

1 . P r e l i m i n a r y r e m a r k

Dear travel customer, please pay attention to the information below. Here are some explanations of important terms that are regularly used below:

Organizer

Who - at least - offers two predetermined individual travel services as a whole (§ 651a Of the German Civil Code), for example hotel and transfer in a predetermined bundling Contractual partners will be the traveler and the organizer of the trip. A security certificate must be issued (§ 651k of the German Civil Code). The travel agency can - rather exceptionally - also be the organizer of the trip.

Intermediaries

The person who arranges the travel services between the traveller and the organizer / service provider of the trip (§ 675, 631 BGB). The travel agency is usually the intermediary of the trip.

Achievers

The person who provides a service in the travel contract, i.e. the hotel, the transfer company, etc.

Travel contract law

Consumer protection law in accordance with § 651a BGB in the initiation and execution of a (package tour) trip. Regulates the relationship between the traveller and the organiser of the trip.

Related travel services

Connected travel services are available if the traveller books two different services for the same trip through an intermediary, but separate contracts are concluded with the respective service providers, in the event of contact with the travel agent or by conclusion of the contract. within 24 hours through targeted mediation of the travel agent.

If you book individual services, such as transport or accommodation separately (individually or in the form of a so-called connected travel service), please also observe the general terms and conditions of the respective service provider. If you book a package holiday, the general terms and conditions of the tour operator with which you booked the trip must be observed. **If you book a package holiday through this website, please observe our mediation conditions.**

2 . P r i v a c y P o l i c y

Please also refer to our privacy policy for this website, which also applies in addition to the following provisions.

Below you will find: our General Conditions for the cases in which we are mediators of travel or service. Bhakti Event GmbH offers its services as travel agent exclusively on the basis of these terms and conditions. They regulate the legal relationship between the customer and Bhakti Event GmbH, which operates for the customer on the basis of an agency contract and arranges travel services of service providers, these are tour operators who provide travel services on their own responsibility to the customer.

GENERAL TERMS AND CONDITIONS

for the mediation of package holidays in accordance with § 651V of the German Civil Code (BGB)

§ 1 Validity

These terms and conditions for the travel mediation of package travel contracts are applicable if the travel agent hands over the form on package holidays. In the form, the mediated tour operator is identified as the responsible operator for the provision of the package holiday.

§ 2 Mediation order/ Mediation of travel and other services for third parties

2.1 These contractual conditions for the travel mediation of package travel contracts are applicable if the travel agent hands over the form on package holidays. In the form, the mediated tour operator is identified as the responsible operator for the provision of the package holiday.

2.2 By clicking on the button of the desired travel service in the event calendar and clicking on the button Registration after receipt of all pre-contractual information, the customer is then forwarded to the package tour operator by the travel agent, where then the actual registration to the desired travel service takes place. By filling in the given fields of information and completing the registration, the customer instructs us to provide Bhakti Event GmbH with a binding service, which is provided by a third-party service provider. The obligation is limited to mediation services only. The contractual partner for the intermediation order will therefore only be

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2.3 We act as an intermediary between the organizer of (flat-rate) travel as well as other providers of services and the customer (user of this website) and are not involved as contractual partners in the provision of the travel service. Our contractual obligation is therefore limited to the mediation of the offered and existing travel or services.

2.4 The offers presented by us on the Internet do NOT constitute a binding contract offer from us or the respective organiser or service provider. By entering his data and submitting the online booking form, however, the customer makes a binding contract offer. The contractual relationship is concluded when the customer is received a declaration of acceptance. Any acknowledgments of receipt sanally declared by us (i.e. the mere confirmation that we have received the placement order) do not constitute acceptance of the offer. The contract with the customer is concluded in the case of an available trip or service with the organizer or service provider, if the customer declares acceptance of the offer of the customer.

2.5 We assume no liability for the performance of the travel services/offers presented or booked on the website and make no representations as to the suitability or quality of the travel services/offers presented on the website. Responsible for this is the respective organiser/service provider with whom the customer concludes the contract.

2.6 The mutual rights and obligations of the customer and the travel agent arise, insofar as this is not precluded by mandatory legal provisions, from the contractual agreements, these terms and conditions and the regulations, in particular Section 651a ff b.B.i. Art. 250ff. EGBGB and Sections 675, 631 et seq. BGB on the business supply for consideration. No service charges are charged to the customer for this purpose. The customer pays directly to the organizer.

2.7 The rights and obligations of the customer towards the mediated tour operator shall be governed exclusively by the agreements concluded with them, in particular their travel or business conditions. In the case of carriage services, without a special agreement or without special notice, the conditions of carriage and fare imposed by the competent transport authority or pursuant to international conventions shall apply.

