

## General Terms and Conditions (GTC) of Ventura TRAVEL GmbH for trips of the brand "Asiaventura"

### General Terms & Conditions

The following General Terms and Conditions (T&C), insofar as effectively agreed, become the content of the package travel contract executed between the customer (i.e. traveller) and the tour operator Ventura TRAVEL GmbH (hereinafter referred to as Ventura) for trips of Asiaventura.

When booking a package tour, the contractual partner of the tour operator is the traveller -- in this context, it is irrelevant whether the traveller takes the package tour himself, or whether he has entered into the contract on behalf of another travel participant.

These General Terms and Conditions expressly do not apply if the traveller does not book a package tour but only individual travel services (e.g., hotel only, rental car) from Ventura or if Ventura expressly acts as a travel agent for a package tour of another tour operator or individual travel services (e.g., flight only) or tourist services as defined in the PTRs and separately and unambiguously informs the traveller of this before booking. In these cases, the General Terms and Conditions of Travel / Terms and Conditions of the brokered package tour operator or service provider shall apply, provided that these have been effectively included.

### 1. Execution of the package travel contract

1.1 The following applies to all booking channels:

- a) This offer is based on the travel description by Ventura in the catalogue or brochure valid for the time of travel, on its website, in advertising, or on websites belonging to third parties, in an individual offer, or other medium by Ventura, together with supplementary information by Ventura for the respective trip, insofar as this is available to the traveller at the time of booking.
- b) The traveller is responsible for all contractual obligations of fellow travellers for whom he/she makes the booking, as for his/her own.
- c) If the content of the travel confirmation differs from the travel booking, this travel confirmation is considered a new offer to which Ventura is bound for a period of ten days. The contract will be executed on the basis of this new offer, provided Ventura has pointed out the change and has fulfilled its pre-contractual information obligations in this respect and the traveller declares acceptance to

Ventura within the binding period, either expressly or conclusively, by paying the booking price.

1.2 For a booking that is not booked in electronic business transactions (e.g., by telephone), the following applies:

- a) By registering for the tour (booking), the traveller confirms to Ventura the binding execution of the package tour contract for the persons specified.
- b) The contract is formed upon receipt of the travel confirmation (declaration of acceptance) from Ventura. Upon or immediately after formation of the contract, Ventura will send the traveller a travel confirmation on a durable medium. If the contract is formed while the traveller is physically present, the traveller is entitled to a travel confirmation in paper form; the same applies if the contract is executed outside business premises.

1.3 For a booking that is booked in electronic commerce (e.g. on the Internet), the following applies:

- a) The procedure for online booking shall be explained to the traveller on the corresponding website.
- b) The traveller is provided with a corresponding correction option for correcting his/her entries, deleting or resetting the entire online booking form, the use of which is explained.
- c) The contract languages offered for the execution of the online booking are indicated.
- d) Insofar as the text of the contract is stored by Ventura, the traveller will be informed of this and of the possibility to retrieve the text of the contract at a later date.
- e) By pressing the button "book now", the traveller makes a binding offer to Ventura to enter into the travel contract.
- f) The traveller is immediately confirmed receipt of his booking (travel registration) electronically (confirmation of receipt).
- g) The transmission of the booking (travel registration) by clicking on the button "book now" does not constitute a claim by the traveller to the formation of a package tour contract with Ventura in accordance with his/her booking (travel registration). The package tour contract

is only formed upon receipt by the traveller of Ventura's travel confirmation, which is made on a durable medium.

h) If the booking confirmation is made immediately after the button "book now" has been pressed by means of a corresponding direct display of the booking confirmation on the screen, the package tour contract comes into effect with the display of this booking confirmation, without the need for an intermediate notification of receipt of the booking in accordance with f) above. In this case, the traveller is offered the option to save the booking on a durable medium and to print out the travel confirmation. However, the binding nature of the package travel contract is not dependent on the traveller actually using these options for storage or printing.

