



TCM Group Agentur – Dimitrios Zachos – Falterweg 23, DE-44799 Bochum

General terms and conditions and intermediary conditions

The general terms and conditions, travel conditions and agency conditions of the TCM travel or online travel agency Dimitrios Zachos with the travel portals griechenlandabc.de, ferienwahl.de, inselhüpfen.eu, tourmix.eu, tourmix.tours and ellasnet.de (in the further course we), contain important information for your travel booking. Therefore, read them carefully, because with your booking you accept these travel conditions. They apply to all travel offers.

Preliminary note

Dear travel customer, please pay attention to the following information. Here are some explanations of important terms regularly used in the following:

Organizer

Whoever offers - at least - two individual travel services determined in advance as a whole (§ 651a BGB), for example hotel and flight in a bundle determined in advance. The contracting parties are the traveler and the tour operator. A security certificate must be issued (§ 651k BGB). The travel agency can also be the organizer of the trip.

Intermediary

The person who arranges the travel services between the traveler and the organizer / service provider of the trip (§§ 675, 631 BGB). The travel agency is usually the agent of the trip.

Service provider

The person who provides an individual tourist service via a contractual relationship, e.g. the hotel, airline, etc., which we have arranged for him.

Travel Contract Law

The consumer protection law according to § 651a et seq. of the German Civil Code (BGB) during the initiation and execution of a (package) trip. Regulates the relationship between the traveler and the tour operator.

Related connected travel services

Connected travel services exist when the traveler books at least two different services for the same trip through an intermediary, but separate contracts with the respective service providers are created when contact is made with the travel intermediary or when the contract is concluded within 24 hours through the specific mediation of the travel intermediary. If you book individual services, such as transportation or accommodation separately (individually or in the form of a so-called linked travel service), please also refer to the general terms and conditions of the respective service provider. If you book a package tour, you must observe the General Terms and Conditions of the tour operator with whom you booked the tour.

I Declaration on price and reservation requests

Dear customer, you are interested in one of the tours advertised on our website, which may be offered by several tour operators at the same time. Thank you very much for that!

Non-binding inquiries by form from the above mentioned travel portals

These digital inquiries which are not marked with "Binding Reservation", "Order Confirmation" or "Reservation Order" are only a "Price and Travel Inquiry", therefore not a binding booking or reservation. After a check of the availability and price comparison among selected travel providers (tour operators or individual service providers), I or my employees will work out the best possible travel offer of an individual tour operator or list individual services of several tour operators as associated travel services in a clear form and send it to you by mail. There is no charge for this, unless otherwise agreed in advance, either orally or in writing. In the offer all necessary data such as dates, prospective flight times (if these are available), conditions, the name of the tour operator/s mentioned, to its AGB's linked and the final price absolute for you inclusive any fees and/or service fees listed.

Details and customer money protection

At booking request and before a final booking, you will also receive from me the since 01.07.2018 legally required EU forms with more detailed information of all service providers or tour operators. All tour operators - and I myself - have the legally required insolvency insurance for your protection. When booking, you will receive the security certificate (customer money insurance) with the confirmation, without which you should not make any payments.

The following mediation conditions apply to our mediation services.

1. Mediation of travel and other services for third parties

We act as an intermediary between the organizer of (package) tours and other service providers of tourist services and the customer (traveler) and are not involved as a contractual partner in the provision of the travel service. Our contractual obligation is therefore limited to the mediation of the offered and available trips or services.

The offers presented by us, also on the Internet, do NOT represent a binding contractual offer by us or the respective organizer or service provider. However, by providing his data and placing the booking order, the customer makes a binding contractual offer. The contractual relationship comes into effect when the customer receives a declaration of acceptance. Any confirmations of receipt declared by us (i.e. the mere confirmation that the brokerage order has been received) are not binding.

In the case of an available trip or service, the contract with the customer is concluded with the organizer or service provider when the latter declares acceptance of the customer's offer, which is generally done by issuing a travel confirmation.

We assume no liability for the performance of the booked travel services/offers and give no assurances for the suitability or quality of the offered travel services/offers. The respective tour operator/service provider with whom the customer concludes the contract is responsible for this. We offer the customer all (travel) services of various tour operators and service providers (e.g. for individual travel services or associated travel services) exclusively for mediation as a travel agent, agent of associated travel services or agent of individual travel services.

2. Inclusion of general terms and conditions of tour operators and service providers

The contractual relationship between the customer and the tour operator or service provider shall be governed by the contractual conditions agreed upon therein and the General Terms and Conditions (GTC) of the respective tour operator or service provider or their service providers. These contractual conditions and the General Terms and Conditions (GTC) are named and made available in the individual service descriptions. These may include, for example, terms of payment, provisions on maturity, liability, cancellation, rebooking and repayment, as well as other rights and obligations. The customer is obliged to inform himself regarding the exact content of the applicable contractual conditions and general terms and conditions (GTC) in the offered sources of information, especially if these are offered by reproduction on a website. The customer cannot refer to the ignorance of contractual terms and conditions and general terms and conditions made available to him in this way in a reasonable manner.

