

GENERAL TERMS



Traume Abenteuer Ltd. is a company registered in Tanzania which carries its business in Tanzania.

1. The placement of any booking/s, whether by means of electronic mail or otherwise, shall be deemed to be confirmation that the Terms have been read and the Guest agrees to be bound by the terms.
2. Unless otherwise notified by Traume Abenteuer Ltd., the Trading Terms apply for the period covered by this Agreement in relation to all operational divisions of Traume Abenteuer Ltd. unless otherwise indicated.

CONDITIONS:

Note: While Traume Abenteuer Ltd. has worked hard to standardize these Trading Terms, there may be cases where, with specific reference to third party supplier bookings, it may be necessary from time to time to vary the payment and/ or other terms, in which event the Guest will be notified at the time the booking is made.

GENERAL

1. Final itineraries will reflect the following:
 1. Accommodation;
 2. Room type(s) and specification;
 3. Meals and/ or beverages included, where and if applicable;
 4. Transfers and or transport where specified.
2. Itineraries may be subject to change at any time, even after issue, due to unforeseen circumstances beyond the control of Traume Abenteuer Ltd. This includes flights, Accommodation, and arranged sightseeing. Every effort will be made to operate itineraries as planned.
3. Traume Abenteuer Ltd. reserves the right to make alterations to and/ or withdraw a tour or any part of it as is deemed necessary, and to pass on to Guests any expenditures or losses caused by delays or events beyond our control. In case of any variation in pricing due to these circumstances, Traume Abenteuer Ltd. reserves the right to adjust the itinerary/ tour costs as necessary.
4. Provision for the handling of baggage by Traume Abenteuer Ltd. will be as per the quotation. Weight restrictions for baggage on some routes on internal/domestic flights may apply, details of which will be provided with documentation.
5. Safekeeping of baggage and personal effects shall always remain at the Guest's risk. Traume Abenteuer Ltd. will assume no liability for lost or damaged baggage.
6. It will be the Guests responsibility to verify with the relevant international carrier the extent of baggage restrictions that may apply.
7. Guests traveling with Traume Abenteuer Ltd. are covered under Traume Abenteuer Ltd. medical emergency evacuation insurance cover. Should it be required to evacuate the Guest, it shall be the Guest's responsibility to ensure that the Guest has enough medical and travel insurance cover in place to cover in-hospital medical expenses and associated costs once admitted to the hospital.
8. By Traume Abenteuer Ltd. subcontracts the flying services to independent operators, Traume Abenteuer Ltd. cannot accept any responsibility in respect of any delay in flights and/ or any inaccuracies of flight schedules that may occur.
9. Traume Abenteuer Ltd. reserves the right to take photographs during the operation of any tour and use them for promotional purposes. By booking a tour with Traume Abenteuer Ltd. it will be deemed that Guests have consented to the use by Traume Abenteuer Ltd. of any photographic image taken of them whilst on tour. Guests who prefer their images not be used should identify themselves prior to final payment to be exempted from the photography waiver clause.

PRICING

1. Price includes our fee for planning and arranging itineraries, handling and operational charges quoted on the current rate of exchange and tariffs and VAT at the relevant rate where applicable.
2. Scheduled sightseeing tours will include entrance fees where stipulated. The price will be subject to revision in event of significant changes in foreign currency, tariff rates, taxes, etc.

PARK FEES ASSUMPTIONS

The United Republic of Tanzania has announced new entry fees to Tanzania National Parks (TANAPA) effective from 1 July 2021. The new fees will affect all safaris traveling after this date, including existing, new, and postponed safaris.

The price quoted assumes the following conservation fees (**valid from July 1, 2021**): Arusha, Tarangire, and Lake Manyara National Parks (\$59 high/53.10low/adult and \$17.70/child); Serengeti National Park (\$82.60 adult and \$23.60/child); Ngorongoro Conservation Area (\$70.80/adult and \$20.60/child plus \$300 per vehicle for each descent into the Crater). Nyerere National Park (\$59/adult and \$35.4/child inclusive of conservation fee); Mikumi, Ruaha, Rubondo and Udzungwa National Parks (\$35.40/adult and \$11.80/child); Mahale National Park (\$94.40/adult and \$35.40/child); and Gombe National Park (\$118/adult and \$23.60/child)

All fees are per person per 24-hour period. Child fees are applicable to children under the age of 16.