## 2. Payment

2.1 After formation of the contract, a deposit of 20% of the booking price shall be due, provided that the risk coverage certificate has been sent to the traveller in text form. If the flights or accommodation services included in the respective offer are due for payment immediately by Ventura's service providers, or if a flight ticket has to be issued immediately after the booking has been confirmed, Ventura reserves the right to charge a higher down payment of at least 30% of the booking price. The traveller will be informed of this by Ventura before the booking is completed in the travel confirmation. Any money paid to an authorised agent of Ventura in respect of a booking including flights is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to Ventura for as long as they do not fail financially. If they do fail financially, any money held at that time by the agent or subsequently accepted from the consumer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to Ventura.

2.2 The remaining amount is due for payment 65 days prior to departure, provided that the tour can no longer be cancelled for the reasons mentioned in section 7.1 and the insolvency insurance certificate has been sent in text form. If a tour can still be cancelled for the reasons stated in Clause 7.1, the remaining amount for this tour is only due at the time when the tour can no longer be cancelled by Ventura.

2.3 In the case of bookings made at short notice (i.e., bookings made at such short notice before the start of the tour that the entire booking price is already due, or Ventura can no longer cancel the tour due to the number of participants not being reached), the entire

booking price is due for payment immediately after the insolvency insurance certificate has been sent in text form.

2.4 Premiums for insurance and other expenses such as individual flights, as well as cancellation and rebooking fees are due for payment in full after invoicing.

2.5 The traveller may choose to pay the travel price by credit card or bank transfer.

2.6 If the traveller fails to make the down payment or final payment by the respective due dates despite having received an insolvency insurance certificate, Ventura is entitled to withdraw from the contract after issuing a reminder with a deadline. Likewise, Ventura is entitled to charge the traveller with the cancellation costs set in section 4.1 et seq. This does not apply only if the traveller has a legal or contractual right of retention, or if Ventura is not willing and able to properly provide the contractual services, or has not fulfilled its legal obligations to provide information on when these payments are due.

## 3. Services, change to services, and change of price after contract execution

### 3.1 Services

a) Ventura's obligation to perform arises exclusively from the contents of the booking confirmation in conjunction with the catalogue or brochure valid at the time of travel, Ventura's website, an individual offer, or any other medium of Ventura, subject to all information, notes and explanations contained therein as well as the pre-contractual information relevant to the booked package tour.

b) Employees of service providers (e.g. airlines, hotels) as well as travel agents are not authorized by Ventura to give assurances or information, or to make agreements that go beyond the travel description, the booking confirmation or the pre-contractual information of Ventura, contradict them or change the confirmed content of the package tour contract.

c) Ventura may offer optional upgrade packages that provide services or rights exceeding those included in the standard travel package. Such upgrade packages may include additional comfort, service, or assistance elements, or may extend or modify existing contractual rights (for example, regarding rebooking or cancellation conditions).

The specific contents, conditions, and any additional costs of the upgrade packages available at the time of booking are described in

the travel advertisement, the booking offer, or other pre-contractual information provided to the traveller. These details become part of the travel contract once the traveller books the respective upgrade package.

d) If a traveller books half of a double room or shared accommodation, Ventura will make reasonable efforts to match the traveler with a suitable roommate. If no suitable roommate can be found before the start of the trip, Ventura reserves the right to allocate a single room to the traveller. In this case, a single room supplement or a proportional surcharge may be charged in accordance with the travel description.

### 3.2 Changes to services

a) Changes to or deviations from individual travel services from the agreed content of the package tour contract – that become necessary after the contract has been concluded and that were not brought about by Ventura in bad faith – are only permitted if the changes or deviations are not significant and do not significantly affect the overall nature of the booked package tour. Furthermore, these changes must be explained before the start of the tour. Ventura must inform the traveller of the change in a clear, comprehensible, and prominent manner on a durable medium.

b) Ventura reserves the right to make specific arrangements or small modifications in the case of small group sizes (defined as four participants or fewer), and/or as outlined in your booking confirmation. Such modifications may include, for example, changes to the size or type of transportation used, or the assignment of different guides, including local or regional guides. Ventura shall inform the traveller of the change in a clear, comprehensible, and prominent manner on a durable medium.

c) In the event of a significant change to an essential characteristic of a travel service, or a deviation from a special requirement of the traveller that has become part of the package tour contract, the traveller is entitled, within a reasonable period of time set by Ventura, to accept the notified change in the travel service or deviation from the special requirement, or withdraw from the contract without incurring cancellation costs, or participate in a substitute package tour offered by Ventura, if applicable.

