

General terms and conditions (GTC) of travel with Blue Vision Yacht Safari Ltd. for individual person bookings

1. The scope of these General terms and Conditions of Travel

1.1. Application

These General Terms and Conditions of Travel regulate the legal relationship between you and Blue Vision - Yacht Safari Ltd. hereinafter called Blue Vision - Yacht Safari Ltd., for travel arrangements of Blue Vision - Yacht Safari Ltd.

1.2. Services of third party companies (no application of GTC)

On the following travel and services, these general contract and travel conditions do not apply: For all «Flight Arrangements» and individual services mediated by Blue Vision - Yacht Safari Ltd., the GTC of the responsible airlines respectively, the general terms and conditions of the mediated enterprise apply. The contract is concluded directly between you and the mediated companies. Blue Vision - Yacht Safari Ltd. is not responsible for the fulfillment of their contract.

1.3. Your local agent provides additional services (no use of the GTC)

If your booking agency organizes other travel arrangements or single services of other tour operators or service companies, you enter a contract with these companies subject to their Terms and Conditions. In these cases, Blue Vision - Yacht Safari Ltd. is not your contract partner and not responsible for the fulfillment of those contracts.

2. Application / how the contract between you and Blue Vision - Yacht Safari Ltd. is completed

2.1. Contract

The contract between you and Blue Vision - Yacht Safari Ltd. becomes valid with the unconditional acceptance of your application in person or by telephone by your booking. From this point on, the rights and obligations under the contract (together with these general contract and travel conditions) between you and Blue Vision - Yacht Safari Ltd. take effect. For bookings in written form, by e-mail, SMS, etc., or through our website you will receive an acceptance of your registration in writing.

Blue Vision - Yacht Safari Ltd. has the right to refuse any application without giving any reasons within a reasonable time.

Our brochures, advertisements on our website and in other advertising materials are not binding offers.

2.2. Booking for multiple passengers

If you as the booking person book for other passengers, you are responsible for their obligations (in particular for the payment of the travel price) as you are for your own obligations.

The contractual arrangements and these general contract and travel conditions are valid for all passengers (also for "substitute participants" in subsection 5.5).

2.3. Name information

You are required, at the time of booking to give your name and the names of the additional passengers, as specified in the identity cards or passports used for travel. It can be a problem if the names on the travel documents, especially on the ticket do not match the name on the passport (for example Fritz instead of Frederick or Vreni instead Verena) this can lead to the refusal of boarding by the airline and you can be liable to additional costs for reissuing the ticket. In this case, unused services are not refundable and Blue Vision - Yacht Safari Ltd. is not liable.

3. Services

3.1. Our Services

3.1.1 Our services are contained in the service description in our brochure, on our website or the travel description and the travel confirmation. Special requests on your part or side agreements are only part of the contract, if they are confirmed in writing and unconditionally guaranteed by Blue Vision Yachting Safari.

3.1.2 No booking office is authorized to make any commitments, which do not arise, from our own brochure, our website or other documents on our part.

3.1.3 If you, for example, receive from the booking office hotel's brochures, etc. or links to websites that have not been edited by us, this information shall not bind us. The same applies to the information that you receive directly from our service providers or from the Internet, forums, social media and more.

3.2. Commencement of services

The services of Blue Vision - Yacht Safari Ltd. starts, unless otherwise noted in the tour, from the port of embarkation (usually Hurghada). For the journey and the timely arrival you are personally responsible. This applies even if you booking office organizes your arrival to the point of embarkation.

3.3. Name of operating airlines

Due to legal regulations, we are obliged to inform you the names of the airlines used as soon as they are designated. We reserve the right to substitute a particular designated airline by another airline. In this case you will be notified as soon as possible the name of the new airline.

4. Payment and travel documents

4.1. Prices

The prices for the travel arrangements are indicated in the brochure / price list, the Internet bidding and from additional promotional materials, a travel proposal or an offer. Prices for travel arrangements are per person for accommodation in a double room, unless stated otherwise in the offer, the pricelist or on the website. The prices are specific to the time of booking for the prevailing prices at the start of travel.

Prices remain subject to change after signing the contract ,see paragraph 6

4.2. Credit card payments

Our prices are cash prices. If you pay with a credit card, the booking agency is entitled to collect a reasonable fee. This is at the discretion of the booking office. The booking office will inform you about this supplement.