HOTELS

The above-noted accommodations will be immediately booked and confirmed upon receipt of payment and/or a signed contract. In the unlikely circumstance that, by the time Traume Abenteuer Ltd. tries to confirm and book, the rooms are no longer available, Traume Abenteuer Ltd will allow the traveler(s) to give input on the selection of alternate locations. The total price may be adjusted as a result.

The traveler is advised to review the websites of the above-noted accommodations and/or to search for and read online reviews. While we do our best to recommend and accurately describe the best accommodation choices for your situation, Traume Abenteuer Ltd cannot be held liable when the traveler's expectations differ from the actual accommodation. Should a traveler arrive at the accommodation and find something unacceptable, Traume Abenteuer Ltd will assist with the identification of a new location, but the costs will be billed to the traveler's account. If the accommodation has a defect that the traveler believes warrants a refund, Traume Abenteuer Ltd will aggressively pursue a refund on the traveler's behalf.

EXCLUSIONS

Unless expressly included, all and any cost (without limitation) of obtaining passports, visas, items of a personal nature such as drinks, laundry, telephone calls, communication, and excess baggage charges shall be excluded from the tour pricing.



BOOKING PROCESS

1. The Guest is responsible for informing Traume Abenteuer Ltd. of any bookings, confirmations, booking amendments, reductions, or cancellations of rooms or services in writing by e-mail to enable Traume Abenteuer Ltd. to make the required itinerary arrangements. The onus of proof of delivery will rest on the Guest. The Guest acknowledges and agrees that the booking process may be facilitated through a travel planner ("TP"), who may act as an intermediary and agent between Traume Abenteuer Ltd. and the Guest in the initiation, processing, amendment, and finalization of itineraries as requested by the Guest from time to time. In this case, all communication in respect of the booking process as contemplated herein will always be conducted between the Guest and Traume Abenteuer Ltd.
2. It is recommended that the Guest be in possession of the required deposit payment before confirming any Reservations with Traume Abenteuer Ltd.;
3. Upon confirmation, the Guest's nationality will be required.
4. Confirmed reservations are invoiced with payment required as per the provisions of the clauses below for Independent Travelers and Groups. Where touring services have been booked the final invoiced amount will be inclusive of an itinerary planning and arranging fee, handling and operational fee, and VAT where applicable but exclusive of the cost of obtaining passports, visas, excess luggage and items of a personal nature unless expressly included;
5. Confirmed Accommodation will be subject to the appropriate payment and cancellation policy as set out in clauses the clauses below for Independent Traveler reservations and for Group Reservations; and
6. A Group would be considered as 15 full-paying guests or more.

Amendments, Reductions, Refunds, and Cancellations:

1. An amendment will refer to a change in travel/arrival date and/or an increase or reduction in the number of rooms or services required, after confirmation.
2. All amendments made will be subject to the cancellation policy.
3. Reservations held by Traume Abenteuer Ltd. where no deposit has been paid or where no guarantee has been given will be canceled by Traume Abenteuer Ltd. on notice to the Guest;
4. All Amendments, Reductions, Refunds, and Cancellation for Independent Travelers will be determined in the sole and unfettered discretions of the suppliers utilized in any itinerary.
5. Refunds will not be made for any missed services.
6. In the event of cancellation of a booking, Traume Abenteuer Ltd. shall be entitled to retain such portion of the booking as may be prescribed by relevant consumer protection legislation (if applicable) in operation in the Country of the jurisdiction where the booking is made or confirmed by Traume Abenteuer Ltd.
7. On cancellation of a confirmed reservation Traume Abenteuer Ltd. will be entitled to:
 1. All Amendments, Reductions, Refunds and Cancellation Policies for groups will be determined at the sole and unfettered discretions of the suppliers utilized in any itinerary
 2. The different Payment Policies relating to Independent Travelers and Groups are found in the clauses below.