A significant change may in particular exist if essential components of the trip, which substantially shape the travel experience, are unavailable—for example, the official closure of a key attraction.

If the traveller does not respond to Ventura, or does not respond within the reasonable period of time set, the change or deviation is deemed to have been accepted. Ventura will inform the traveller of this, as well as of the significant change or deviation from a specific requirement, immediately after becoming aware of the reason for the change, together with the notification of the traveller's rights and a deadline for explanation, in a clear, comprehensible, and prominent manner on a durable medium.

d) Any warranty claims remain unaffected insofar as the changed services are defective. If the replacement package tour or changed package tour is not of at least the same quality as the originally owed package tour, the booking price is to be reduced if Ventura incurs lower costs with equivalent quality, the difference is to be reimbursed to the traveller.

### 3.3 Price change

a) Ventura reserves the right to make changes to the advertised price confirmed with the booking. This right exists if the increase in the tour price results directly from an increase in transportation costs due to an increase in the cost of fuel or other energy sources; or an increase in charges such as port and airport taxes, entry fees, or aviation security costs; as well as tax increases on booked services, tourist taxes, or state national park fees.

(aa) If the transportation costs existing at the time of execution of the travel contract, in particular the fuel costs, increase, Ventura may increase the booking price in accordance with the following calculation:

In the case of an increase related to the seat, Ventura may demand the amount of the increase from the passenger. In other cases, the additional transport costs demanded by the transport company per means of transport will be divided by the number of seats in the agreed means of transport. Ventura can demand the resulting increase amount for the individual seat from the passenger.

(bb) If the duties or taxes existing at the time of execution of the travel contract (in particular tourist taxes, port or airport charges, state national park fees) are increased vis-à-vis Ventura, the booking price can be increased by the corresponding, proportionate amount.

(cc) If the booking price is increased due to a change in the exchange rate, Ventura must disclose to the traveller which exchange rate it originally used as a basis for the tour description and at what point in time, with the cut-off point for the exchange rate change being after the date of the conclusion of the contract.

b) An increase in the tour price is only permissible if the circumstances leading to the increase have not yet occurred prior to the conclusion of the contract. A price change by Ventura is only permissible if Ventura informs the traveller in a clear and comprehensible manner on a permanent data carrier about the price increase and the reasons for it. In addition, Ventura must inform the traveller about the calculation of the price increase no later than 21 days before the start of the trip. Ventura is only allowed to increase the price by up to 8 percent.

c) The traveller is entitled to request a price reduction from Ventura of up to 8 percent for the same reasons that would entitle Ventura to a price increase and the changes result in lower costs for Ventura. If the traveller has paid more than the amount owed hereafter, the excess amount must be reimbursed by Ventura. Ventura may deduct the administrative expenses actually incurred by Ventura from the additional amount to be reimbursed. Upon request, Ventura must provide evidence to the traveller of the amount of administrative expenses incurred.

d) If the price increase exceeds 8 percent of the travel price, Ventura cannot unilaterally implement it. In this case, the traveller is entitled, within a reasonable period set by Ventura, to either accept the notified price increase, or to withdraw from the contract without cancellation costs, or to declare participation in a replacement package tour offered by Ventura.

