

Grey Joy Safari Adventures

Terms and Conditions of Travel

I. General Terms and Conditions of Travel

1. These Terms and Conditions apply exclusively to Grey Joy Safari Adventures (hereafter referred to as the "Tour Operator"). Any conditions of the traveler (hereafter referred to as the "Customer") that contradict or deviate from these Terms and Conditions shall not be recognized, unless the Tour Operator has expressly agreed to their validity in writing.
2. These Terms and Conditions shall also apply if the Tour Operator provides services without reservation despite being aware of conflicting or deviating terms of the Customer.
3. The Tour Operator reserves the right, with the consent of the Customer, to reasonably amend these Terms and Conditions. Such amendments shall be deemed approved if the Customer does not object in writing within six (6) weeks of receiving the notification of changes.

II. Application, Tour Confirmation, and Payment

1. The Customer will receive a customized tour offer from the Tour Operator in English (the contractual language). By registering for a tour, the Customer makes an offer to conclude a travel agreement with the Tour Operator orally, by telephone, in writing, by fax, email, or electronically, based on the customized tour offer and these Terms and Conditions. The travel agreement becomes binding upon written confirmation by the Tour Operator.
2. Upon receipt of the tour confirmation, a deposit of 30% of the total tour price is due. The balance must be settled no later than 45 days before the start of the tour. For last-minute bookings (within 45 days of travel), full payment is required immediately upon confirmation.
3. Payments may be made via wire transfer or standard bank telegraphic transfer. All bank transfer fees are the responsibility of the Customer.

III. Services Provided and Changes to Services

1. The scope of services is based on the description provided in the individual tour itinerary and the specific details confirmed in the Customer's booking.
2. If changes to essential services become necessary after the agreement has been concluded (e.g., hotel reservations, vehicle availability) due to circumstances beyond the Tour Operator's control, such changes shall only be permitted if they are of equal or higher value and do not significantly alter the overall character of the booked tour.

IV. Cancellation by the Customer

1. The Customer may cancel the tour agreement at any time prior to the commencement of the trip. The effective date of cancellation is the date on which written notice is received by the Tour Operator.
2. In the event of cancellation, the Tour Operator is entitled to claim reasonable compensation for services already rendered and for expenses incurred. The following cancellation policy applies:
 - More than 45 days before arrival: Full refund
 - Up to 14 days before arrival: Free date change permitted

– From 45 days before arrival & in case of no-shows: 100% of the total tour price charged

3. Customers are strongly advised to purchase comprehensive travel cancellation insurance.

4. The Tour Operator reserves the right to charge higher, individually calculated cancellation fees in cases where costs exceed the standard policy.

V. Termination of Agreement Due to Force Majeure

1. Both the Tour Operator and the Customer may terminate the travel agreement if the journey is significantly hindered, endangered, or impaired by force majeure (e.g., natural disasters, political unrest, pandemics) that could not reasonably have been foreseen at the time of booking.

2. In such cases, the Tour Operator may claim compensation for services already provided. If return transportation is included in the tour agreement, the Tour Operator will arrange this; the additional costs shall be shared equally (50/50) between the Tour Operator and the Customer. Other additional costs will be borne solely by the Customer.

VI. Obligations of the Customer and Remedies

1. The Customer is required to promptly notify the Tour Operator or the local representative of any complaints or deficiencies and request a remedy. The Tour Operator may decline remedies if they would involve disproportionate costs, but will endeavor to provide alternatives of similar or higher value.

2. If a significant deficiency occurs and is not remedied within a reasonable time frame, the Customer may cancel the agreement. No deadline is required if the remedy is impossible, refused by the Tour Operator, or if immediate cancellation is justified.

VII. Liability of the Tour Operator

1. The contractual liability of the Tour Operator for damages other than personal injury is limited to twice the total tour price per Customer, provided the damage was not caused intentionally or through gross negligence, or in cases where a subcontractor is responsible.

2. The Tour Operator's liability for claims based on property damage due to ordinary negligence is likewise limited to twice the total tour price per Customer.

3. These limitations do not apply to claims arising under the Montreal Convention regarding luggage or to cases of personal injury.

4. The Tour Operator strongly recommends that Customers take out comprehensive travel and medical insurance, including coverage for luggage, accidents, and emergencies.

VIII. Customer's Duty to Cooperate

The Customer is obliged to minimize any potential damage and cooperate within the legal framework to resolve disruptions.

IX. Notification Periods and Claims

1. All claims relating to contractual remedies or damages must be submitted in writing to the Tour Operator within one month of the contractual end of the tour. Claims submitted later will only be considered if the Customer was

prevented from timely submission through no fault of their own.

2. Claims for luggage loss, damage, or delays must be submitted according to international conventions: within 7 days for loss, and within 21 days for delays, after luggage has been delivered.

3. Claims for financial or property damages expire one year after the contractual end of the tour, unless caused by gross negligence or willful misconduct. Claims for personal injury are subject to statutory limitation periods.

4. Claims against the Tour Operator are non-transferable to third parties, except within immediate family.

X. Data Protection

The Customer's personal data will be collected, processed, and stored only to the extent necessary to execute the travel agreement and provide proper Customer care. Data will not be shared with unauthorized third parties.

XI. Miscellaneous

If any provision of these Terms and Conditions is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.