4.3. Age specific rates

Prices that are dependent on the age of the person, for example child discounts, the age at the beginning of the travel (date) determines the price, unless otherwise noted. We reserve the right to recalculate the travel price for providing false information and to invoice any difference also after the trip has ended.

4.4. Payment

4.4.1 The balance is payable within 30 days after the conclusion of the contract and no later than 30 days prior to departure. Other payment dates may be agreed, but the journey is always payable in full before departure. If you book your trip on short notice (less than 30 days), the entire invoice amount on signing the contract must be paid.

4.4.3 Non-timely payment shall entitle Blue Vision - Yacht Safari Ltd. after the unsuccessful expiry of a short grace period to refuse travel services. In this case, the journey is considered to be canceled and it will be the cancellation charges in accordance with paragraph 5 for payment.

4.5. Travel Documents

4.8.1 Unless otherwise agreed, the documents will be issued or delivered upon receipt of your payment of the total amount. In general, this is 7 days prior to departure.

4.8.2 For short notice bookings, the method will be adapted. The additional effort required can be taken into account in determining the amount of the booking fee.

5. You change your registration, your travel program or you cannot travel (Cancellation)

5.1. 5.1 General

If you wish to change your booking or cancel the trip (cancel), you must notify your booking office in person or by registered letter. The travel documents already obtained are simultaneously returned to the booking office.

5.2. Processing Fee

5.2.1 A change in the booking as name change, the appointment of a replacement traveler, a change in the dates within the period of validity of the tour, booked additional services, the travel destination or the location of the start of travel etc. or at a travel cancellation (cancellation) at the time of booking agreed fees and processing fees per person are collected (see Section 5.3).

5.2.2 Changes that are made within the cancellation deadlines (5.3) are considered cancellations with a simultaneous new booking. If by the changes additional costs are caused, these will be due and invoiced.

5.2.3 In case of changes or changes that are outside the temporal scope of the tour, the cancellation conditions, Clause 5.3 apply.

5.2.4 If you have bought a cancellation insurance (paragraph 5.4), you can see from the insurance policy if this processing fee is paid by the insurance.

5.3. Cancellation costs

5.3.1 If you change or cancel your trip you will incur cancellation charges of 100% of the price, if no other agreement has been made in writing.

5.3.2 If individual deadlines have been agreed, cancellations free of charge or at reduced cost are possible. The time of arrival of your statement at the booking office during normal office hours determines the date of change or cancellation. If your cancellation or change is received on a Saturday, Sunday or a public holidays, the next business day will apply for deadline calculation. This rule also applies to messages by e-mail, or through our website, telephone answering machine, and fax or by other electronic media.

5.4. Cancellation insurance

5.4.1 The buying a cancellation insurance is recommended by Blue Vision - Yacht Safari Ltd.. This insurance can pay a part of the cancellation costs in an insured event. The decisive factor is the insurance policy currently in force. Blue Vision - Yacht Safari Ltd. is not liable for damages that could have been avoided if you would have such insurance coverage, but you did not buy any insurance for this trip.

5.4.2 In the event of cancellation of your booking agency takes over at your express request to help settle the insurance claim with the insurance company. The booking office may charge a fee for their work from you.

5.4.3 If you cancel the trip, the premium for the insurance against cancellation charges shall remain due, respectively, is not repaid.

Even if you have completed a cancellation insurance, you stay liable for non-covered cancellation costs or fees not covered by the insurance.

5.5. Replacement traveler

The substitution of a traveler is only possible in cases where all service providers permit the substitution of travelers (change of name) and the designation of the replacement traveler is carried out sufficiently early to enable their timely appointment to the service providers and the completion of all formalities, such as the purchase of Visa, are possible.

The replacement traveler enter the existing contractual arrangements and have to meet these requirements in full and meet all conditions of health, visas, etc. .

For the tour price, the handling fees (Section 5.2) and possibly additional costs incurred, the original traveler and the replacement traveler are jointly liable.

Can replacement travelers due to the late designation or due to the travel requirements , administrative orders, legal requirements, etc. not participate in the trip, the cancellation of the original traveler counts as a cancellation (section 5.2 f)

6. Changes in the tenders, price changes, program changes, changes in the transport sector

6.1. Changes before signing a contract

Blue Vision - Yacht Safari Ltd. expressly reserves the right to change prospectus information, specifications, tenders on web pages, etc., and prices prior to booking. Should this be the case, your booking office will inform you before signing a contract.

