



## General terms of business

### 1. Payments

1.1 Upon receipt of the written booking confirmation, 20% of the travel prize is due immediately as a deposit. This deposit will be accredited to the payment of the full prize

1.1.1 In case the deposit does not arrive with caribica within the next ten days following the booking confirmation and in case there is no deposit, after a reminder of the time limit, caribica is allowed to terminate the contract immediately and cancel the booking .

1.1.2 The remaining amount of the total prize needs to be paid at the latest, 28 days before departure date (counted according to the incoming date with caribica, via bank statement).

1.1.3. In case of short- term bookings - that is when there are less than 28 days between the booking and departure date – the travel prize needs to be paid in full amount to caribica, at the latest 10 days before departure date (counted according to the incoming date with caribica, via bank statement).

1.1.4. WITHOUT prove of payment, no claims for lodging can be made..

1.1.5. We also accept payments via EC cash with a pin code, MasterCard and Visa up to the amount of your personal bank credit allowance.

1.2. Without the full payment of the travel prize, no claims can be made for providing any services.

### 2. 2. Changes

2.1. Should there be any changes, from the side of the customer, within 30 days prior to departure date, regarding the dates of travel and/ or accommodation, we will charge a handling-fee of US \$ 50.

2.2. Should there be any changes from the side of caribica, we will inform the traveler right away, explain the reasons why and offer - within a time frame of 10 days - a cost-free change in the booking or a cost-free cancellation,. This applies only in case the changes are more than minor alterations. The customer's right to cancel is not effected by this regulation.

2.3. In case of an unexpected increase in general costs and /or payments for certain services, caribica reserves the right to adjust its prices accordingly, beyond the indicated prize on the booking confirmation.

2. 4. Up until the departure date, the customer may send another appropriate person – after informing caribica - as a substitute person. Usually this requires a handling-fee of US \$25. In case the

substitute person does not meet the general requirements for travels or, due to legal prohibitions, is not appropriate for serving as a substitute traveler, caribica may object to this person. In case a substitute person enters the contract, the original contractor, together with the substitute person, is liable for the travel costs and any extra costs caused by this change. Person. caribica kann dem Eintritt des Dritten widersprechen, wenn dieser den besonderen Reiseer

### 3. Cancellation

3.1. In case the customer needs to cancel the trip, it should be done in writing. Decisive for reimbursement of travel costs is the time and date of notification of the cancellation with caribica. Usually the cancellation costs are calculate percentage-wise, (in case there is no substitute person available), per person as follows:

up until the 30. day before departure: 20%  
up until the 20. day before departure: 25 %  
up until the 15. day before departure: 30 %  
up until the 7. day before departure: 50 %  
as of the 6. day before departure: 65 %  
in case of no show: 75 %

3.1.1 In case of a cancellation, the costs e.g. for visa, phone and other handling-fees, cannot be reimbursed.

3.1.2 Cancellation fees also apply, in case the designated traveler does not show up in time and / or does not show up at all.

### 4. Uncontrollable Circumstances

4.1 In case the travels will be disturbed, endangered and /or be seriously effected by uncontrollable circumstances (e.g. war, inner conflicts, natural disaster or epidemics) then both parties have the right to terminate the contract. If notice is given before departure, the customer will be reimbursed the full prize. Beyond this, no further claims can be made. However, caribica may charge for those services that have been offered in this context.

### 5. . Guarantees/ compensations

In case the stay in one of the accommodations is considerably effected by deficiencies, the customer may reduce the total prize or terminate the contract. A notification of such a change, however, is only possible after allowing a certain grace period, determined by the customer, for caribica to take care of the problem, during which the problem can potentially be fixed. Such a grace period of notification is not necessary in case the problem is impossible to take care of, or, in case a termination of the contract is justified through special and valid interests by the customer. Beyond this, claims for compensation can be made on the grounds of not full-filling guaranteed contract conditions

### 6. Obligation for participation

6.1. The traveler is obligated to immediately report the deficiencies to caribica. Thus caribica receives the notification and order to take care of the problem, if that should be possible. If the traveler does not comply with this regulation, then no further claims can be made for cost reduction later on.

6.2. If accommodations involve individual arrival, then reports of deficiencies need to be made directly to the land-lord or leasing agent, i.e. his representative

## 7. Handling of deficiencies, and time limits for claims reports and terms of legal limitations

7.1. In case the deficiency could not be taken care of - partially or totally -, together with the leasing agent, a joint report should be written up. Claims due to not full-filling guaranteed contract conditions, as spelled out in the agreement, should be made to caribica within a month's time, past the expected termination of the contract. This should be done in written form.

7.2. According to §§ 651 c to 651 f BGB, claims of the traveler fall under the statute of limitation, which is one year. The term of limitation begins with the date following the end of the travel date according to the contract. In case there are pending negotiations between the leasing agent and the traveler regarding claims or regarding the deficient circumstances, then the statute of a one year limitation will be suspended until the traveler or travel agent no longer agrees to the continuance of the negotiations. The statute of a one year limitation begins, at the earliest, three months after the ending of the suspension period.

### 7.3. Prohibition of transfer

Excluded are transfers of the traveler's claims against caribica to third party members, even spouses and other family members. In the same way, legal claims for compensation through third party members on behalf of the traveler or in the name of the traveler are prohibited.