If the traveller does not respond to Ventura or does not respond within the reasonable period set, the price increase is deemed to have been accepted. The traveller will be informed of this by Ventura immediately after becoming aware of the reason for the price increase, together with information about their rights and a deadline for the declaration on a permanent data medium in a clear, understandable and prominent manner. The offer of a price increase must be made to the traveller no later than 21 days before the start of the trip; Ventura cannot accept a later request for a price increase.

e) If the replacement package tour carried out is not of at least equivalent quality to the package tour originally owed, the travel price is to be reduced; if Ventura incurs lower costs for equivalent quality, the traveller is to be reimbursed the difference.

#### **4. Cancellation by the traveller before the start of the trip, transfer of the contract (substitute person)**

4.1 The traveller can withdraw from the package tour contract at any time before the start of the tour. The withdrawal must be declared to Ventura using the contact details provided at the end of the T&C. If

the tour was booked through a travel agent, the withdrawal can also be declared to this agent. The traveller is advised to declare the withdrawal on a durable medium.

4.2 If the traveller withdraws before the start of the trip or does not start the trip, Ventura loses the claim to the booking price. Instead, Ventura can demand reasonable compensation from the traveller. This does not apply if Ventura is responsible for the withdrawal or if unavoidable, extraordinary circumstances occur at the destination, or in its immediate vicinity, which considerably impair the performance of the package tour or the transport of persons to the destination; circumstances are unavoidable and extraordinary if they are beyond the control of the contracting party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 Ventura has defined this compensation claim to which it is entitled in the following cancellation fees. The calculation is made taking into account the time of the cancellation declared by the traveller up to the contractually agreed start of the trip, the expected saving of expenses, and the expected acquisition through an alternative use of the travel services.

The compensation will be calculated according to the date of receipt of the cancellation notice by Ventura or the travel agent as follows:

a) General cancellation fee (as a percentage of the booking price):

- up to 65 days before departure 20%
- from the 64th to the 30th day before departure 25%
- from the 29th to the 15th day before departure 45%
- from the 14th to the 7th day before departure 60%
- from the 6th day before departure 80%
- on the day of departure and in case of no-show 90%

b) Special cancellation fee:

Bookings in which a flight ticket has to be issued immediately after the booking has been confirmed shall always be subject to a 30% cancellation fee until day 30 before departure.

Special offers/specials, individually designed package tours as well as private group tours may be subject to special cancellation conditions, which are expressly referred to in the respective service description or travel description/offer and the travel confirmation.

4.4 In any case, the traveller is at liberty to prove to Ventura that Ventura is only entitled to claim a significantly lower reasonable

compensation as a result of the withdrawal.

4.5 Ventura reserves the right to claim a higher, specifically calculated compensation instead of the above cancellation lump sums if Ventura can prove that substantially higher expenses were incurred than the applicable cancellation lump sum. In this case, Ventura is obliged to specifically quantify the compensation demanded, taking into account the expenses saved and less what it acquires through other use of the travel services, and to justify this at the request of the traveller.

4.6 Ventura expressly recommends the purchase of trip cancellation insurance, including pandemic coverage. Trip cancellation insurance is not part of the package tour contract and generally cannot be reimbursed in the event of cancellation of the travel contract; the same applies to the portion of trip cancellation insurance included in an insurance package.

4.7 If Ventura is obliged to refund the booking price as a result of a cancellation, the refund must be made immediately, but in any case within 14 days of the cancellation.

4.8 The statutory right of the traveller to declare a transfer of the contract to another traveller (provision of a substitute participant) on a permanent data carrier remains unaffected by the above provisions, provided that this notification is received by Ventura no later than sixty-five (65) days prior to departure. In all other respects, the substitute participant and the traveller are jointly and severally liable to Ventura for the tour price and the reasonable and actual additional costs incurred by the substitute participant.

## **5. Rebooking by the traveller before the start of the trip**

5.1 The traveller has no legal claim to a change in the travel date, the travel destination, the place of departure, the accommodation or the mode of transport (rebooking). This does not apply, of course, if a rebooking is necessary due to incomplete or incorrect precontractual information; such a rebooking will be carried out free of charge for the traveller.