§ 3 Inclusion of general terms and conditions of the tour operator (organizer) and service providers

The contractual relationship between the customer and the organiser or service provider shall be governed by the contractual terms and conditions agreed therein and the general terms and conditions (GTC) of the respective organiser or service provider. These terms and conditions and the General Terms and Conditions (GTC) are identified and made available in the individual service tenders. It may include terms of payment, due date, liability, cancellation, rebooking and repayment, and other rights and obligations. The customer is obligated to contact the information sources offered with regard to the exact content of the applicable terms and conditions and general terms and conditions (GTC), in particular insofar as these are offered by reproduction on the website, to teach. The customer cannot rely on the ignorance of the contractual terms and conditions made available to him in this way in a reasonable manner.

§ 4 Payments and Notices of Defects

4.1 Travel agents and tour operators may only demand or accept payments on the travel price prior to the end of the package tour if there is an effective customer money protection contract of the tour operator and the customer has the security certificate and contact details of the customer money security company has been handed over in a clear, comprehensible and highlighted manner. Bhakti Event GmbH as a travel agent does not accept any payments from the customer. This is done by the respective tour operator. The tour operator shall hand over the security certificate to the customer.

4.2 The travel agent shall not be deemed to be authorised by the tour operator to receive notices of defects as well as other declarations of the customer/traveller regarding the provision of the package holiday. The travel agent will inform the tour operator without delay of such statements by the traveller. In order to avoid any loss of time, the travel agent recommends that such declarations be made directly to the tour operator or the contact point of the tour operator in order to avoid any loss of time, despite immediate forwarding.

§ 5 Information and Notes

5. 1 By clicking on the button of the desired travel service in the event calendar and clicking on the button Registration after receipt of all pre-contractual information, the customer is then forwarded to the package tour operator by the travel agent, where then the actual registration is made to the desired travel service. It is expressly agreed that the package tour operator transmits the travel documents directly to the customer and is therefore part of the tour operator's obligation to perform.

5.2 In the case of the provision of other information and information, the disclosure of which the travel agent is not obliged to provide in accordance with Section 651v (1) of the German Civil Code (BGB) in accordance with Art. 250 § 1 to 3 eGBGB, the travel agent shall be liable for the correct Selection of the source of information and correct disclosure to the customer. An information contract with a main contractual obligation to provide information is only concluded in the event of a corresponding express agreement. The travel agent shall not be liable for the

accuracy of the information provided in accordance with § 675 (2) of the German Civil Code (BGB), unless a special information contract has been concluded.

5.3 The travel agent is only obliged to identify and/or offer the cheapest provider of the requested travel service only in the event of an express agreement.

5.4 Without express agreement, the travel agent does not guarantee the following of Section 276 (1) sentence 1 of the German Civil Code (BGB) and information on the availability of the services to be provided to travel agents does not provide a procurement guarantee within the meaning of this provision.

5.5 The travel agent does not accept any special requests from the customer, this is further clarified by the customer with the respective tour operator himself. The customer is advised that special requests usually only become the content of the contractual obligations of the package tour operator by express confirmation of the package tour operator.

5.6 The intermediary is not entitled to demand payments in accordance with the terms of service and payment of the brokered service providers.

§ 7 Examination of travel documents

7.1 The customer, as well as the tour operator, is obliged to provide contract and other documents of the brokered package tour operator about the package tour, which have been handed over to the customer by the tour operator, in particular booking confirmations, Check hotel vouchers, visas, insurance certificates and other documents relating to the package package provided for correctness and completeness.

7.2 In the case of bookings of package holidays and/or individual services, the user receives his/her travel documents by post, by e-mail, depending on the short-term nature of the trip and according to conditions from the respective tour operator and/or service provider. The details can be found in the general terms and conditions of the respective tour operators and/or service providers. The user is encouraged to check the contact details, especially the e-mail address, in detail, as the booking and travel documents are sent to these contact details. In this context, the so-called spam/junk e-mail folders must also be checked to check whether appropriate e-mails have been received there. This is the only way to enable fast and smooth communication, especially for short-term bookings.

§ 8 Customer's participation

8.1 The customer must immediately notify him of any errors or defects in the intermediation activities of the travel agent after their discovery. This includes incorrect or incomplete information on personal customer data, other information, information and documents relating to the package package arranged as well as the incomplete execution of mediation services. The notification is sent to the tour operator.

§ 9 Obligations of the travel agent in the event of complaints to the arranged package tour operators

The customer may also inform his travel agent, through whom he has booked the package tour, of notices of defects as well as other explanations regarding the provision of travel services by the package tour operator.

However, there is no obligation on the travel agent to notify the customer about the nature, scope, amount, conditions of entitlement and deadlines to be complied with or other legal provisions relating to claims against the brokered package tour operators, or to give advices.

