

Travel Terms / Conditions

1. CONCLUSION OF THE TRAVEL AGREEMENT

1.1 With the booking (travel registration), the customer offers the tour operator the conclusion of a travel contract binding. The basis of this offer is the travel advertisement and the additional information of the tour operator for the respective journey, as far as these are available to the customer.

1.2 Travel agents (e.g., travel agents) and service providers (e.g., hotels, carriers) are not authorized by the tour operator to make arrangements, provide information, or provide assurances make changes to the agreed content of the travel contract, go beyond the contractually agreed services of the tour operator or are in conflict with the travel contract.

1.3 Site and hotel brochures, which are not issued by the tour operator, are not binding on the tour operator and his obligation to perform, unless they have been made by express agreement with the traveler to the subject of the travel contract or the content of the tour operator's obligation.

1.4 The booking can be made in writing, verbally, by telephone or electronically (e-mail, Internet). For electronic bookings, the tour operator confirms receipt of the booking electronically.

1.5 The customer is responsible for all contractual obligations of fellow travelers for whom he makes the booking as for his own obligations, provided that he has accepted this obligation by express and separate declaration.

1.6 The travel contract is concluded with the receipt of the declaration of acceptance by the tour operator. The declaration of acceptance does not require a specific form. Upon or immediately after conclusion of the contract, the tour operator will provide the customer with a written travel confirmation. He is not obliged to do this if the booking is made by the customer less than 7 working days before the start of the journey.

1.7 If the content of the tour operator's declaration of acceptance deviates from the content of the booking, a new offer from the tour operator to which he is bound for a period of 10 days is available. The contract is concluded on the basis of this new offer, if the traveler within the binding period, the tour operator acceptance by express declaration, deposit or final payment.

2. PAYMENT

2.1 Tour operators and travel agents may only claim or accept payments on the travel price before the end of the trip if the customer has handed over the security certificate. Upon conclusion of the contract, a down payment of 20% of the travel price will be payable upon delivery of the security certificate, which must be paid within 7 days of receipt of the invoice. The final payment is due 22 days prior to departure, provided that the security certificate has been handed over and the trip can not be canceled any more for the reason stated in section 8.

2.2 The travel documents are created 2 weeks before the start of the journey. They will then be shipped immediately after receipt of payment.

2.3 If the customer fails to pay the down payment and / or the remaining payment in accordance with the agreed terms of payment, the tour operator shall be entitled to withdraw from the travel contract following a reminder with a deadline and to charge the customer with cancellation costs in accordance with section 5.2 sentence 2 to 5.5.

3. SERVICES 3.1 The individual contractual services owed by Tango-International are based on the confirmation, the description of the respective journey and the itinerary.

3.2 If a journey with half or full board is advertised, the on provided food with the first dinner in the destination country and ends with breakfast on the last day in the destination country, unless otherwise stated.

3.3 The information given in travel information about the respective trip has been compiled to the best of our knowledge and belief. However, since individual provisions or partial aspects of the journey may change, no guarantee can be given for the year-round validity of this information.

4. PERFORMANCE AND PRICE CHANGES

4.1 Changes in essential travel services of the The agreed contents of the travel contract, which become necessary after the conclusion of the contract and were not brought about by the tour operator in good faith, are only permitted if the changes are not significant and do not affect the overall layout of the trip.

4.2 Any warranty claims remain unaffected, as far as the changed services are flawed.

4.3 The tour operator is obliged to inform the customer immediately about significant changes in service.

To inform about the reason for the change.

4.4 In the event of a substantial change in a significant travel service, the traveler is entitled to cancel the travel contract free of charge or to require participation in an at least equivalent trip if the tour operator is able to offer such travel at no extra cost to the customer from its offer. The customer must assert these rights immediately after the tour organizer has declared that the travel service has changed or that the travel has been canceled

4.5 Tango-International reserves 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 port or airport charges as follows. If the transport costs at the conclusion of the travel contract increase, in particular the fuel costs, Tango-International may increase the travel price in accordance with the following invoice:

a) In the event of a seat-based increase, Tango-International may require the customer to increase the amount.

b) In other cases, the additional transport costs required by the transport company per means of transport shall be divided by the number of seats of the agreed means of transport. Tango-International can demand the resulting increase for the single seat from its customers. If the fees at the time of the conclusion of the travel contract, such as port or airport charges, are increased vis-à-vis Tango-International, the travel price may be increased by the corresponding pro rata amount. An increase is only permitted if between the conclusion of the contract and the agreed Travel dates are more than 4 months and the circumstances leading to the increase did not occur before the conclusion of the contract and were unforeseeable at the time of conclusion of the contract for Tango International. In case of a subsequent change of the travel price, Tango-International will inform the customer immediately.