5.2 If Ventura makes a rebooking at the request of the traveller in accordance with section 5.1, rebooking fees will be incurred up to the 30th day before departure, which must be paid by the traveller in addition to any new booking price for the rebooked service; the traveller will be informed of any new booking price resulting from the rebooking prior to the rebooking.

5.3 Rebooking fees in accordance with Section 5.2 are due as follows:

GBP 75 per person up to 65 days before departure.

GBP 100 per person from 64 up to 30 days before departure.

In addition, rebooking fees of the airlines (in case flights are included as part of the reservation, and depending on the selected flight fare) and all other costs charged to Ventura by their service providers will always be passed on to the customer.

Bookings in which a flight ticket has to be issued immediately after the booking has been confirmed shall always be subject to a GBP 200 rebooking fee per person, plus any additional differences in airfare prices; these conditions and fees will apply regardless of the time in which the rebooking was requested and processed.

5.4 Rebooking requests from 29 days before the start of the trip can only be carried out, if they can be carried out at all, after withdrawal from the travel contract in accordance with Clause 4.3 under the conditions applicable there and simultaneous re-registration.

## **6. Services not used**

If the traveller does not make use of individual travel services that Ventura has duly offered for reasons attributable to the traveller, including cases where the traveller voluntarily declines to participate in an activity or service for personal reasons, the traveller is not entitled to a proportional refund of the travel price. The same applies if a service cannot be used because the traveller does not meet certain participation requirements—such as the physical fitness or health conditions explicitly described in the trip information and booking confirmation; or if personal limitations (e.g., fatigue, inability to access certain sites, or dietary preferences or restrictions) prevent the traveller from participating in specific activities or services, provided Ventura has fulfilled its precontractual information obligations in this regard. Ventura will endeavour to obtain reimbursement from service providers for any expenses saved. However, Ventura cannot guarantee that such reimbursements will be granted by its providers. This obligation does not apply if the services are completely insignificant or if reimbursement is opposed by legal or official regulations. Ventura recommends the purchase of trip cancellation insurance.

## **7. Withdrawal due to failure to reach the minimum number of participants and termination by Ventura**

7.1 Ventura can only withdraw from the package tour contract due to failure to reach a minimum number of participants if Ventura

a) states the minimum number of participants in the pre-contractual information regarding the booked package tour and the date by which the traveller must have received the declaration before the contractually agreed start of the tour at the latest, and

b) states the minimum number of participants and the latest cancellation deadline in the travel confirmation.

The withdrawal must be declared to the traveller no later than 32 days before the start of the departure. If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, Ventura must immediately exercise its right of withdrawal.

If the tour is not carried out for this reason, Ventura must refund any payments made by the traveller without delay, but in any case within 14 days of the declared withdrawal.

7.2 Ventura can terminate the package tour contract without notice if the traveller, despite a warning by Ventura, persistently disturbs the performance of the tour or behaves in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified; this does not apply if a behaviour contrary to the contract has arisen due to a violation of pre-contractual information obligations. If special requirements have to be met by the traveller for a package tour according to the travel description (e.g., health requirements), a violation of these requirements constitutes a breach of contract. If Ventura cancels the contract, Ventura retains the right to the tour price, but must take into account the value of the saved expenses as well as the advantages Ventura gains from using the unused services for other purposes, including the amounts credited to Ventura by its service providers.

## 8. Obligations of the traveller to cooperate

### 8.1 Travel documents

The traveller must inform Ventura or his or her travel agent with whom he or she booked the package tour if, despite full payment of the tour price, he or she does not receive the required travel documents (e.g., e-ticket receipts, hotel vouchers) within the period communicated by Ventura.

### 8.2 Notification of defects

Ventura is obliged to provide the travel package to the traveller free of any travel defects. Should this not be the case, the traveller is obliged to immediately notify Ventura of any travel defect. To this end, the traveller must immediately notify Ventura's representative on site of the defect. If there is no Ventura representative on site and

if this is not contractually required, the passenger must inform Ventura directly of the defects that have occurred. The contact details of a local Ventura representative and how to reach him or her as well as Ventura's contact details for reporting travel defects can be found in the travel confirmation. The traveller also has the option of submitting his notice of defects to the travel agent with whom he booked the package tour. Ventura's representative is instructed to take remedial action insofar as this is possible. However, he is not authorized to acknowledge claims.