6.2. Price changes after the contract

6.2.1 Price increases after the conclusion can be made

- the subsequent increase in transportation costs (including fuel surcharges)
- newly introduced or increased taxes or fees (such as disembarkation, security fees, introduction or increase of taxes and government levies, government- decreed price increases , etc.)
- foreign exchange rate fluctuations.

If there is a cost increase of the travel services for these reasons, they can be passed on to you. The tour price increases accordingly.

6.2.2 We will inform you at least 3 weeks on a price increase prior to departure. If the price increase is more than 10 percent (based on the total cost of the trip per person), you are entitled to the rights specified in Clause 6.4 .

6.3. Program changes, changes in the transport sector after booking and before departure

Blue Vision - Yacht Safari Ltd. reserves also in your interest the right to change the travel program or individually agreed services if force majeure, unforeseen or unavoidable circumstances, government action, strikes etc. require it. Blue Vision - Yacht Safari Ltd. strives to offer you equivalent replacements.

Blue Vision - Yacht Safari Ltd. informs as soon as possible of any such changes and their impact on the price.

6.4. Your rights when the tour price increases after the conclusion of the contract or program changes

6.4.1 If the program change or the change of individually agreed services lead to a substantial change in of the contract or if the price increase is more than 10 percent based on the total cost of the trip per person, you have the following rights :

- You can accept the contract modification ;
- You can withdraw within 5 days after receipt of our notification in writing from the contract and receive the pre-paid tour price refunded
- You can contact us within 5 days of the receipt of change in e-mail-writing that you wish to participate in a proposed equivalent replacement travel. We try to offer you such a trip with terms as close to the original trip as possible. If the replacement trip is cheaper, you will be refunded the difference in price. Otherwise, the price of replacement trip applies.

6.4.2 If you do not communicate with the booking office with a notification as mentioned under point b. or c., you agree with the price increase, the program change, or modified individual agreed services.

7. Cancellation by Blue Vision - Yacht Safari Ltd.

7.1. 7.1 Cancellation for reasons by you

Blue Vision - Yacht Safari Ltd. is entitled to cancel your trip if you give justified reason through acts or omissions. In this case, Blue Vision - Yacht Safari Ltd. will refund the already paid trip price; further claims are excluded. Remain reserved cancellation costs as 5.2 f and claims for compensation.

7.2. Minimum number of participants

For some trips offered by Blue Vision - Yacht Safari Ltd. a minimum number of participants applies, which can be mentioned in the respective travel tenders. If the minimum number is not reached, Blue Vision - Yacht Safari Ltd. may cancel the tour up to the agreed date. In this case, we will pay the cost of the trip's price (insurance premium will not be refunded, respectively, remain payable). Further claims are excluded.

7.3. Unforeseen events, acts of God, strikes

7.3.1 Should unforeseeable or unavoidable events, force majeure (e.g. natural disasters, epidemics, and riots), official measures of any kind or strikes endanger your journey making it considerably more difficult, or impossible, Blue Vision - Yacht Safari Ltd. may cancel the trip. In this case, we will pay the cost of the trip's price (insurance premium will not be refunded, respectively remain payable). Further claims are excluded by you.

7.3.2 In our decision as to whether a trip can be done or not, we draw on the recommendations of the Egyptian Government.

8. Program changes, service failures during the trip

8.1 Blue Vision - Yacht Safari Ltd. makes every effort to deliver the journey as agreed. Nevertheless, services and program changes are possible. In these cases, Blue Vision - Yacht Safari Ltd. will as far as possible offer equivalent solutions. If the remedial cause excessive cost or excessive expense for Blue Vision - Yacht Safari Ltd., Blue Vision - Yacht Safari Ltd. may refuse the remedy. Any additional costs shall be borne by the traveler.

8.2 If a program or service change are caused by force majeure, Blue Vision - Yacht Safari Ltd. may refuse the remedy. Possible additional costs will be borne by the traveler.

8.3 If the service or program change affect an important part of the agreed travel, Blue Vision - Yacht Safari Ltd. pays you the possible objective reduction in value between the agreed travel price and that of the services provided (see paragraph 11).

9. 9. You start the trip , but you cannot terminate it, unused services

9.1 If you depart early or do not use certain services, the price of the travel package, respectively the unused services are not refundable. Unused services, for which Blue Vision - Yacht Safari Ltd. is refunded, you will be refunded subject to a deduction of a reasonable administration fee, if such refund is not totally insignificant or the refund is not legal or official regulations are opposed.