§ 10 Important notes on insurance for package holidays

10.1 The travel agent points out the possibility of taking out travel cancellation insurance at the time of booking in order to minimize a cost risk in the event of cancellations by the customer.

10.2 The customer is also advised that travel cancellation insurance usually does not cover the resulting damage, which can be incurred by him as a result of an interruption of the claim of the package after the start of the package. Travel cancellation insurance is usually to be taken out separately.

10.3 The travel agent also recommends that guests travelling abroad should take care of adequate foreign health insurance cover and insurance to cover repatriation costs in the event of an accident, death or illness.

10.4 When mediating travel insurance, the customer is advised that the insurance conditions of the arranged travel insurance may contain special contractual conditions and/or obligations of the customer to cooperate, in particular: Disclaimers (e.g. in the case of pre-existing conditions), the obligation to cancel immediately in the travel cancellation insurance, time limits for claims and deductibles. The intermediary shall not be liable insofar as he has not provided any false information regarding the insurance conditions and the brokered travel insurer has a right to refuse to perform against the customer on the basis of effectively agreed insurance conditions.

§ 11 Liability

11.1 The travel agent shall not be liable for the conclusion of contracts with the package tour operators to be mediated, unless he has expressly agreed on a corresponding contractual obligation.

11.2 The travel agent is not liable for defects and damages that arise to the customer in connection with the arranged travel service.

11.3 We are not liable for the success of the mediation or the provision of the service itself, but only for the mediation being carried out with the necessary care. When providing information and information within the scope of the law, we are liable for the careful selection of the source of information and the correct transmission to the customer. There is no liability for the accuracy of the information provided in accordance with § 676 of the German Civil Code (BGB). This does not apply if a special information contract has been concluded or if there is an express legal obligation to provide information. Information about arranged transports or other tourist services is based exclusively on the information provided by the responsible tour operators and/or service providers to Bhakti Marga Event. They do not constitute Bhakti Event's own disclosure or assurance to the user. In the case of the services provided, Bhakti Event GmbH is not liable for the provision of services by the tour operators and/or service providers, but only for the proper transfer of the services communicated to it in the course of the placement order. Information provided by the user to the respective tour operator and/or service provider. Liability towards the user for the accuracy of the information provided by his contractual partners is also excluded, provided that Bhakti Event GmbH does not transmit this data through gross negligence or intentionally incorrect.

11.4 We make every reasonable effort to ensure that the information, software and other data available on the Website, in particular with regard to prices, restrictions and dates, are up-to-date, complete and are correct.

11.5 We do not assume any liability for the correctness, completeness and reliability as well as admissibility of third-party contents, unless we are subject to legal liability in this regard.

11.6 We are not liable for the loss, destruction or damage of the documents in connection with the dispatch, which we are not responsible for. The individual information on the (package) travel and services is based on the information provided by the organisers or service providers. These do not constitute an assurance from our side. All services presented on the website are only available to a limited extent. We are not liable for the availability of a service at the time of registration. This does not apply if we were aware of incorrect or incorrect information or had to be aware of the use of commercial and industry-standard care. In this respect, however, we are liable for knowing such circumstances must be limited to cases of intent or gross negligence.

11.7 The provision of services which are the property of the respective tour operator and/or service provider is not the subject of the contractual relationship with Bhakti Event GmbH. The respective tour operator and/or service provider is solely liable for these. Bhakti Event GmbH is therefore not liable for the services to be provided by the tour operator and/or service provider.

11.8 Bhakti Event GmbH assumes no liability for the uninterrupted availability of the system and the website, as well as for system-related interruptions, failures and malfunctions of the technical equipment and the services of Bhakti Event GmbH. In particular, liability is excluded for the failure of communication networks.

11.9 Bhakti Event GmbH shall only be liable for damages to the User in the event of simple negligence - for whatever legal reason - if an institution, employees or vicarious agents of Bhakti Event GmbH has violated an essential contractual obligation. In this case, however, liability is limited to the typical damage caused and limited in amount to the amount of the price of the service mediated. Bhakti Event GmbH assumes any further liability if:

- a. damage caused by an intentional or grossly negligent breach of a contractual obligation by Bhakti Event GmbH, its legal representatives and/or vicarious agents,
- b. Bhakti Event GmbH has guaranteed an essential characteristic of the contractual service before or at the time of conclusion of the contract and these characteristics do not exist after the provision of the contractual services, or
- c. the damage was caused by intentional or grossly negligent breach of a principal contractual obligation, i.e. a contractual obligation so important for the user that he would not have concluded the contract without reliance on the fulfilment of this contractual obligation. to be able to.

11.10 The limitation of liability does not apply in the case of damages resulting from injury to life, body or health resulting from an intentional or negligent breach of duty by the travel agent or a legal representative or vicarious agent of the travel agent.