If Ventura was unable to provide a remedy as a result of a culpable failure to report the defect, the traveller can neither assert claims for a reduction in price nor claims for damages.

### 8.3 Setting a deadline before termination

If a traveller wishes to terminate the package tour contract due to a significant travel defect the traveller must first set Ventura a reasonable deadline for remedial action. This does not apply only if Ventura refuses to provide a remedy or if an immediate remedy is necessary.

### 8.4 Baggage delay and damage

a) In accordance with air traffic regulations, the passenger must immediately notify the responsible airline on site of any damage to his or her baggage or loss or delay of baggage by means of a damage report (P.I.R. or property irregularity report) and obtain a confirmation in text form for reasons of evidence. Both airlines and Ventura—if the flight was booked through Ventura—will usually refuse refunds in this regard based on international agreements if the damage report has not been completed. The claim must be filed within 7 days in case of baggage damage, and within 21 days in case of baggage delay.

b) In addition, Ventura must be notified immediately of the damage, loss or delay of baggage in accordance with the provisions of section 8.2, if the flight is part of the package tour booked with Ventura.

Notification to Ventura does not release the passenger from the obligation to report the damage to the responsible airline in due time according to lit. a).

## 9. Limitation of liability

9.1 Ventura accepts responsibility for packages as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018. Subject to these booking conditions, if Ventura fails to arrange or perform package arrangements in accordance with the agreement, they will remedy any resulting lack of conformity. If that is impossible or entails disproportionate costs (taking into

account the extent of the lack of conformity and the value of the arrangements affected), they will instead pay you compensation subject to the other provisions in this clause.

9.2 In relation to all other bookings, Ventura has a duty to select the suppliers of the services making up the booking using reasonable skill and care. Except as stated otherwise in these terms, Ventura has no liability for the actual provision of the services, except in cases where it is proved that they have breached that duty and damage has been caused. Therefore, providing Ventura have selected the suppliers using reasonable care and skill, they will have no liability for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

Please note in relation to all bookings:

it is the traveller's responsibility to show that Ventura or their supplier(s) have been negligent if they wish to make a claim.

It is a condition of Ventura's acceptance of the responsibility above that the traveller informs Ventura and the supplier(s) concerned without undue delay of the lack of conformity perceived; and allow Ventura a reasonable period in which to remedy it. Please contact our local representative at +44 333 041 5142.

9.3 Ventura will not be responsible, make a price reduction or pay compensation for any lack of conformity, injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of arrangements and which were unforeseeable or unavoidable; or
- (c) Unavoidable and extraordinary circumstances as set out in clause 9.5.

9.4 Ventura's contractual liability for damages that do not result from injury to life, limb or health is limited to three times the tour price, insofar as these were not culpably caused. If international agreements or legal regulations based on such agreements apply to a travel service, according to which a claim for damages against the service provider only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, Ventura can also refer to this vis-à-vis the traveller. If further claims arise from international agreements or legal regulations based on these, these remain unaffected by the limitation of liability.

9.5 Ventura is not liable for any disruption of services, personal injury or damage to property in connection with services that are merely

arranged as third-party services (e.g., excursions, sporting events). In this context, these services will be expressly identified as third-party services in the travel description and the booking confirmation, stating the identity and address of the contractual partner arranged in such a clear manner that the traveller can see that they are not part of Ventura's package tour. Ventura is, however, liable for these services if and to the extent that the damage suffered by the traveller was caused by Ventura's breach of its duties to inform, educate, or organize the traveller.

9.6 Ventura is not liable for services which are used by the traveller as part of the package tour and which are not arranged or organized by Ventura or its local representatives, but for example by the hotel or other persons or companies on their own responsibility.