CANCELLATION AND CURTAILMENT

In the event of the traveler(s) canceling their reservation for any reason, traveler(s) will be charged a penalty as outlined below. No cancellations or notifications of reduced numbers booked are accepted by phone. Only written notifications are considered valid. Written notifications include email. No-shows are considered canceled at the date of their first expected arrival. There will be no refunds to clients who do not complete an itinerary.

- Upon bookings confirmation, there will be 20% Nonrefundable. For any cancellation circumstances, we advise postponing your trip for the future due to hotel/lodges cancellation policies.

If paid 100% for your bookings confirmation the following will apply;

- More than 120 days before the adventure or tour starts, 20% off the payment.
- 119 to 90 days before the adventure or tour starts, 50 % off the payment.
- 89 to 31 days before the adventure or tour starts, 75 % off the payment.
- 30 days and below or No Show, 100% off total costs.

Note: Tour packages are confirmed upon receipt of a 20% deposit of the total cost of the package. Balance Payable in full 30 days prior to arrival. Full payment or 50% is required if the tour is booked for less than 30 days.

PAYMENT POLICY

GENERAL

1. Unless prior arrangements have been made with Traume Abenteuer Ltd. the Guest shall at all times remain solely liable and responsible for the payment of all invoices issued by Traume Abenteuer Ltd. in respect of Confirmed Reservations, as well as the payment of any cancellation fees due.
2. Payment shall be effected by electronic fund transfer into accounts as provided at the time of confirmation.
3. It is acknowledged by the Guest that, with specific reference to touring services which are arranged by Traume Abenteuer Ltd. pursuant to this Agreement, certain portions of said touring services may be exempt from VAT, whilst other portions may be subject to VAT at the standard or zero rates. To this end, the Guest agrees that prices and /or the fees charged by Traume Abenteuer Ltd. in respect of tour services are inclusive of VAT at the relevant rate, if applicable, but exclusive of any other taxes.
4. Traume Abenteuer Ltd. reserves the right to request payment by credit card or Bank Wire Transfers to secure all short lead-time bookings which have been confirmed within 7 (seven) days of travel.
5. Should the Guest fail to effect any payment on the due date or breach any other Trading Term of this Agreement, Traume Abenteuer Ltd. shall be entitled to:
 1. Cancel this agreement and take such action as may be deemed necessary to recover the full amount owing to Traume Abenteuer Ltd., and/or;
 2. Cancel any future bookings made by the Guest, and/ or;
 3. Recover from the Guest any costs incurred due to late cancellation, and/or;
 4. Refuse to accept any further bookings from the Guest, and/ or;
 5. Request payment from Guests on arrival prior to the rendering of any services, and/ or;
 6. Apportion credits due to the Guest and apply to any amounts which may be due to Traume Abenteuer Ltd. in terms of this Agreement.



INDEPENDENT TRAVELERS

1. The following specific payment policy applies:
 1. On Confirmation within 7 days: 20% of the invoice value
 2. Reflecting in the account at 45 days before arrival: Remaining 75% of the invoice value
2. In addition to the deposit payment all flights, where required would need to be paid in full.

BANKING DETAILS

1. Electronic transfers or bank drafts were drawn must be in favor of the Traume Abenteuer Ltd. entity as listed on the relevant invoice provided by Traume Abenteuer Ltd. as these will vary per entity transacted with.
2. A copy of the deposit slip or bank draft, together with the appropriate Guest/group details, reservation number, and invoice number must be faxed or emailed to the Traume Abenteuer Ltd. reservations consultant being dealt with.
3. Failure to do so may result in any payments being allocated to the first booking held in the system by the Guest.

UNAVOIDABLE CIRCUMSTANCES

The company does not hold itself responsible nor can it be held responsible for any delays prior to departure or, during the course of any tour mentioned whether brought about by technical difficulties, strikes, weather conditions, or any other circumstances whatsoever, whether foreseen or unforeseen.

It is understood that any expenses relating to these unscheduled extensions, amendments, or curtailments (e.g. hotels, meals, airfares, telephone calls, etc.) will be for the travelers' account. We make every effort to ensure that all arrangements and services connected with your tour will be carried out as specified in the most efficient and effective way possible. However, we do not have direct control over the provision of services by suppliers and, whilst they are in all cases selected with the utmost care, we do not accept liability for error and omissions of such suppliers

TRAVEL DOCUMENTS

We do not accept responsibility for any consequences whatsoever from a traveler failing to ensure that he or she has complied with the necessary health, passport, and visa requirements.