Price increases from the 20th day before departure are ineffective. In the event of price increases of more than 5%, the customer is entitled to withdraw from the travel contract without fees or to request participation in an at least equivalent journey, if Tango-International is able to offer such travel at no additional cost to the customer from its offer. The customer must assert these rights immediately after explanation of the price increase.

5. CANCELLATION BY THE CUSTOMER BEFORE TRAVEL / CANCELLATION COSTS

5.1 The customer can withdraw from the trip at any time prior to departure. The resignation is to be explained to Tango-International at the following address. The customer is recommended to declare the cancellation in writing.

5.2 If the customer steps back before the start of the journey or if he does not start the journey, the travel organizer loses the right to the travel price. Instead, the tour operator, as far as the resignation is not responsible for him or a case force majeure, adequate compensation until resignation travel arrangements and its expenses depending on the respective travel price.

5.3 The tour operator has this compensation claim time staggered, i. taking into account the proximity of the date of withdrawal from the contractually agreed on commencement of travel in a percentage relationship flat-rate at the travel price and usually taken into account in the calculation of the compensation expenses and usually other possible uses of the travel services. The compensation will be calculated as follows after the date of receipt of the customer's declaration of withdrawal:

Travel without flight share with tango tour:

- up to 80 days before departure 10%
- 79-40 days before departure 30%
- 39-29 days before departure 60%
- 28-1 day before departure 80%
- on the day of departure, in case of no-show or if the trip is canceled: 100% travel with share of the flight:
- In addition to the above mentioned Package the exact cancellation fee of the flight For overnight stays in the Apassionata Tango without tango tour:
- up to 30 days before departure 40%
- up to 7 days before departure 70%
- 6 days before departure or less 90%

5.4 In any case, the customer is at liberty to prove to the tour operator that no or significantly less damage has been caused to the tour operator than the lump sum demanded of him.

5.5 In the high season, the tour operator reserves the right to demand a higher, concrete compensation in deviation from the aforementioned lump sums. In this case, the tour operator is obliged to pay the required compensation for the expenses saved and any other use of the service Specify travel services concretely.

5.6 If the entire travel contract is canceled, the insurance packages can also be canceled. However, this does not apply to the travel cancellation insurance, which remains in any case.

6.METHOD / EXCHANGE IN THE PERSON OF THE TRAVEL PARTNER

6.1 A claim of the customer after conclusion of the contract for changes regarding the travel date, the travel destination, the place of the travel start or the place of the return journey, the accommodation, the mode of transport or the airline (rebooking) does not exist. Will be a rebooking at the request of the customer made, charged Tango International up to 45 days before departure a rebooking fee of at least 50 euros per person for ground-based travel and at least 100 euros for air travel.

6.2 Until the start of the journey, the traveler may demand that instead of a third party, the rights and obligations arising from the travel contract occur. The tour operator can object to the entry of the third party, if this does not meet the special travel requirements or its participation contrary to legal regulations or official orders. If a third party in the contract, so he and the original customer and the tour operator jointly and severally liable for the travel price and the by the entrance of the third incurred additional costs.

7. SERVICES NOT TAKEN

If the customer does not use individual travel services that were duly offered to him for reasons that are attributable to him (for example, because of early return or for other compelling reasons), he has no claim to a pro rata refund of the travel price.

The tour operator will endeavor to reimburse the expenses saved by the service providers. This obligation is waived if it is completely insignificant benefits or if a refund is contrary to legal or regulatory requirements.

8. WITHDRAWAL FROM THE MINIMUM NUMBER OF PARTICIPANTS

If an expressly advertised minimum number of participants is not reached, Tango-International is entitled to cancel the journey up to 30 days before the start of the journey. If it should be apparent at an earlier point in time that the minimum number of participants can not be reached, the tour operator must immediately exercise his right of withdrawal. If the trip is not carried out for this reason, the customer will receive back payments made on the travel price without delay.