9.7 If the flight was booked through Ventura, Ventura shall issue flight tickets according to the information and names provided by the traveller at the point of booking regardless of booking channel (e.g., Internet or telephone). Ventura shall assume that all and any information and names provided at the point of booking are accurate and are not in conflict with the name of the traveller as it appears on the traveller's passport.

a) The traveller shall be responsible at all times for accurately transmitting the legal names on the passport; checking and verifying upon booking confirmation that all information and names accurately match the legal names on the passport; and informing Ventura at the earliest opportunity of any possible mismatch between the legal names on the passport and the names on the flight ticket issued.

b) When booking on behalf of other travellers on the same booking, the traveller making the booking shall be responsible for ensuring that all travellers on the booking comply with point

9.4.a above.

c) Ventura shall not be liable for issues (e.g., denied boarding) or additional fees (e.g., ticket re-issue costs) due to the traveller's failure to comply with points 9.4.a and 9.4.b above. Any additional costs in these cases shall be invoiced to and payable by the traveller.

9.5 Except where otherwise expressly stated in these booking conditions Ventura will not be liable or pay a price reduction or compensation if contractual obligations are affected by unavoidable and extraordinary circumstances beyond the control of the party who seeks to rely on them which we or the supplier(s) of the service(s) in question could not avoid even if all reasonable measures

had been taken. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute unavoidable and extraordinary circumstances.

## 10. Applicable Law

This contract and all matters arising out of it are governed by English law. We agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday will be dealt with under the European Commission's Online Dispute Resolution Platform which can be accessed using the following link: <http://ec.europa.eu/odr> or by the Courts of England and Wales only. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

## 11. Financial Protection and Insolvency Cover

11.1 Ventura provides security for flight inclusive packages by way of a bond held by the Civil Aviation Authority under ATOL number XXX. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please check your ATOL Certificate or ask us to confirm what protection may apply to your booking.

11.2 We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations, and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder. In which case you will be entitled to make a claim under the ATOL Scheme (or your credit card issuer where applicable).

11.3 If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

11.4 In compliance with the Package Travel and Linked Travel Arrangements Regulations 2018, and in accordance with the requirements of the Deutscher Reisesicherungsfonds GmbH (DRSF), Ventura Travel GmbH has arranged insolvency protection to safeguard customers' prepayments for all non-flight package holidays sold by us as principal. Customers will receive a DRSF Sicherungsschein (security certificate) confirming that their prepayments are protected.

This insolvency protection provides, in the unlikely event of our financial failure:

- a refund of all prepayments made if the customer has not yet travelled;
- continuation of the booked arrangements or, where this is not possible, reimbursement of unused services if the customer is already travelling;
- repatriation, where the package includes carriage and return travel is required.

In the event of insolvency, customers will be contacted by the DRSF and instructed on how to submit any necessary claims via its online reimbursement portal, subject to the terms and conditions of the DRSF protection scheme.

In the unlikely event of financial failure of Ventura Travel GmbH, please contact:

Deutscher Reiseversicherungsfonds GmbH  
Sächsische Straße 1  
10707 Berlin  
Phone: +49 030 – 78954770  
[schadenmeldung@drsf.reise](mailto:schadenmeldung@drsf.reise)  
[www.schadenmeldung.drsf.reise](http://www.schadenmeldung.drsf.reise)

11.5 If the traveller books arrangements other than a package, monies will not be financially protected. Please ask for further details.

## **12. Assertion of claims, consumer dispute resolution**

12.1 Claims must be asserted by the passenger against Ventura. The traveller can also assert claims via the travel agent with whom he/she booked the package tour. It is recommended to assert the claims on a durable medium.

## **13. Passport, Visa and Health Requirements**

13.1 Ventura informs the travellers about general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining any necessary visas, as well as health formalities prior to conclusion of the contract and about any changes to these prior to departure.

13.2 The traveller is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations, and compliance with customs and foreign exchange regulations. Any disadvantages resulting from non-compliance with these regulations, e.g. the payment of cancellation fees, will be borne by the passenger. This does not apply if Ventura has not provided information, has provided insufficient information, or has provided incorrect information.