TRAVEL INSURANCE

As flexible as Traume Abenteuer Ltd. being in relation to future travel, we highly recommend that guests take out comprehensive travel insurance; including "cancel for any reason" (where still available) to ensure any funds lost can be recovered.

Travel protection plans can include coverage for Trip Cancellation, Trip Interruption, Emergency Medical, and Emergency Evacuation/Repatriation, Trip Delay, Baggage Delay, and more.

Please Note: To be eligible for the waiver of pre-existing medical condition exclusion, the protection plan must be purchased within 15 days (Travel Basic) or 21 days (Travel Select) from the time you make your initial trip deposit. However, the plan can be purchased any time prior to departure. All booked clients of Traume Abenteuer Ltd. will automatically be enrolled for AMREF Flying Doctor's insurance. This enrollment does not replace traditional travel insurance but augments your coverage for emergency transport from safari to Nairobi for onward medical evacuation.

CONTRACTS

Once payment in whole or in part has been made by the traveler for a booking, the traveler shall be deemed to have accepted the terms and conditions contained herein as applicable to the contract entered into between the Company and the traveler.

DISCLAIMER

Traume Abenteuer Ltd., LLC acts only as an agent for the various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services connected with its tours. Such services are subject to the terms and conditions of those suppliers.

Traume Abenteuer and their respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default of any company or person in performing these services. Responsibility is not accepted for losses, injury, damages, or expenses of any kind due to sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws, or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided.

Traume Abenteuer Ltd. is not responsible for any baggage or personal effects of any individual participating in the tours/trips arranged by Traume Abenteuer Ltd. Individual travelers are responsible for purchasing a travel insurance policy, if desired, that can cover some of the expenses associated with the loss of luggage or personal effects.

CHANGE FEES

After a contract has been signed, any change requested by the client will result in a change fee of \$50 per change in addition to any other cost increases (decreases) resulting from the change. Prior to the first day of the safari, Traume Abenteuer Ltd. will waive this change fee for the first change request. Starting on the first day of the safari, no complimentary change requests will be allowed.

GUEST RESPONSIBILITIES

THE GUEST SHALL:

1. Provide at time of confirmation their nationality. This information is used for market data purposes and to determine cost appropriately;
2. Adhere strictly to the provisions of the Trading Terms;
3. Not knowingly engage in any distribution or trade practice or advertising method which will be harmful to Traume Abenteuer Ltd.;
4. Without delay, communicate all bookings and/or cancellations to Traume Abenteuer Ltd. in writing or by fax, or by e-mail;
5. Promptly comply with any reasonable instruction given by Traume Abenteuer Ltd.;
6. Ensure they take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation, and curtailment;
7. Ensure they have the necessary and correct passport, visa, and vaccination requirements to cover all the countries into which travel is planned;



8. Seek medical advice regarding prophylaxis and vaccination requirements for countries and regions into which travel is planned;
9. Understand that in some cases their travel may take them into isolated regions and in proximity with wildlife. Guests will be required to sign conditions and waiver form at the time of their safari;
10. At the time of booking provide all special requests or preferences;
11. The Guest is solely responsible for ensuring that all payments due to Traume Abenteuer Ltd. are received in a timely fashion by Traume Abenteuer Ltd. in accordance with the provisions of the trading terms

TRAUME ABENTEUER LTD. RESPONSIBILITIES

The Company Shall:

1. Have the responsibility of planning and arranging itineraries, provide quotations, make reservations, confirmations, invoicing, and credit control relating to the Accommodation and Travel Packages;
2. Stipulate all Accommodation, room types, specifications, transfers provided on arrival and departure from airport to hotel and return when specified in the itinerary;
3. Be entitled to change flights, Accommodation, and arranged sightseeing due to unforeseen circumstances after the itinerary has been issued. Should this occur Traume Abenteuer Ltd. will inform the Guest. Every effort will be made to operate the tour as planned;
4. Make every effort to secure special requests, however, these cannot be guaranteed;
5. Promptly supply the Guest with brochures, information, and marketing collateral that the Guest may require; and
6. Ensure that all brochures, advertising material and other documents of whatever nature supplied to the Guest are accurate and fully comply with all applicable laws, regulations, rules, and codes of practice.