3. Obligations of the customer / forwarding of notices of defects

The customer is obliged to check the contract and travel documents of the mediated tour operator / service provider, in particular booking confirmations, flight vouchers, hotel vouchers, visas, insurance certificates and other travel documents handed over to him by us, for correctness and completeness, in particular for compliance with the booking and the mediation order. You are obliged to inform us immediately of any recognizable errors, deviations, missing documents or other discrepancies. If you do not comply with this obligation, an obligation to pay compensation on our part for any resulting damage to you may be limited or completely excluded in accordance with the statutory provisions on the duty to mitigate damages (§ 254 BGB).

Likewise, any other defects in our brokerage services must be reported to us immediately. We must be given the opportunity to remedy the situation. If this notification is culpably omitted, any claims of

the customer from the brokerage contract shall lapse, insofar as a reasonable remedy by us would have been possible. Claims arising from tortious liability remain unaffected.

We shall be deemed to be authorized by the tour operator to accept notices of defects as well as other. We shall be deemed to be authorized by the tour operator to receive notifications of defects and other declarations from the traveler regarding the provision of the travel services and shall inform the traveler immediately of your notifications of defects and declarations. We are neither obligated nor entitled to check the accuracy of the notice of defects or to advise on any claims.

4. Issuance and dispatch of flight tickets/identity of the operating airlines for booked flight services

In principle, airline tickets are issued at the latest 10-14 days before departure and delivered or handed over to the traveler in accordance with the selected method of dispatch. This only applies if the respective airline as travel provider has not specified any other issuing deadlines. We can also issue airline tickets earlier at your request, whereby it is pointed out that from the time of issue, in the event of a cancellation or rebooking request by the traveler, cancellation/ rebooking fees of up to 100% of the travel price may be incurred by the provider. A legal claim to handover exists only on the day of departure. The traveler must note that after the tickets have been issued, in the event of a cancellation/change of booking, a processing fee will be charged by us in addition to any cancellation/change of booking fees charged by the providers.

If the airline offers an electronic ticket ("e-ticket") instead of a paper ticket, an electronic booking code is usually transmitted in text form (usually by e-mail). This must be presented by the traveler at check-in together with an identification document (ID card or passport).

In accordance with EU Regulation 2111/05, we hereby draw attention to the obligation of the travel agent to inform the traveler of the identity of the operating airline for all transportation services on the outbound and return flight prior to the conclusion of the contract, provided that the airline is already known prior to the conclusion of the contract. In this respect, we refer to the information in the respective service description about the airlines used. If the airline has not yet been determined, we will inform you before the conclusion of the contract about the airline that is expected to operate the flight. As soon as the airline has been determined, we will ensure that you receive the information about this as quickly as possible. This also applies to any change in the airlines operating the flight.

5. Insurances

We draw attention to the possibility and possible necessity of taking out suitable insurance, in particular travel cancellation insurance and/or insurance to cover repatriation costs in the event of accident or illness, baggage insurance, foreign health insurance.

The examination of the necessity of the conclusion and the suitability of one of the mentioned or further insurances is incumbent exclusively on the customer.

6 Payment of the price

Insofar as we invoice travel or other services and collect payments in this regard, this is done in the name and for the account of the respective organizer or service provider. The rights to collect service fees due to us remain unaffected.

The terms of payment shall be governed by the General Terms and Conditions (GTC) and other regulations of the respective organizer or service provider. Insofar as we accept payments for organizers of a package tour, we may only demand and accept payments on the tour price before the end of the tour after the security certificate has been issued within the meaning of Section 651 r (4) of the German Civil Code (BGB). In the case of intermediation of associated travel services, we may only accept payments after we have ensured the customer money protection required in accordance with § 651 w para. 3 BGB (German Civil Code) and have handed over the associated security certificate to you.

We reserve the right to charge any chargeback fees for credit card payments or bank debits to the customer.

7. Service charge & merchant margins

Service providers such as airlines or ferry companies do not grant us commissions as travel agents. This makes us as a travel agency a dealer instead of a commercial agent. The service we provide for you as a dealer is therefore charged via a service fee. Our dealer's margin as well as the service fee charged by us (fees see the following paragraph) are already included in the final prices quoted by us in the offer as well as the statutory value added tax included therein.

Inquiries for "price and consulting inquiries" or "individual reservations" require for the preparation not only insider knowledge but also a time effort. Both combined with our know-how and insider knowledge of me and my staff:inside are made by telephone or in writing only against a consulting fee, depending on the effort and duration 29,- to 69,- €, which will be charged with the final payment in case of a binding booking.