13.3 Ventura is not liable for the timely issuance and receipt of necessary visas by the respective diplomatic representation if the traveller has commissioned Ventura to obtain them, unless Ventura has culpably violated its own obligations.

## **14. Information on the identity of operating air carriers**

If flights are directly booked with Ventura, the EU regulation on informing passengers about the identity of the operating air carrier obliges Ventura to inform the traveller about the identity of the operating air carrier(s) of all air transportation services to be provided within the scope of the booked trip at the time of booking.

If the operating airline has not yet been determined at the time of booking, Ventura is obligated to inform the traveller of the airline or airlines that will likely operate the flight or flights. As soon as Ventura knows which airline will operate the flight, Ventura must inform the passenger. If the airline named to the traveller as the operating airline changes, Ventura must inform the traveller of the change. Ventura must immediately take all reasonable steps to ensure that the traveller is informed of the change as soon as possible.

The list of airlines banned from operating in the EU (so-called "Black List") can be found on the following website: [https://transport.ec.europa.eu/transport-themes/eu-air-safetylist\\_en](https://transport.ec.europa.eu/transport-themes/eu-air-safetylist_en)

## **15. Consent to the use of photographs and video recordings made during the trip**

By agreeing to the travel contract, the traveller acknowledges that photos or videos in which the traveller is visible may be taken during the trip. These photos or videos may be taken by other travellers, the tour operator, or its representatives. The traveller grants consent to the tour operator and its contractors to reproduce the photographs and videos for marketing purposes in any medium, whether currently known or developed in the future, without any further obligation or compensation to the traveller. Ventura TRAVEL points out that this consent is revocable.

## **16. Loyalty Benefits and Rebooking Vouchers**

Ventura may grant loyalty benefits to travellers for use on a future booking. Such benefits are voluntary, may vary in form and amount, and are subject to change at any time. The specific conditions applicable to a loyalty benefit will be communicated to the traveller at the time it is granted.

Loyalty benefits can be redeemed for any new reservation made within the specified time period after the traveller's return from the preceding trip. Redemption requires that the new booking meets a minimum total value of EUR 1,000 (or GBP 1,000 or USD 1,000) per person.

Loyalty benefits issued by Ventura are valid across all Ventura brands, unless explicitly stated otherwise. They are not combinable with any other promotional price reductions, discounts, or vouchers, unless Ventura expressly allows such combination. Only one loyalty benefit may be applied per booking, and benefits are non-transferable unless Ventura expressly permits exceptions.

The granting of loyalty benefits does not constitute a legal entitlement for future trips, and Ventura reserves the right to modify or discontinue such programs in whole or in part.

Status: DECEMBER 2025

Tour operator:  
Ventura TRAVEL GmbH  
Lausitzer Str. 31

10999 Berlin

Tel. +49 30 6167558-0

Managing Director: André Kiwitz

**Data protection notice:**

The personal data provided by travellers in the course of booking the package tour is processed electronically and used by Ventura TRAVEL GmbH and its service providers (carriers, hotels, incoming agencies, database providers of entry and health regulations) and processed and stored in the AMADEUS/SABRE reservation system (GDS) used worldwide, to the extent necessary for the performance of the contract. Due to a U.S. federal terrorist screening law, airlines are required to provide the flight and reservation information of each passenger to the U.S. Transportation Security Administration (TSA)

prior to entry into the United States. Without this data transfer, entry into the USA is not possible - this also applies to stopovers as well as connecting flights. This data must also be transmitted for flights to other countries that are only tangential to the airspace of the USA.

The provisions of the GDPR apply. The detailed data protection information, including the rights of travellers, is stored at Privacy policy, can be requested under the contact details of Ventura TRAVEL GmbH or will be made available at the time the data is collected (travel request / travel booking).

**Travel insurance:**

Ventura TRAVEL GmbH generally recommends the purchase of travel cancellation insurance and foreign travel health insurance, including coverage of repatriation costs in the event of accident or illness.