9.2 In urgent cases (e.g., own illness or accident, serious illness or death of a close person) Blue Vision - Yacht Safari Ltd. will assist you as much as possible to organize your early return or an assistance. This can also be done by a local Blue Vision - Yacht Safari Ltd. representative or the service provider.

9.3 Any costs such a change and for such transport, etc., shall be borne by you. Notice, in this context, the possibility of concluding a so-called return cost insurance, which is not included in the tour price. Details are available on request by your booking office.

10. If you have something to complain about

10.1. 10.1 Objection period and demand for relief

If the journey does not fulfill the contractual agreement or if you suffer an injury, you are obliged to immediately notify Blue Vision - Yacht Safari Ltd. and your travel guide, the local Blue Vision - Yacht Safari Ltd. representative about this defect or damage and to request redress. Should there not be any Blue Vision - Yacht Safari Ltd. tour guide or any Blue Vision - Yacht Safari Ltd. representative, the relevant service provider has to be informed and from him remedy has to be demanded.

10.2. Contact

The Blue Vision - Yacht Safari Ltd. tour guide, the local Blue Vision - Yacht Safari Ltd. representative or the service provider will make every effort of remedy the journey within reasonable time. If objectively satisfactory remedy is not provided within reasonable time, please set down in writing the alleged defects or damage and the failure to remedy with the Blue Vision - Yacht Safari Ltd. travel guide, the local Blue Vision - Yacht Safari Ltd. representative or the service provider. These are not entitled to sign any agreements or recognize any damages on behalf of Blue Vision - Yacht Safari Ltd..

If you are unable to contact a Blue Vision - Yacht Safari Ltd. tour guide, the local Blue Vision - Yacht Safari Ltd. representative or the service provider or receive no assistance from these, please contact us directly. The necessary information you receive with your travel documents.

Depending on the travel destination a different procedure for defects and damage can be determined.

10.6 How to make a claim against Blue Vision - Yacht Safari Ltd.

If you want to make a claim for damages, deficiencies, etc. against Blue Vision - Yacht Safari Ltd., you must submit your claim within one month of the contractual end of the trip in writing to Blue Vision - Yacht Safari Ltd.. Your claim must be substantiated with the confirmation of the Blue Vision - Yacht Safari Ltd. guide, the local Blue Vision - Yacht Safari Ltd. representative or the service provider and any evidence.

11. Liability of Blue Vision - Yacht Safari Ltd.

11.1. 11.1 General

Blue Vision - Yacht Safari Ltd. refunds to you subject to the following provisions the value of agreed, but not rendered or poorly rendered services, your additional expenses, of the damage taken, etc., as far as the Blue Vision - Yacht Safari Ltd. guide, the local Blue Vision - Yacht Safari Ltd. representative, the service provider or ourselves were not able to provide in place an equivalent remedy or alternative.

11.2. 11.2 Limitation of liability , disclaimers

Before embarking, you are obligated to sign a liability disclaimer, including for activities like kitesurfing, windsurfing, scuba diving or other activities.

11.2.1 International agreements and national laws

If international agreements, laws based on international agreements or national laws include limitations or exclusions of compensation for injuries etc. from non-fulfillment or inappropriate fulfillment of the contract, Blue Vision - Yacht Safari Ltd. shall be liable only under these agreements and laws. International agreements, legislation based on such agreements and national laws of limitations of liability and disclaimers exist in particular in the transport sector (such as in aviation, in the navigation on the high seas and rail).

11.2.2 Disclaimers

Blue Vision - Yacht Safari Ltd. shall not be liable to you if the non-performance or improper fulfillment of the contract is attributable to one or more of the following :

- to the negligence on your part before or during the trip;
- unforeseeable or unavoidable omissions of a third party who is not involved in the provision of the contractually agreed performance.
- to force majeure or to an event which , despite due care could not be foreseen by Blue Vision - Yacht Safari Ltd., the agent or the service provider .

In these cases, any liability for damages, obligation to make reparation for moral damages, frustration damage compensation for self- help, etc. are excluded from Blue Vision - Yacht Safari Ltd.. Force majeure are also strikes, riots, demonstrations, political disturbances, war, fire, natural disasters like earthquakes, eruption of volcanoes, flooding, hurricanes, taifuns and more.

11.2.3 Personal injury

For personal injuries, which are the result of non -fulfillment or improper fulfillment of the contract, Blue Vision - Yacht Safari Ltd. is liable under this general contract and travel conditions of the applicable international treaties, the laws based on international agreements and national laws.