11.11 Liability for booking errors with the tour operator pursuant to § 651x of the German Civil Code (BGB) remains unaffected.

§ 12 Obligations of the travel agent with regard to entry regulations, visas and insurance

12.1 The travel agent shall inform the customer of entry and visa regulations, including the anticipated time limit for obtaining these documents in the portal or insofar as a corresponding order has been expressly placed by the customer. In principle, each user is responsible for ensuring that the conditions necessary for the use of the overnight stay are fulfilled for his/her person and that all legal provisions - in particular the domestic and foreign exit regulations, health regulations, passport and visa regulations. The same applies to the procurement of required travel documents. Bhakti Event GmbH provides the user with conscientious information on these questions upon request, but cannot assume any liability for them. The user must ensure that the names in the passport, visa and other identification documents correspond exactly to those of the booking/travel documents. Bhakti Event GmbH expressly points out that the regulations may be changed by the authorities at any time. The user is therefore advised to obtain information from the relevant offices and institutions. Detailed and up-to-date information can be read on the website of the Federal Foreign Office at www.auswaertiges-amt.de.

12.2 Otherwise, there is an obligation to provide information or information only if special circumstances known or recognizable to the travel agent require an explicit reference and the corresponding information (in particular in the case of package holidays) are not already included in a travel brochure available to the customer. Please note that you must be in possession of the valid identity documents when you start your trip. Please refer to the detailed information for the type of identification documents required for destination/transit country (identity card or passport, if applicable for children separately), the necessary period of validity and any visa requirements. Non-German nationals and citizens of dual nationality should contact the embassy for separate entry conditions. Please note that we are not obliged to obtain visas or other documents required for the travel process or to carry out authorisation procedures for entry.

12.3 In the event of an obligation to provide information, which is justified in accordance with the foregoing provisions, the travel agent may assume, without any special indication or knowledge, that the customer and his fellow passengers are German nationals and that there is no special features (e.g. dual citizenship, statelessness).

12.4 Corresponding information obligations of the travel agent are limited to the provision of information from or from appropriate sources of information, in particular from current, industry-standard reference works or the disclosure of information embassies, consulates or tourist offices.

12.5 There is no special obligation for the travel agent to research without explicit agreements in this regard. The travel agent can also fulfil his obligation to provide information by pointing out to the customer the need for its own special demand from the relevant information points.

12.6 The above provisions apply accordingly about information on customs regulations, sanitary entry regulations and health precautionary measures of the customer and his fellow passengers.

12.7 The travel agent is obliged to inform the customer whether the travel services he arranges include travel cancellation insurance.

12.8 There is no further obligation with regard to the scope, coverage and insurance conditions of travel insurance, unless otherwise expressly agreed in this regard. Insofar as travel insurance is the subject of the mediation, there is no obligation of the travel agent to provide information, in particular to the extent that the customer is aware of documents handed over to him or available by the provider of the brokered travel service or the insurance documents on the terms and conditions of insurance.

12.9 The travel agent is not obliged to obtain visas or other documents necessary for the execution of the trip without a special, express agreement.

12.10 The travel agent shall not be liable for the issuing of visas and other documents and for timely access, unless the circumstances relevant to the non-issuance or late access are culpable caused by the travel agent or co-caused.

§ 13 prohibition of assignment

An assignment of claims of the user against Bhakti Event GmbH, also to spouses or relatives, is excluded. This concerns claims arising from the mediation contract and in connection with the execution and execution of the mediation contract, as well as from unjust enrichment and tort. The judicial assertion of the aforementioned claims of the user by third parties in his own name is also inadmissible.

§ 14 Consumer dispute resolution

With regard to the Consumer Dispute Settlement Act, the travel agent points out that the travel agent does not participate in a dispute resolution procedure before a consumer arbitration body.

If a consumer dispute settlement after printing these terms and conditions would be mandatory for the travel agent to arrange package holidays, the travel agent shall inform the consumers of this in an appropriate manner.

The travel agent refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr> for all contracts for package holidays concluded in electronic legal transactions.

§ 15 Place of jurisdiction and ineffectiveness of individual provisions

15.1. The place of jurisdiction is Bad Schwalbach in Germany. The traveller can only sue Bhakti Event GmbH at its registered office.

15.2. The traveler's place of residence shall prevail in the case of actions brought by the intermediary against the traveller.

15.3 For actions against merchants or persons who do not have a general place of jurisdiction in Germany, or against persons who have moved their domicile or habitual residence abroad after the conclusion of the contract, or their domicile or ordinary Stay is not known at the time the action is brought, the place of jurisdiction of the intermediary (Bad Schwalbach) is agreed as the place of jurisdiction.

§ 16 Ineffectiveness of individual provisions

The ineffectiveness of individual provisions of the contract does not result in the ineffectiveness of the entire contract.

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