

Travel and payment terms

These terms and conditions of travel and payment, which will be sent to you before you book your package tour, are part of the travel contract concluded with us.

1. Scope:

These General Terms and Conditions (GTC) apply to all contracts between us, Patricio Travel GmbH, as tour operator of package holidays (hereinafter in the first-person form, e.g. "we", "us", "our") and you as the person who offers to conclude a travel contract with us (hereinafter in the personal form, e.g. "you"), as well as the travelers. If you and the travelers are not the same person, you and the travelers are jointly and severally liable for the consideration owed under the travel contract. These GTC supplement the statutory provisions. Any provisions to the contrary in the individually concluded travel contract shall take precedence over these GTC. With your travel registration (see section 2) you declare to know and accept these GTC.

2. Conclusion of the travel contract

2.1. With your travel registration on the basis of our tenders and brochures you offer us the conclusion of the travel contract bindingly. The travel contract comes about with the acceptance of the registration by us in Obernzell. About the assumption, for which it requires no special form, we inform you by sending or transmission of the travel confirmation. Travel agencies and agencies act only as mediators.

2.2. If the content of the travel confirmation/invoice differs from the content of the registration, we are bound to this offer for 10 days. The contract is concluded on the basis of this new offer, if you declare the acceptance to us within this period, which can also be done by a payment, as long as we point out the change to you.

2.3. Please notify us immediately if you, as a travel applicant, have not received your travel documents at least 5 days before departure. In this case, assuming your payment is made, we will send the travel documents immediately or, at the departure airport, at the earliest one day before the flight day at the departure airport. If you do not notify us and are unable to travel due to missing travel documents, we must treat this as a fee-based withdrawal.

2.4. You agree that all communication between you and us as the tour operator will take place in electronic form via email. Neither for the delivery of offers, pre-contractual information, travel price insurance certificate, travel documents such as travel confirmations and vouchers, nor for payment reminders and payment warnings, postal delivery is required.

2.5. The contractual partner is the natural person who offers the tour operator the conclusion of a travel contract, unless this person acts in the name and on behalf of a legal person (association or company) and is authorized to do so by an official authority or authorized accordingly. The contractual partner is responsible for all contractual obligations of travelers for whom he makes the booking as for his own.

2.6. You are not entitled to the possibility of additional bookings (adding additional participants to an already existing travel contract). However, we will try to ensure subsequent bookings as far as possible. The travel price of subsequently booked persons may differ from that of the original booking.

3. Payment

3.1. Within 7 days after receipt of the confirmation of travel / invoice, please transfer the deposit shown on the travel confirmation / invoice. This is usually 20% of the travel price. For all package holidays, with Patricio Sport package (tennis, fitness, golf), the deposit is 25% of the overall price. The cost of travel insurance is due in full together with the deposit. The remaining payment is due 30 days prior to departure without further notification. In any case, the security certificate will be handed over or sent to you prior to a payment, because your payments made on the travel price are insolvency-secured in accordance with § 651 k BGB. The security certificate is sent with the travel confirmation / invoice. The fees in the case of a withdrawal, as well as processing and rebooking fees are due immediately.

3.2. Bank transfer is set as the standard payment method. Please always indicate your booking number and your name so that the payment can be assigned.

3.3. For payment by SEPA direct debit, we require a so-called "mandate", which allows the debiting of your current account with the price to be paid (deposit and balance) by way of direct debit. The mandate is part of the confirmation.

3.4. If you wish to pay for your trip by credit card (Master Card or Visa), please let us know when booking. You will receive further information about the payment with the travel confirmation / invoice.

3.5. If the agreed deposit amount is not paid in full even after notice of default or the travel price is not paid by the start of the trip, this entitles us to terminate the travel contract and to charge damages in the amount of the corresponding cancellation fees, provided that there was not already at this time a travel defect entitling to withdrawal. You are at liberty to prove that no or significantly lower costs were incurred. If you do not make your payments on the agreed dates and we therefore have to send you a reminder, we are entitled to charge a reminder fee of € 2.50, whereby you are free to prove that no or significantly lower costs were incurred.

If the travel price for bookings in the short-term range (from 42 days before the start of the trip) is not paid in full at the start of the trip and the balance is paid at the hotel on site, we will charge an additional foreign payment and service fee of € 50.

3.6. If the traveler books additional travel services from a service provider on site, which are not confirmed in the travel contract by us as the tour operator, we are not liable for the proper performance of these services. Payment for such services shall be made directly to the service provider. This applies regardless of whether other services have been confirmed by this service provider or not.

