

GENERAL TERMS AND CONDITIONS

Blue Voyage Cruises Pvt. Ltd.

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1. The Travel Contract

By requesting a booking, you offer to conclude a travel contract with us. This request, which can be made in writing, orally or by telephone, is binding on you. It shall also apply to all the persons included in it. You shall be responsible not only for fulfilling your own contractual obligations but also for fulfilling those of the persons in the booking request insofar as you have assumed a corresponding obligation by means of an explicit separate declaration. The contract shall take effect if we accept your offer. This acceptance need not be made in any particular form. If the contents of the booking confirmation deviate from those of your booking request, our booking confirmation shall constitute an offer to which we shall be bound for 10 days. The contract shall take effect on the basis of this new offer if you declare to us within this period that you accept it; a payment without an explicit acceptance shall likewise constitute acceptance.

2. Payment

When you receive the booking confirmation, a payment in the amount of 50% of the total price of the travel booked ("trip") is to be rendered without further request. Please pay the remaining amount so that we receive it at least 30 days before the trip begins.

3. Travel Documents

After payment has been made for the trip (point 2), the travel documents can be collected from us or the travel agency that accepted the booking request 7 days before the trip begins. Alternatively, upon written request, the travel documents shall be sent to the person who submitted the booking request at this person's expense and risk. If, in this case, the travel documents are not received by this person at least 7 days before the travel begins, then we must be notified without delay.

4. Services and Prices

The scope of the contractual services is given by the services description on the website and the statements in the booking confirmation that refer to it. Subsidiary agreements that change the scope of the contractual services must be explicitly confirmed by us in writing. Travel agencies are not authorised to issue binding declarations for us. The prices stated are based on accommodation in a double room. If no double room partner is available, then a single room surcharge will have to be paid. The travel price applies to the services stated on the website. We reserve the right to correct errors, printing errors and calculation errors. Ancillary costs such as landing, airport, embarkment, disembarkment, visa, visitors' and transfer charges, etc. are only included in the price insofar as this is stated explicitly in the description. Otherwise, they shall be paid by the traveller, at the location as applicable, whereby expenses for ancillary services such as, for example, provision of visas and foreign currency as well as for telephone calls, faxes, and telegrams shall be paid by the traveller. The trip shall begin and end at the times and places stated in the booking confirmation. The corresponding departure times shall be stated in the travel documents. If a traveller - for whatever reason - does not appear at the prescribed place at the prescribed time, or if the traveller has to be excluded from the travel because of incomplete travel papers or non-compliance with transportation requirements, then this shall be treated as cancellation of the contract by you pursuant to point 6. In the case of travel by air, the regulations of the airline shall apply. This shall also apply to the possibility of taking luggage with you. Please inform yourself at least 24 hours, but no more than 48 hours, before the return travel of the exact departure time by asking the tour operator or airline. If you do not do this and you miss your return travel, you shall be responsible for paying any resulting additional costs.

5. Changes to Services and Prices

Changes to and deviations of individual travel services from the contents agreed in the travel contract that become necessary after the travel contract takes effect and are not brought about by us contrary to good faith are permitted insofar as they are not significant and do not impact the overall character of the trip that has been booked. Any applicable warranty claims remain unaffected insofar as the changed services are seriously defective. We are obligated to notify you of any changes or deviations without delay. As applicable, you will be offered a rebooking or withdrawal from the contract at no extra charge to you. Insofar as the trip is to begin more than 4 months after the date of the booking confirmation, we reserve the right to change the travel price for the case that operating costs, transportation rates, fuel prices or currency exchange rates have undergone lasting changes in the meantime.

6. Cancellation by the Customer, Rebooking, Substitute Person

You can cancel the trip at any time before it begins. The time of cancellation is the time when your declaration of cancellation is delivered to us. We recommend that you declare a cancellation in written form. Rebooking is only possible after the trip that was booked has been cancelled. Rebooking is possible whenever a cancellation is possible. If you cancel the travel contract or do not travel even though you did not cancel the travel contract, then we shall be entitled to charge you the following fees per person in order to compensate us for our work and cover processing and reservations costs:

Cancellation up until 30 days before the trip begins: 25% of the travel price; cancellation on or after day 29 before the trip begins: 100% of the travel price.

In all other cases we may, at our discretion, also charge for the expenses that we have incurred plus a general costs amount of € 25.00 per person. Up until the trip begins, you can let a third party take the trip in your place. You will then have to pay the actual additional costs that we incur, which in any case will be the general costs amount of € 25.00 per substitute person. We can object to a choice of substitute person if the proposed substitute fails to meet all the special requirements of the trip or if acceptance of this person would be contrary to statutory regulations or any dispositions of governmental authorities. The foregoing general costs amount will be reduced insofar as you prove to us that we have not incurred costs in this amount.