BREACH

1. Either Party shall be entitled, without prejudice and in addition to any rights which it may have in terms of this Agreement or in law, forthwith to cancel this Agreement or to uphold this Agreement and in either event to claim such damages as it may have suffered in the event that the other Party:
 1. Commits a breach of any of the terms of the trading terms, and fails to remedy such breach within a period of 7 (seven) days after receipt by it of written notice from the other Party calling for such breach to be remedied; or
 2. Takes steps to enter into a compromise with any of its creditors or takes steps or has steps are taken against it for liquidation, winding up, deregistration or judicial management; or
 3. Fails to satisfy any judgment taken against it and of which it is aware and fails, within 10 (ten) days of the date on which the judgment is granted or the date on which it becomes aware of the judgment, whichever is the latter, to take such steps and to continue to take such steps as may be necessary to have the judgment set aside, or, having taken such steps, fails to satisfy the judgment within 10 days after the date on which it becomes final.
 4. If the Guest fails to pay to Traume Abenteuer Ltd. any amount in a timely fashion as set out in the trading terms and fails to remedy such breach within a period of 3 (three) days after receipt by it of written notice from Traume Abenteuer Ltd. calling for such breach to be remedied, Traume Abenteuer Ltd. shall be entitled, without prejudice, to its rights in terms of the trading terms, or in law, to terminate these terms and claim such damages as it may have suffered, and to cancel any Reservations that may have already been made for the Guest.

FORCE MAJEURE

1. If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under the Trading Terms for any cause beyond the reasonable control of that Party (including without limiting the generality of the foregoing: war, civil commotion, riot, insurrection, strikes, lock-outs, fire, explosion, floods and acts of God), the Party so affected shall be relieved of its obligations hereunder during the period of that event and shall not be liable for any delay or failure in the performance of any obligations hereunder or for any loss or damages which the other Party may suffer due to or resulting from such delay or failure, provided that written notice of the inability to perform shall be given by the Party so affected within 48 (forty-eight) hours of the occurrence constituting force majeure.
2. The Party invoking force majeure shall use its best endeavors to terminate the circumstances giving rise to force majeure and upon the termination of these circumstances giving rise thereto, shall forthwith give written notice thereof to the other Party.

DISPUTE RESOLUTION

1. In the event of any dispute, controversy, or claim (a "dispute") as to the rights and obligations of the Parties or as to any other matter arising from or out of or that in any way is related to the trading terms, including any question as to its existence, validity or termination, the Parties shall attempt in good faith to resolve the dispute between themselves.
2. If the Parties are unable to resolve a dispute by mutual agreement within 14 (fourteen) days after the dispute is first communicated in writing by any Party to the others, then the dispute shall be submitted to and decided by arbitration in accordance with the provisions of the Arbitration Act of Tanzania.
3. Unless otherwise agreed by the Parties in writing the arbitration shall be held in Tanzania.
4. The arbitrator shall be obliged to give in writing the reasons for any decision made by him in the course of the arbitration.

GENERAL

1. If any provision of the Trading Terms is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
2. Neither Party may, without the express written consent of the other Party, cede or delegate any of its rights and/ or obligations in terms of this Agreement.
3. Each Party shall co-operate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purposes.
4. No failure by a Party to enforce any provision of the Trading Terms shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.
5. No party, nor the trustee, provisional liquidator, liquidator, provisional judicial manager, or judicial manager of any party, may cede any of its rights or delegate any of its obligations under the Trading Terms.
6. Each party warrants that he is acting as a principal and not as a Guest for an undisclosed principal.



ADDRESSES FOR LEGAL PROCESSES AND NOTICES

1. Any legal process to be served on either of the Parties may be served on it at the address specified for it on page 1 and it chooses that address as its domicile cited at executed for all purposes under the Trading Terms.
2. Any notice or other communication to be given to either of the Parties in terms of the Trading Terms shall be valid and effective only if it is given in writing, provided that any notice given by facsimile or electronic mail shall be regarded for this purpose as having been given in writing.
3. Either Party may by written notice to the other Party change to any other address (other than a post office box number) provided that the change shall become effective on the 7th (seventh) day after the receipt of the notice.