3.7. Overpayment will be refunded after receipt of payment.

4. Services, prices

4.1. For the scope of the contractual services, the specifications in our brochures, as they have become the basis of the contract, as well as the related information in the travel confirmation / invoice are binding. Subsidiary agreements that change the scope of the contractual services require an explicit confirmation

4.2. Your journey begins and ends - depending on your booked stay - on the advertised departure and arrival dates.

4.3. Flight tickets are valid only for the travel days indicated therein. If you want a change, we make every effort to provide a replacement carriage on your account.

4.4. If you do not claim any of the services you have paid for, we can only grant a partial refund to you if the service provider grants you a credit, but not if the service is completely irrelevant.

4.5. If you want to extend your trip, please contact our tour guide as soon as possible. Unless otherwise specified, the price will be calculated according to the seasonal price of the extension week according to our price list. The return flight will then take place within the scope of the still available seat capacity. If the extension makes it necessary to change the originally booked airport, there is no entitlement to substitute transportation. For the short-term rebooking of the return flight, additional cancellation fees may apply.

4.6. In the case of flight and / or hotel changes requested by travelers in the destination area, we reserve the right to charge a reasonable processing fee per person, in addition to any additional costs that may arise.

4.7. By accepting your special requests in our booking office, you confirm that these can only be described as non-binding. We endeavor to meet your request for special services not listed in the service description (Z. 4.1), i.e. rooms in a specific location or adjoining rooms, if possible to suit.

4.8. Child discount: Children under 2 years of age may be carried without the right to their own seat on the aircraft, at a price according to the offer, provided that one adult companion travels with each child. The age at the start of the journey is decisive for all reductions. Exceptions are children who reach the age of 2 during the trip. For these, the conditions and prices for children over 2 years of age apply at the time of booking. For further details on discounts, please refer to the respective valid price lists.

5. Performance and price changes

5.1. Changes or deviations of individual travel services from the agreed content of the travel contract, which become necessary after the conclusion of the contract, are only permitted insofar as the changes and deviations are not significant and we inform you of the change in a prominent manner on a permanent data carrier before the start of the journey. Please ask our tour guide about the exact flight details no later than 24 hours, but not earlier than 48 hours before your return flight. If you do not do this and miss your flight, you may incur additional costs.

5.2. If sports authorities such as the International Tennis Federation (ITF), the German Tennis Federation (DTB) or similar make changes to the sports events/tournaments over which Patricio Travel has no influence, these are permitted, as long as Patricio Travel provides all its own services as advertised.

5.3. After the conclusion of the travel contract, we can demand your consent to a significant change in the essential characteristics of a travel service or your withdrawal from the travel contract free of charge within a reasonable period of time if, due to a circumstance arising after the conclusion of the contract, the implementation of the package tour is only possible with a change in an essential characteristic of a travel service or deviation from special requirements on your part, which have become

part of the contract, and our offer for change is made no later than 20 days before the start of the trip and we inform you immediately after knowledge of the reason for the change on a durable data medium clearly and understandably and in a prominent manner about the change and its reasons. If you do not make a statement within the period specified by us, your consent to the change offered by us is deemed granted. We reserve the right to offer you, in addition to a significant change in the essential characteristics of a travel service, optionally the participation in a substitute trip. If this should be associated with lower costs, we will reimburse you the difference. If the substitute trip is not of at least equivalent quality, we will reduce the travel price in proportion to the value of the substitute trip to the value of the originally booked. The same legal consequence applies in the event of a change. If you withdraw from the travel contract, we will refund the travel price paid immediately, but no later than 14 days. Any further claims for damages or reimbursement of expenses remain unaffected.

5.4. If a flight has to be made to or from a carrier other than the confirmed airport or destination on our behalf or at the behest of a carrier, the carrier will cover the cost of replacement transport - at least up to the amount of a 2nd class train journey - at the originally confirmed rate airport / destination.

5.5. We reserve the right to change the price agreed in the travel contract in the event of an increase in transport costs or charges for certain services, such as airport charges, as follows. If the transport costs that exist at the time the travel contract is concluded, in particular the fuel costs, we can increase the travel price in accordance with the following calculation:

- in the event of a seat-based increase, we can ask you to pay for the increase amount.

- in other cases, additional transport costs required by the transport company per means of transport are divided by the number of seats of the agreed means of transport. We can demand the resulting increase for the single seat from you.

