service partner. However, further reservations remain. (It can not be accepted by the customer that all other bookings will also be canceled free of charge and the cancellation fee will be refunded).

**Non-arrival of the trip:**

If the customer misses the arrival because he lacks the desire to travel, or if he misses the journey because of negligence on his part or due to a random accident (no-show) and the remaining travel service can not be claimed, then the Obligation to pay for the service. The cancellation fee in this case is 100% of the tour price. This applies in particular to flight or ferry delays or cancellation.

**Liability:**

The agent assumes no liability for any damage to persons or movable property suffered. This applies in particular to the typical nature of hotel facilities as well as rental cars and ferry companies.

A liability for slight negligence is excluded in any case.

**Price increases:**

The prices listed on the tender documents (website) are researched as best as possible. Nevertheless, a price increase can take place after conclusion of the contract or before arrival. An increase of the travel price by a maximum of 5% before departure is only

permissible if there are more than 4 months between the conclusion of the contract and the agreed travel date and the circumstances leading to the increase did not occur before conclusion of the contract and were unforeseeable at the time the contract was concluded.

Providing information to third parties:

Information about the names of the participants and the whereabouts of travelers are not given to third parties, even in urgent cases, unless the traveler has explicitly requested information.

The costs arising from the transmission of urgent messages are borne by the customer. It is therefore recommended to travel participants to inform their relatives the exact holiday address.

**Claim:**

Any complaints about the services booked must be communicated immediately in writing to the respective service provider (hotel, rental car, ferry, etc.).

After departure, complaints can no longer be accepted by the agent. If a notice of defects is omitted from the owner and attached to the intermediary only after the return journey, we can only forward the complaint or notice of defect. For any defects of the accommodation only the owner or operator is liable.

**Unused services:**

If the customer does not use individual travel services for reasons attributable to him, he is not entitled to a pro-rata refund. If the customer commissions the intermediary to claim the costs owed by him from the service partner, the intermediary is entitled to compensation for his intervention costs. This also applies if the fault lies

with the service partner. Any reclamation should therefore place the customer directly on site to the service partner (organizer, hotel, car rental, ferries).

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