7. Services Not Used

If, due to a premature return trip or other compelling reasons, you do not avail yourself of some of the travel services, then we shall endeavour to obtain reimbursement of the expenses which the service providers have saved. This obligation of ours does not apply to fully insignificant services or if reimbursement is in conflict with statutory regulations or the dispositions of governmental authorities.

8. Withdrawal and Cancellation by Us

We can withdraw from the travel contract before the trip or cancel it after the trip has started in the following cases:

a) cancellation by us without observation of a notice period if the traveller continually interferes with the conduct of the trip despite an admonition or if the traveller conducts him- or herself contrary to the contract in such a way that immediate cancellation of the contract is justified. In such a case we shall retain our right to the travel price, whereby we must still reimburse the value of the expenditures that we save by cancelling as well as the advantages that we achieve by having the remaining services rendered to other parties, including the amounts credited to us by the suppliers of these services.

b) withdrawal by us up to 4 weeks before the trip begins if the minimum number of participants announced by us or set by governmental authorities is not achieved, provided our announcement of the trip refers to a minimum number of participants. In all cases, we shall be obligated to inform you without delay if these prerequisites for discontinuation occur and to deliver our declaration of withdrawal without delay. You will then be reimbursed without delay for the entire amount that you have paid.

c) withdrawal by us up to 4 weeks before the trip begins if, even though all options available to us have been exhausted, conduct of the trip would be unreasonable for us because the number of bookings for the trip in question had been so low that conducting the trip anyway would entail accepting an economic loss for the trip in question that lies beyond the limit we can be expected to sustain. If the trip is cancelled for this reason, you will be reimbursed without delay for the entire amount that you have paid.

d) if it is already clear at an earlier time that the minimum number of participants cannot be achieved, then we shall be obligated to inform you.

9. Annulment of the Contract because of Unusual Circumstances

If the trip is significantly hindered, endangered or impacted due to force majeure that was not foreseeable when the contract was concluded, then both you and we can cancel the contract. If the contract is cancelled, then we can demand reasonable compensation from you for the travel services that have already been rendered or must still be rendered in order to terminate the trip. Moreover, in such a case we shall be obligated to undertake all actions required for the travellers to be taken back home, especially if the contract covers return transportation, and you and we shall each bear one half of the additional costs for return transportation. Any other additional costs shall be borne by you. If you do not avail yourself of this right to cancel, you may not assert any warranty claims based on the grounds that would have justified cancellation.

10. Warranty

If the trip is not provided in accordance with the contract, you can demand that this be corrected. We can refuse correction if the effort required is disproportionate. We can also provide relief by rendering substitute performance of equivalent value. You can reject such substitute performance on important grounds that can be perceived as being objective. You can demand reduction of the travel price for the time during which the trip was not rendered in accordance with the contract (reduction is based on the value of the trip pursuant to the contract at time of sale and the value the trip actually had as referred to the time of sale). The right to reduce the price does not apply insofar as you neglected to notify us of the deficiency and you are at fault for this. If we do not render substitute performance within a reasonable period of time or if we declare that substitute performance is not possible, and if the trip is significantly impacted as a result of the non-contractual performance, you can cancel the travel contract. If the contract is annulled accordingly, you will retain the right to return transportation. You will also be liable for the part of the travel price that applies to the services rendered insofar as these services were of interest to you. You can also demand compensation for damages insofar as we are accountable for a circumstance that leads to a defect in the trip.

11. Performance Brokered by Us

When we are not active as organisers but as brokers, we do not assume any liability for fulfilment of the contracts by organisers, transportation companies or providers of lodgings.

12. Liability

We shall be liable in the context of the duty of care of a prudent merchant only if:

a) the trip was not carefully prepared, b) the service providers were not selected and monitored with care, c) the description of services is incorrect, d) the contractually agreed travel services were not rendered properly in accordance with normal practice in the given place, or e) the travel documents were not issued and sent properly.