If the charges that exist at the time of concluding the travel contract, such as airport charges, are increased towards us, the travel price may be increased by the corresponding proportionate amount.

- An increase is only permitted if there are no 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 not foreseeable at the time the contract was concluded.

In case of a subsequent change of the travel price we will inform you immediately. Price increases from the 20th day before departure are ineffective. For price increases of more than 8%, you are entitled to withdraw from the travel contract without fees or to request to participate in an at least equivalent trip, if we are able to offer such a trip from our portfolio at no extra cost to you. You must assert these rights immediately after the price increase has been declared.

5.6. The rights specified in the preceding paragraph are also valid in the event of a substantial change of travel and must also be asserted immediately after notification of the material change.

6. Resignation, rebooking, substitute person

6.1. You can withdraw from the trip at any time prior to departure. The resignation must be explained by stating your travel order number. In your own interest and to avoid misunderstandings, we strongly recommend that you declare your withdrawal in writing. Decisive for the resignation date is the receipt of the cancellation at PATRICIO TRAVEL GMBH.

6.2. If you cancel the travel contract or do not travel (for example because of missed connections), we can demand reasonable compensation for the travel arrangements made at our expenses. In calculating the replacement, we usually consider possible other uses of travel services.

6.3. The amount depends on the travel price. As a rule, the resignation allowances, which we must demand for each registered participant in the event of your withdrawal from the journey, are per person or unit as a percentage of the travel price (including any special services such as events or Patricio Sport packages, excluding insurance):

Up to the 30th day before departure	25%
from 29th to 15th day before departure	50%
from 14th to 7th day before departure	65%
from 6th to 3rd day before departure	80%
from the 2nd day before departure or in case of no-show	90%

If different cancellation and rebooking conditions are mentioned for offers and special services, these will take precedence.

You are at liberty to prove that no or substantially lower costs have arisen than shown in the above package holidays or the cancellation rules in the catalog.

6.4. Cancellation of Sport packages

In case of cancellation of pre-booked tennis courses of the PCT Tennis Academy, tennis court pre-bookings, training of the LK Tennis Camps, Fitness Event Packages and Fitness First Memberships, the following cancellation fees apply:

- Before arrival, the aforementioned cancellation scale as per item 6.3 applies.

- On site, before the first session, as well as after the start of the course/event: no refund.

6.5. We reserve the right to assert a claim for a higher, individually calculated compensation instead of the above compensation lump sums, insofar as we can prove that we have incurred significantly higher expenses than the applicable compensation lump sum. In this case, we are obligated to specifically quantify and justify the compensation demanded, considering the expenses saved as well as less what we acquire through other use of the travel services. Our claim for compensation shall not apply if unavoidable extraordinary circumstances occur at the destination or in its immediate vicinity that significantly impair the implementation of the package tour or the transportation of persons to the destination. The existence of unavoidable and extraordinary circumstances is to be assumed if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

6.6. A claim of the customer after conclusion of the contract for changes regarding the travel date, the travel destination, the place of departure, the accommodation, the mode of transport or the sports facilities to be used (rebooking) does not exist. This does not apply if the rebooking is necessary because the tour operator has given no, insufficient or incorrect pre-contractual information to the traveler according to Art. 250 § 3 EGBGB; in this case the rebooking is possible free of charge.

6.7. We kindly ask you to notify us of any change requests only after receiving your travel confirmation/ invoice by stating the travel order number. If changes, for example in terms of travel dates, destination, accommodation, mode of transport or departure airports are made after booking the trip, we will charge a fee of € 35,- per person up to 30 days before departure.

Additional costs incurred by service providers (e.g. airlines) will be charged separately. If the accommodation or the travel date is changed, the travel price for the changed services will be completely recalculated on the basis of the then applicable prices and conditions (price list). If the rebooking leads to the omission of an essential travel service (hotel, flight, sports package, ...), the lump sum compensation (according to section 6.3) will be charged proportionally. Changes in room category, occupancy or board are possible on the basis of the prices and conditions on which the booking was previously based. If the travel price is increased in the case of changes within the accommodation, the above-mentioned fee is reduced to € 15,- per person or is omitted. It is not possible to change a fixed booking to an advance booking. Changes after the above deadline can only be made after withdrawal from the travel contract at the cancellation conditions with simultaneous new booking. This also applies to flight bookings via third-party contingents.