9. TERMINATION FOR CONDUCT REASONS

The tour operator may terminate the travel contract without notice, if the customer persistently disturbs regardless of a warning from the tour operator or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. If the tour operator terminates, he reserves the right to the travel price; however, he must be credited with the value of the expenses saved as well as the benefits he derives from any other use of the unused service, including the sums well received by the service providers.

10. CANCELLATION OF THE TRAVEL FOR HIGHER VIOLENCE

To terminate the travel contract, reference is made to the statutory provision in the BGB, which reads as follows:

§ 651j: (1) If the journey is made considerably more difficult, endangered or impaired as a result of unforeseeable force majeure upon conclusion of the contract, both the tour operator and the traveler may terminate the contract solely in accordance with this provision. (2) If the contract is terminated in accordance with paragraph 1, then find the provisions of § 651e para. 3 sentences 1 and 2, para. 4 sentence 1 application. The additional costs for the return transport are to be borne by the parties half each. In all other cases the traveler is responsible for additional expenses".

11. OBJECT OF THE CUSTOMER

11.1 Notification of defects

If the journey is not carried out in accordance with the contract, the customer can request a remedy. However, the customer is obliged to inform the tour operator immediately about any travel deficiency that has occurred. If he neglects this culpably, a reduction of the travel price does not occur. This only applies if the ad is visibly hopeless or unreasonable for other reasons. The customer is obliged to notify his defect notification to the tour operator and the tour guide on site without delay. The tour guide is tasked to provide remedies, if possible. However, it is not entitled to claims of the customer recognize. We recommend that the customer send an e-mail to info@tango-international.org

11.2 Deadline by termination

If a customer wants to terminate the travel contract because of a lack of travel of the kind specified in § 615 c BGB or for important, the tour operator recognizable reason due to unreasonableness, he must set the tour operator before a reasonable deadline for remedy. This shall only apply if remedy is impossible or is denied by the tour operator or if this immediate termination of the contract is justified by a special, the tour operator recognizable interest of the customer.

11.3 Loss of Baggage and Loss of Baggage Damage or delays in the delivery of air travel are strongly recommended by the event organizer to be reported immediately to the responsible airline by means of a claim notice (P.I.R.). Airlines usually refuse refunds if the claim has not been completed. The damage report is to be refunded within 7 days in case of loss of luggage, if delayed within 21 days after delivery. Incidentally, the loss, damage or misdirection of baggage must be reported to the tour operator or the local representative of the organizer.

11.4 Travel documents

The customer must notify the tour operator if he does not receive travel documents or information (such as a ticket) within the deadline communicated by the tour operator.

11.5 loss mitigation obligation

The customer must prevent the occurrence of damage as far as possible and minimize any damage incurred. In particular, he has to make the tour operator aware of the risk of damage.

12. LIMITATION OF LIABILITY

12.1 The contractual liability of the tour operator for damages that are not body c

a) to the extent that the damage to the traveler is neither intentional nor grossly negligent; or
b) if the tour operator is responsible for the damage suffered by the traveler solely because of a fault of a service provider.

12.2 The tort liability of the tour operator for property damage that is not based on intent or gross negligence, is limited to the triple travel price. This maximum liability is valid per traveler and journey. Any further claims in connection with baggage under the Montreal Convention remain unaffected by the restriction.

12.3 The tour operator is not liable for performance disturbances, personal injury and property damage in connection with services that are merely provided as external services (for example, excursions, sports events, theater visits, exhibitions, transport services to and from the advertised exit-and destination), if these services in the travel advertisement and the booking confirmation are explicitly identified as outsourced services explicitly and under specification of the brokered contracting party so that they are clearly not part of the tour operator's travel services for the customer.

The tour operator is liable

a) for tendered services, which include the carriage of the customer from the advertised place of departure of the trip to the advertised destination, inter-transport during the journey and accommodation during the journey.

b) if and to the extent for a damage of the customer the violation of notice - Educational or organizational duties of the tour operator has become the cause.

13. EXCLUSION OF CLAIMS AND LIMITATION

13.1 Claims for non-contractual provision of the trip must be made by the customer within one month after the contractually provided date of termination of the trip. The assertion can only be made within the time limit to the tour operator at the following address. After expiry of the period, the customer can only assert claims if he has been prevented from observing the deadline through no fault of his own. However, this does not apply to the time limit for registering baggage damage, Delays in the delivery of baggage or lost luggage in connection with flights in accordance with point 11.3. These must be reported within 7 days in case of loss of luggage, within 21 days in case of delayed luggage after delivery.