7.1 Service Fee & Merchant Margins

The customer commissions us within the framework of an agency agreement (by telephone or e-mail) to advise him with regard to the services of the organizers or service providers and to arrange these

for him. As a rule, service fees are charged for this as follows:

For individual bookings including individual reservations when booking

- Flight (incl. low cost, charter and scheduled flight tickets)

Flight Europe per ticket: 50,00 €

Intercontinental Electronic per ticket: € 85.00

Cancellation/rebooking after a binding reservation per ticket: 25.00 € (plus costs due depending on fare type and service provider)

Seat reservations & special reservations 20.00 € per transaction of the service provider

- Ferries/transfers mediation per transaction: 15.00 € | cancellation/change of reservation: 10,- €

- Hotel/Rental car mediation per transaction: 15.00 € | Cancellation/Rebooking: 10,- €

- Visa procurement (plus visa fees + postage): 25,00 € per passport

Telephone consultation with and without travel recommendations (insider knowledge)

Requests for "price and consulting inquiries" or "individual reservations" require, in addition to insider knowledge, a time commitment for preparation. Both linked with our know-how and insider knowledge of me and my employees:inside take place by telephone or in writing only against consulting fee, depending upon expenditure and duration 29, - to 89, - €, which is settled in the case of a binding reservation with the balance payment. This amount is non-refundable in case of cancellation of the trip, regardless of the reasons.

Consultation and/or preparation of an individual travel offer prior to a booking

Per order/offer 69.- to 99,- €, depending on effort and number of connected services. Will be charged with the final payment in case of binding booking and start of the trip and is non-refundable in case of cancellation.

Costs for coordination, effort, communication & service fees:

The amount of the costs depends on the effort of the connected services. As a rule, from 69.- € per traveler. The costs included in this as effort for offer preparation & advance reservations, tax shares, insurances (insolvency & liability) as well as EDP usage costs are included in our offer price and are separately advertised in the individual listing of invoices/confirmations of a booking as a package or building block trip, if these are charged.

Reminder fees:

Payment reminder or reminder level 1: free of charge

reminder level 2: 20,- €

Reminder level 3: 30,- €

The service fee is to be paid in addition to the claims of the organizer or service provider and is due immediately. In the context of the mediation of package tours, the customer only has to pay a service fee for special services of the mediator listed in the price list, unless something else is agreed individually. Should we have to rebook or cancel trips and services already booked, the travel agent's claim to service fees and/or merchant fees already incurred shall remain unaffected. Any expenses incurred shall also be reimbursed.

8 Cancellation of travel

The cancellation conditions are governed by the General Terms and Conditions (GTC) and other regulations of the respective organizer or service provider for package and building block tours. If service fees (insurance, IT usage costs, etc.) were charged by TCM Reise- bzw. Online Reiseagentur Dimitrios Zachos for individual or several services in the context of package tours as well as building block tours, these will not be refunded under any circumstances. In case of non-payment by the customer, TCM Reise- bzw. Online Reiseagentur Dimitrios Zachos still retains the right to continuously demand the amount demanded in the invoice. Expenses incurred can be charged subsequently.

9 Liability

We are not liable for the mediation success or the provision of the service itself, but only for the fact that the mediation is carried out with the necessary care. When giving advice and information within the scope of the law, we are liable for the careful selection of the source of information and the correct passing on to the customer. There is no liability for the correctness of given information according to § 676 BGB. This does not apply if a special information contract has been concluded or there is an express legal obligation to provide information.

We make every reasonable effort to ensure that the information, software and other data available on the website, in particular with regard to prices, restrictions and dates, are up-to-date, complete and correct at the time of publication.

We do not assume any liability for the correctness, completeness and reliability as well as admissibility of external content, unless we are legally liable in this respect.

We are not liable for the loss, destruction or damage of the documents in connection with the shipment for which we are not responsible. The individual details of the (package) tours and services are based on the information provided by the organizer or service provider. These do not represent any assurance on our part. All services presented on the website are only available to a limited extent. We are not liable for the availability of a service at the time of booking. This does not apply if we were aware of incorrect or inaccurate information or if we should have been aware of such information

when exercising due care and diligence. In this respect, however, our liability for knowledge of such circumstances is limited to cases of intent or gross negligence.

10. Dispute resolution procedure before a consumer arbitration board & place of jurisdiction

We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board and do not participate in dispute resolution proceedings before a consumer arbitration board. In the event that the traveler after conclusion of the brokerage contract his residence or habitual abode outside Germany or if this is unknown at the time the action is brought, unknown at the time the action is brought, the place of jurisdiction shall be the registered office of the travel agency is agreed as the place of jurisdiction. Travel Agency Dimitrios Zachos, Falterweg 23 in 44799 Bochum, Germany

11. Data protection

We are responsible under data protection law for the processing of personal data for the purpose of executing the contract in accordance with Art. 6 S. 1. para. 1 lit. b DS-GVO. The personal data of the customers are processed exclusively for the implementation and processing of the booking. The data will be deleted as soon as they are no longer required for the purpose of their processing, unless we are obliged to store them for a longer period of time pursuant to Art. 6 para. 1 lit. c DS-GVO due to tax and commercial law or other statutory storage and documentation obligations or the customer has consented to storage beyond this pursuant to Art. 6 para. 1 lit. a DS-GVO.

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