6.8. You can demand that a substitute person take over your rights and obligations from the travel contract by means of a declaration on a permanent data carrier, which we receive up to 7 days before the start of the trip, thereafter only if the declaration is made within a reasonable period before the start of the trip. For the processing costs incurred, we are entitled to charge a flat rate of € 20,- plus any additional costs actually incurred, e.g. to service providers. Participant and substitute person are liable as joint debtors for the travel price. We may object to the change in the passenger's name if it does not meet the specific requirements of travel or if it conflicts with legal regulations or official orders.

6.9. If two or more persons have booked a double or shared room together and no substitute person replaces the withdrawing participant, we are entitled to claim the full room price or, if possible, to place the remaining participants elsewhere.

7. Unused services

7.1. If the traveler does not make use of individual travel services that we were willing and able to provide in accordance with the contract for reasons attributable to the traveler, the traveler shall not be entitled to a pro rata reimbursement of the travel price, insofar as such reasons would not have entitled the traveler to withdraw from or terminate the travel contract free of charge in accordance with the statutory provisions.

7.2 We will endeavor to obtain reimbursement of the saved expenses from the service providers. This obligation does not apply if the services are completely insignificant.

8. Travel Insurance

For your own safety, we recommend the conclusion of comprehensive travel insurance cover, in particular travel health insurance, which also covers the costs of repatriation in the event of accident or illness, as well as a travel cancellation fee with travel cancellation insurance. These are not included in the price. Please note in our tenders the travel protection offers our partner ERGO Travel Insurance AG, Thomas-Dehler-Str. 2, 81737 Munich. When travel insurance is concluded through Patricio

Travel, the insurance contract is concluded exclusively between the traveler and the insurance company in accordance with the relevant insurance conditions. We are not dealing with the settlement of claims.

9. Resignation and termination by the tour operator

9.1. We may terminate the travel contract without notice if the traveler persistently disrupts the performance of the trip despite a corresponding warning from us. The same applies if a traveler behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. We reserve the right to the travel price. Any additional costs for the return transport shall be borne by the disturber himself. However, the organizer must allow for the value of saved expenses as well as those benefits derived from any other use of unused services, including any reimbursements by service providers.

9.2. The tour operator can withdraw from the trip up to 4 weeks before departure if a minimum number of participants specified in the respective service description and in the travel confirmation is not reached. We will inform you, of course, if it becomes apparent at an earlier time that the minimum number of participants can not be reached. The declaration of withdrawal will be forwarded to the traveler without delay. If an alternative trip offered is not suitable for you, you will then be refunded the price paid for the trip immediately.

9.3. In case of cancellation of the organizer according to section 9.2., the traveler is entitled to demand the participation in an at least equivalent other trip, if the organizer is able to offer such a travel out of its portfolio at no extra cost to the traveler. The traveler must assert this right immediately after the cancellation of the organizer. If the traveler does not make use of his/ her right to participate in an equivalent trip, he/she will receive back the paid-in travel price without delay.

10. Warranty/ Duty of cooperation of the traveler

10.1. If the trip is not provided free of travel defects, you can request remedy. Insofar as we were unable to remedy the situation as a result of a culpable failure to report the defect, the traveler may not assert claims for a reduction in price pursuant to § 651m of the German Civil Code (BGB) or claims for damages pursuant to § 651n (BGB). You are obliged to notify us of your defect without delay.

10.2. If you wish to terminate the package travel contract due to a travel defect of the type described in §651i para. 2 BGB (German Civil Code), insofar as it is significant, in accordance with §651l BGB, you must first set us a reasonable deadline for remedial action. This does not apply only if the remedy is refused by us or if the immediate remedy is necessary.

10.3. We would like to point out that loss, damage and delay of baggage in connection with air travel must be reported by you to the responsible airline immediately on site by means of a damage report ("P.I.R.") in accordance with the provisions of aviation law. Airlines and tour operators may refuse reimbursement based on international agreements if the damage report has not been completed. The damage report must be submitted within 7 days in the case of damage to baggage, and within 21 days in the case of delay. In addition, the loss, damage or misrouting of baggage must be reported to us immediately. This does not release you from reporting the damage to the airline in accordance with the above instructions within the above deadlines.