13.2 Claims of the traveler under §§ 651 c to f BGB for injury to life, limb or health based on a negligent breach of duty by a legal representative or vicarious agent of the tour operator become statute-barred after two years. This also applies to claims for the compensation of other damages, which are based on a grossly negligent breach of duty by the tour operator or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the tour operator.

13.3 All other claims according to §§ 651c to f BGB expire in one year.

13.4 The statute of limitation according to Numbers 13.2 and 13.3 begins on the day on which the journey ends according to the contractual agreements.

13.5 If negotiations are pending between the traveler and the tour operator about the claim or the circumstances giving rise to the claim, the statute of limitation shall be suspended until the traveler or the tour operator refuses to continue the negotiations.

The statute of limitations occurs at the earliest 3 months after the end of the inhibition.

14. INFORMATION ABOUT THE IDENTITY OF THE EXECUTIVE LUFTFAHRTUUNTERNEHMENS

The EU Regulation informing passengers of the identity of the operating air carrier obliges the tour operator to inform the customer of the identity of the operating airline of all air traffic services to be provided during the booked journey at the time of booking. If at the time of booking the executing airline is not yet determined, then the tour operator is obliged to name the airline or the airlines that will probably carry out the flight. As soon as the tour operator knows which airline will carry out the flight, it must inform the customer. If the airline referred to the client as the operating airline changes, the tour operator must inform the customer about the change. He must take all reasonable steps to ensure that the customer is informed of the change as soon as possible.

15. PASS, VISA AND HEALTH RULES

15.1 The tour operator becomes a citizen of a state of the European Union prior to the conclusion of the contract, as well as any changes thereto, prior to commencement of travel. The responsible consulate provides information for nationals of other states. It is assumed that there are no particularities in the person of the customer and any fellow travelers (for example, dual nationality, statelessness).

15.2 The traveler should inform himself in good time about the infection and vaccination protection and other prophylactic measures that go beyond the health regulations; if necessary, medical advice should be sought. On general information, in particular at health authorities, travel medical information services or the Federal Center for Health Education is referenced.

15.3. The customer is responsible for obtaining and carrying the necessary travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages resulting from non-compliance with these regulations, e.g. the payment of cancellation fees are at his expense. This does not apply if the tour operator culpably did not inform, inadequately or misinformed.

15.4 The tour operator is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the customer has entrusted him with the procurement, unless the tour operator has violated his own obligations culpably.

16. DATA PROTECTION

The travel participant data collected in connection with the trip will be used exclusively for travel and customer service. This is also a list of participants in a trip, sorted by name, first name, boarding and residence, which each fellow traveler before Travel Attriter holds. If you do not wish to be included in the list, you may separately explain it to Tango-International upon booking or upon receipt of the booking confirmation. The right of objection of the travel participant according to § 28 paragraph 4, sentence 2 of the Federal Data Protection Act.

17. LAW

The contractual relationship between the customer and the tour operator is subject exclusively to German law. This also applies to the entire legal relationship. Insofar as in the customer's claims against the tour operator abroad for the liability of the tour operator basically German law is not applied, is found in terms of legal consequences, especially in terms of nature, extent and amount of claims of the customer exclusively German law.

18. JURISDICTION

18.1 The traveler may sue the tour operator only at its seat.

18.2 For complaints of the tour operator against the traveler the domicile of the traveler is decisive.

For legal actions against customers or contractual partners of the travel contract, which are merchants, legal persons of the public or private right, or persons who are domiciled or whereabouts abroad or whose domicile or habitual residence is not known at the time the complaint is filed, becomes the place of jurisdiction the location of the tour operator agreed.

18.3 The above provisions do not apply,

(a) if and to the extent that any provisions of international agreements to be applied to the travel contract between the customer and the tour operator which are not contractually binding result in the benefit of the customer or

b) if and insofar as the travel contract applicable, non-mandatory provisions in the Member State of the EU to which the customer belongs are more favorable to the customer than the following provisions or the corresponding German regulations.

19. OTHER

The ineffectiveness of individual provisions of the travel contract including these travel conditions does not result in the ineffectiveness of the entire travel contract.

20. ORGANIZERS

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Managing Director: Fabián Acosta