If, either in the context of or in addition to the trip, transport with public transportation is rendered and a corresponding ticket is issued to you for this, then we render third party services insofar as we state this explicitly in the description of the trip and the booking confirmation, and the corresponding price is stated separately. Then we shall not be liable for providing the transportation itself; rather, any liability in this case shall be governed by the transportation conditions of these companies which are specifically pointed out to the traveller and access to which shall be provided to the traveller at the traveller's request. We shall not be liable:

a) for actions or omissions of individual booking offices and providers of services. These parties are directly and solely accountable to you. If you should have any claims, we shall tell you who they are; b) for correctness, completeness and punctual receipt of the visas provided through us; c) for excursions, diving and sports courses, special events, etc. insofar as these are not expressly designated as part of the hobby programme that has been booked (in these cases the traveller participates at his or her own risk); d) for misdirected or lost luggage, including loss of jewellery, financial securities and valuables or any resulting claims for compensation for damages; e) for impact of the trip or accommodations by force majeure (e.g. strikes, civil commotions, catastrophes, epidemics, etc.); rather, resulting additional costs shall be borne by the traveller; f) for the statements in brochures not issued by us, say in respect to a locality or hotels; g) if a sports programme cannot be conducted due to inclement weather.

There shall be no claims for compensation for damages if time is lost due to the delay of a boat trip or an interruption of the schedule of boat trips caused by malfunctions due to, for example, neglected maintenance of technical devices, engine damages, scraping bottom or collision. We shall also not be liable if events, programmes or parts of programmes have to be cancelled, restricted or are prohibited because of local circumstances or events, celebrations, public holidays, customs, dispositions of governmental authorities, etc.

13. Limitation of Liability

Liability by us is excluded or limited insofar as statutory regulations that are applicable to the services to be rendered by a service provider (such as, for example, the Warsaw and Guadalajara Conventions) likewise exclude or limit the liability of said service provider. In the case of trips with special risks (e.g. diving trips, trips with the character of an expedition, adventure trips), we can generally exclude liability for these risks by issuing an explicit, separate declaration. This, however, does not affect our obligation to prepare the trip carefully and to carefully select the persons and companies employed to render the various services required. We are also not liable for impairment of performance in connection with services that are only brokered as third party services (e.g. sports events) and which are explicitly designated as such in the trip description.

14. Traveller's Obligation to Cooperate

When an impairment of services does occur, the traveller is obliged to do everything that is not unreasonable for him or her to contribute to remedying the disruption and keeping any damages low. In particular, the traveller is obligated to report his or her complaints to the local tour operator without delay, which is instructed to supply a remedy insofar as this is possible. If the traveller neglects to notify a defect and is at fault for this neglect, then the traveller shall not have a right to reduction of the travel price. The local tour operator or agency is not authorised to issue declarations that are binding on us.

15. Exclusion of Claims; Statute of Limitations

Claims based on non-contractual rendition of the trip shall be asserted vis-à-vis us within one month after the contractually agreed date of trip's end. After expiry of this deadline, claims can only be asserted if you were prevented from complying with this deadline without being at fault for this. Claims shall be statute barred after a period of 6 months. This limitations period shall start with the day on which the trip was to end in accordance with the contract. If you have asserted such claims, then the limitations period shall be suspended until the day on which we reject these claims in writing.

16. Insurance

We recommend that you take out insurance for luggage, accident and illness during the trip as well as for the costs of cancelling the trip.

17. Health, Diving Courses

By submitting your booking request, you declare that there are no medical reservations in respect to participating in the trip or the diving programmes. We recommend that before the trip begins you have yourself examined by a physician for your diving fitness. You must follow the instructions of the diving teachers and assistants during the diving courses and programmes. Non-compliance will result in immediate exclusion without any rights to reimbursement. Participants who book a non-limits diving programme must have appropriate diving experience.

18. Regulations Regarding Passport, Visa, Customs, Currency and Health

Insofar as is possible for us, we shall inform you of any important changes of the general regulations given in the trip description. We do not assume any warranty for the information issued. We are also not liable for timely issue and delivery of required visas by the diplomatic representatives in question when we have been asked to procure them unless we are responsible for the delay. The traveller is responsible for complying with the regulations that pertain to passports, visas, customs, foreign currency and health. All disadvantages that accrue from non-observance of these regulations shall be borne by the traveller even if these regulations are changed after the trip is booked. If entry requirements of any country are not complied with or if a visa cannot be issued in time and the traveller is at fault for this, then we can charge the traveller for the corresponding cancellation fees if the traveller is unable to participate in the trip for this reason.

19. Place of Jurisdiction

You can only sue us at our seat of business. In the case of a legal action against the traveller, the residence of the traveller as stated in the booking request is decisive unless the lawsuit is directed against merchants or persons who do not have a general place of jurisdiction in the country of the traveller or against persons who have moved their residence or habitual place of abode to another country or against persons whose residence or habitual place of abode is not known when the legal action is commenced. In these cases the place of jurisdiction is Malé, Republic of Maldives.

20. Ineffectiveness of Individual Stipulations of this Contract

Ineffectiveness of individual provisions of this travel contract shall not result in ineffectiveness of the entire travel contract.