10.4. Our tour guide is not authorized to recognize claims.

11. Liability

11.1. According to the Warsaw Convention the Carrier is liable (also for loss or damage of luggage) limited and only in case of fault. The transport is based on the conditions of the respective transport company, which are made available upon request. Our rights and obligations under the Travel Contract Law and these Conditions are not limited by the terms and conditions of the respective carrier. For performance disturbances, personal injury and property damage in connection with services that are merely provided as third-party services (e.g. sports events, excursions, rental cars, etc.) and which are expressly designated as external services in the travel advertisement and confirmation, we are also not liable for the participation of the tour guide in these special events.

11.2. Participation in sports and holiday activities must be your responsibility. Sports facilities, equipment and vehicles should be checked before use. For accidents that occur during sporting events and other holiday activities, we are liable only if we are at grossly negligent fault.

11.3. Our liability from the travel contract for damages, that are not physical injuries, is limited to the amount of the triple the travel price, 1. insofar as a damage of the travel guest was caused neither intentionally nor roughly negligence or 2. we are responsible for a damage incurred by the traveler solely due to the fault of a service provider.

11.4. Our liability is excluded or limited insofar as the liability of the service provider is also excluded or limited due to international agreements or statutory provisions based on such agreements or statutory provisions which are applicable to the services to be provided by the service provider.

11.5. You must set off against any claims for compensation or reduction of the purchase price against us what you have received as compensation or reduction of the purchase price as a result of the same event in accordance with the provisions of

- international agreements or

- statutory provisions based thereon, or

- in accordance with Regulation (EC) No. 261/2004 (Passenger Rights in the Event of Denied Boarding, Cancellation or Long Delay).

11.6. Travel agencies are not authorized to receive claims.

11.7. Should you have reason to complain against expectation, this must be reported immediately on the spot to our tour guide or the contact person and to demand redress. If the traveler culpably fails to report a defect immediately, there will be no reduction in the travel price. Tour guides are not allowed to accept any claims.

12. Passport, visa and health regulations

12.1. The traveler is responsible for the observance with all important regulations for the execution of the trip. All disadvantages, in particular the payment of cancellation costs, which arise from the non-compliance with these regulations, are at his expense.

Destination Antalya, Turkey: Entry is possible for German citizens with the following documents: (temporary) passport, (valid temporary) identity card, children's passport. It is not possible to enter Turkey with a travel document issued by the Federal Police for emergencies as a passport replacement.

Destination Mallorca, Spain: Entry is possible for German citizens with the following documents: (temporary) passport, (valid temporary) identity card, children's passport.

Destination Croatia: Entry is possible for German citizens with the following documents: valid (temporary) passport, valid (temporary) identity card, valid children's passport.

A visa is not required for the three destinations for a stay of up to 90 days. For detailed, as well as current information, we ask you to inform yourself independently at the Foreign Office.

For all other nationalities we ask you to inform yourself about the regulations at the respective information carrier.

13. Obligation to provide information on the identity of the operating air carrier

13.1. Claims in cases of denied boarding, cancellation and delay according to EU Regulation No.261/2004 are not to be addressed to the tour operator, but to the respective operating carrier (the airline).

13.2. The traveler will be informed of the identity of the operating air carrier(s) at the time of booking in accordance with Regulation (EC) No. 2111/2005. If this has not yet been determined at the time of booking, the air carrier that is likely to operate the flight will be named first. As soon as the identity of the airline has been determined, the traveler will be informed. In the event of a change of operating air carrier(s), the traveler will be informed as soon as possible. The Community list of airlines banned from flying in the European Union is available on the website <http://air-ban.europa.eu> in its current version.

14. Data Protection

The personal data you provide to us will be electronically processed and used to the extent necessary for the performance of the contract. All your personal data will be processed according to German and European data protection law. Further information on the handling of your data can be found in our privacy policy: <https://www.pacificotravel.com/en/datenschutz.html>

15. General provisions

15.1. The ineffectiveness of individual provisions of the travel contract does not result in the ineffectiveness of the entire travel contract. The same applies to the present travel conditions.

15.2. All information in our brochures is published subject to legal or regulatory approvals. Details of these prospectuses correspond to the status at the time of printing.

15.3. The place of jurisdiction is - if you and/ or the travelers are merchants or legal entities under public law or have no general place of jurisdiction in Germany - the seat of us, Passau.

15.4. The travel contract and all agreements concluded on the basis of or in connection with it between you and/ or the travelers and us shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, unless the application of the law of another country, in particular the country of origin of you and/or the travelers or another country is mandatory.

15.5. Recognizable printing and calculation errors entitle us to contest the travel contract.

Active Holidays - since 1996

PATRICIO TRAVEL

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