11.2.4 Other damage (property damage and financial loss, etc.)

For other damages, that is not personal injury, arising from non-fulfillment or non- fulfillment of the contract, the liability of Blue Vision - Yacht Safari Ltd. is however limited to two times the price / person for each passenger unless the loss was caused intentionally or through gross negligence, reserved this general contract and travel conditions and applicable international agreements, which are based on international agreements and national laws with lower limits of liability or disclaimers.

11.2.5 Useless spent vacation time , loss of holiday enjoyment , frustration,

For useless spent vacation time, loss of holiday enjoyment, frustration, etc. Blue Vision - Yacht Safari Ltd. is not liable.

11.2.6 Valuables, cash, jewelry, credit cards, Photo- / Video equipment, cell phones , etc.

We make it quite clear that you are responsible for the safe storage of valuables, cash, jewelry , credit cards, photo and video equipment, cell phones, etc. yourself . Do not leave these items in no case unguarded. In case of theft, loss, damage or misuse of your lost valuables, photo and video equipment, cash, jewelry, credit cards, cell phones, etc. we are not liable.

11.2.7 Car, train, plane and boat timetables etc.

Even with a careful travel organization, we cannot guarantee compliance of these schedules. Especially due to large volume of traffic jams, accidents, congestion at airports, diversions, delayed border clearance, etc. delays may occur. In all these cases we are not liable. We strongly advise you to consider possible delays when planning your trip.

11.3. Non-contractual liability

The non-contractual liability shall be governed by the relevant laws regulations and international agreements. In other damages (i.e., not personal injury) the liability is limited in each case to two times the price / person per traveler unless international agreements, laws based on international agreements, national laws or these General Terms & Conditions shall provide deeper limits of liability or disclaimers.

11.4. Statute of Limitations

All claims expire one year after the contractual end of the trip. Reserved are a shorter period in the applicable international agreements, laws based on international agreements or national laws, respectively longer contractually not modifiable limitation periods.

12. Insurance

The liability of the travel and transportation companies and air carriers is limited. Therefore, Blue Vision - Yacht Safari Ltd. recommends to provide for a supplemental insurance coverage, such as baggage insurance, cancellation insurance, travel accident and travel insurance, additional return travel expense insurance, etc. The fact that you have no insurance, can never be grounds for liability for the Blue Vision - Yacht Safari Ltd..

13. Entry , visa and health regulations , baggage regulations

13.1. Entry Requirements

You are personal responsible for your travel documents such as passport und visa requirements.

If you or a fellow passengers are refused entry or no entry permit shall be issued, you cannot be refunded the unused services.

The cost for such travel applications or registrations are at your expense.

Blue Vision - Yacht Safari Ltd. alerts you that you have to accept the return costs of a possible refusal of entry. - Likewise Blue Vision - Yacht Safari Ltd. explicitly points out the legal consequences of prohibited goods and other imports carried with you across borders.

13.2. Baggage Policy

Your booking office will inform you about the general luggage allowances or you can find this information in the travel documents. Some airlines charge an extra fee which is not included in the tour price for luggage. Also for excess luggage, surfboards, golf bags, etc. additional charges may apply. Is possible that such baggage will be transported only by prior arrangement. For this application, you are personally concerned.

14. Reconfirmation of tickets

If your trip is unaccompanied trips you are responsible for the reconfirmation of the return flight. The necessary information you will find in your travel documents. - Missed reconfirmations can lead to loss of your seat on the plane, any additional costs are at your expense.

15. Privacy

15.1. Your data

Blue Vision - Yacht Safari Ltd. needs from you and the other passengers different data (such as first and last name, date of birth, address, telephone number, etc.) to book the trip. We do our best to keep your data safe.

15.2. Transmission of power and authorities

We will, to the extent necessary for contract transfer your data to the service providers. These may be located abroad where the Notice may do not corresponds to European standards. Both we as service providers may be required to forward information from you foreign authorities by law or administrative order.

We reserve the right to share your information to authorities and third parties to enforce our legitimate interests. The same applies to suspicion of a crime.

16. Applicable law and jurisdiction

16.1. Applicable law

For all legal relationships between you and Blue Vision - Yacht Safari Ltd. Egyptian law is applicable. Exclusive place of jurisdiction is Cairo agreed.

16.2. Individuality

The invalidity of individual provisions of the travel agreement does not invalidate the entire contract.

The above provisions on the choice of law and jurisdiction apply, subject to contractual, non-amendable provisions in applicable laws or international agreements.

El Gouna, 3.1.2020