COSTS

All and any costs incurred by either Party arising out of or in connection with a breach of any of the provisions of the trading terms by the other Party, including but not limited to legal costs on the attorney and own Guest scale, shall be borne by the Party in breach.

SEVERABILITY

All provisions of this Agreement are, notwithstanding the way they have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as pro-non-script and the remaining provisions of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceable at the time of execution here of.

CESSION

1. Traume Abenteuer Ltd. shall be entitled, without the consent of the Client, to cede, delegate or assign all or any of its rights and/or obligations under this Agreement to any affiliate within the Traume Abenteuer Ltd. ("the Cessionary"), or a nominee elected by Traume Abenteuer Ltd.
2. On any cession, assignment, and/or delegation taking place in terms of clause 14.1, the Client shall, if so, required by any Cessionary, make all payments to such Cessionary.
3. The Client shall not, without the written consent of Traume Abenteuer Ltd., be entitled to cede, assign, delegate or otherwise transfer any of its rights or obligations under this Agreement to any third party.

ENTIRE AGREEMENT

The covering letter and Trading Terms, read with the applicable confirmation and the relevant Guest agreement in respect of each Reservation, contains the entire agreement between the parties, and Traume Abenteuer Ltd. shall not be bound by any representation, warranties, undertakings, promises, or the like (whether or not made by Traume Abenteuer Ltd., its companies or servants) which are not recorded therein. Subject to the provisions, no alteration, variation, or cancellation by agreement of, amendment or addition to, or deletion from this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and shall be construed in accordance with the laws of the Country of domicile of the relevant Traume Abenteuer Ltd. legal entity through which the booking for Accommodation is made or facilitated.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original of this Agreement with the same force and effect. A facsimile or photocopy of a fully executed counterpart of this Agreement, or of a set of identical versions separately executed by the Parties, will be valid evidence of the existence and the terms of this Agreement.

DEFINITIONS

Definitions For The Purposes Of This Agreement, Unless The Context, Requires Otherwise Shall Be As Follows:

1. "Accommodation" means collectively the provision of third-party services (where relevant) reserved by Traume Abenteuer Ltd.;
2. "Booking Amendments" means any change required by the Guest in the travel and/ or arrival date, any increase or reduction in the number of rooms booked, and/ or any services required after the date of Confirmation;
3. "the/ this Agreement" means the trading terms contained in this agreement as amplified by the provisions of any Annex attached hereto;
4. "Guest" means customer;
5. "Parties" means collectively Traume Abenteuer Ltd. and the Guest, and "Party" means either of them as the context may require;
6. "Rates" means the rates for the Accommodation as set out by Traume Abenteuer Ltd. in its then-current rate documents, as substituted and sent to the Guest from time to time;
7. "Reservation" means a reservation made by the Guest and confirmed by Traume Abenteuer Ltd. in writing;
8. "Confirmation" means written confirmation by the Guest confirming that the reservation will be honored and guaranteed;
9. "Tours and Tour Series" means a pre-arranged tour being organized, marketed, and sold to the Guest prior to commencement which may be single or multiple dates/ departures;
10. "Independent Travelers" shall mean 14 (fourteen) full paying Guests or less per reservation;
11. "Group" and "Group Reservations" shall mean 15 (fifteen) full paying Guests or more per reservation;
12. "Trade Marks" shall mean any registered trademarks registered in the name of Traume Abenteuer Ltd., (including any pending trademark applications), as amended from time to time at the instance of Traume Abenteuer Ltd. and includes the well-known international common law mark, namely "Traume Abenteuer Ltd." and its associated logos and stylized wording, Traume Abenteuer Ltd. being authorized to license the use of these Trade Marks for purposes of this Agreement; and
13. "VAT" means Value Added Tax or any similar consumption tax payable in any country.

ANY PAYMENT TO TRAUME ABENTEUER LTD. CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT HEREIN.