

# **EXTRATOUR Terms and Conditions**

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The present General Terms and Conditions of Travel apply in conjunction with §§ 651 ff. of German Civil Code (BGB) and govern the legal relationship which exists between you and us. They have been compiled on the basis of a recommendation by the German Association of Travel Agencies and Tour Operators (DRV) pursuant to § 38 of the German Act Against Restraints of Competition (GWB) and are accepted by you upon booking. Any deviations in the respective travel description take preference over the above. Please read both your travel description and the subsequent text carefully.

## **1. Registration and Confirmation**

Booking may take place electronically (via e-mail or Internet), in writing, verbally, by telephone or by fax. Such a booking undertaken by you also applies to all participants listed in the registration. In entering into a relevant and separate contractual obligation by dint of acceptance of an explicit and separate declaration, you assume responsibility for your own contractual obligations and for the contractual obligations of such participants also listed. The

contract is concluded upon receipt of our statement of acceptance. Such an acceptance does not require any particular form. Upon conclusion of contract, or shortly thereafter, we will provide you with written confirmation of travel. We are not obliged so to do in the event that your booking is placed fewer than 7 working days prior to commencement of travel. Any deviation between the content of the confirmation and the content of the registration constitutes a new offer which we shall deem binding for a period of 10 days. The contract shall be made on the basis of this new offer in the event that you accept such an offer by providing your explicit consent, by paying a deposit or by paying the balance of monies due within this period of commitment.

## **2. Payment**

Any down payments prior to travel may only be charged upon provision of an insolvency insurance policy certificate pursuant to § 651 k Clause 3 of German Civil Code (BGB). In the event that the duration of a trip does not exceed 24 hours or in the event that such a trip does not include an overnight stay or in the event that the cost of travel does not exceed EUR 75, the full cost of travel may be charged without a requirement to provide the insolvency insurance policy certificate.

Once a contract has concluded and you are in receipt of the insolvency insurance policy certificate, a down payment in the amount of 20% of the cost of travel falls due. Such a down payment is set off against the full cost of travel. We request you to pay the balance of the cost of travel approximately 28 days prior to commencement of travel. Cancellation fees always fall due with immediate effect. The full amount of the cost of travel may fall due immediately in the event that various special flight rates are booked.

Your payments may be processed in the following ways.

### **a) Credit card**

The down payment of 20% of the cost of travel will be charged to your credit card immediately upon conclusion of contract. The remaining balance will automatically be charged to your credit card approximately 4 weeks prior to commencement of travel.

### **b) Bank transfer**

An invoice or notice of credit relating to your reservation will be sent to you by e-mail in PDF format upon conclusion of contract. Please note the due dates for down payment and payment of the balance of monies owed stated on the invoice. Please quote your invoice number when making payments in order to enable us to allocate payments. We will also send the documentation described above (the invoice for the down payment, an invoice for the balance of monies owed, confirmation of booking and the insolvency insurance policy certificate) to your postal address if we receive a specific request from you so to do.

You are required to transfer the down payment in a timely manner to the bank account stated within 10 days of date of invoice providing the invoice number as a reference for the payment. We must be in receipt of the balance of the cost of travel 28 days prior to commencement of travel.

Payment may only be made by credit card in the case of travel which is booked at short notice (fewer than 28 days before commencement of such travel) and in the case of special travel services in respect of which compliance with the deadlines stated above is not possible.

If you require any additional information, our agency (+49 0 551 - 4999333, cost of

calls EUR 0.14 per minute) is available from 10am to 6pm Monday to Friday and will be delighted to assist you further. In the event that you fail to effect payment of the deposit (down payment) and/or the balance in accordance with the payment deadlines agreed, we shall, having issued you with a warning and an appropriate deadline to render such payment, be entitled to withdraw from the contract and to charge you with cancellation fees pursuant to Clauses 5.1 and 18 of the present General Terms and Conditions of Travel

### **3. Changes of Services and Prices**

#### **3.1**

Changes or deviations in individual travel services from the agreed content of the travel contract (e.g. changes of flight schedules, travel itineraries or hotel) which become necessary after conclusion of the contract and which are not the result of a failure on our part to act in a bona fide manner shall be permitted provided that such changes or deviations are not substantial and do not adversely affect the overall structure of travel booked. This shall be without prejudice to any guarantee claims which may be asserted insofar as services amended in this way should prove to be faulty. We will notify you without delay of any changes or deviations in services. In the event of a substantial change to a material travel service, you are entitled to withdraw from the contract at no cost to yourself or require participation in a travel product of at least equivalent value in the event that we are in a position to offer you such a travel service from our range of products without the incurrance of additional fees on your part. We would request you to assert any rights of this nature without delay following our declaration of amendment to the travel service or announcement of cancellation of travel.

#### **3.2**

We reserve the right to amend prices which were advertised and confirmed in the booking process in the following manner in the event of an increase in transport costs or an increase in fees payable for particular services such as port and airport charges or in the event of an alteration in the relevant foreign exchange rate applicable to the relevant travel.

In the event of a rise in the costs of transportation applicable at the time the contract was concluded, and in particular in the event of a rise in the costs of fuel, we shall be entitled to increase the cost of travel on the basis of the following calculation.

a) In the case of an increase related to the seat price, we may require the traveller to pay the cost of such an increase.

b) In other cases, additional transport costs required by transport companies and charged on a per vehicle basis will be divided by the number of seats in the agreed means of transportation and we shall be entitled to request the cost of such an increase thus calculated from travellers in respect of their individual seats.

In the event of an increase in existing fees payable by us at the time of conclusion of contract such as port and airport charges, we shall be entitled to increase the cost of travel proportionately by the relevant amount. In the event of a change in foreign exchange rates after conclusion of the contract, the cost of travel may be increased to cover the additional expense thus incurred by us. Such an increase shall only be permissible insofar as a period of

more than 4 months has elapsed between conclusion of contract and the agreed date of travel, insofar as the circumstances occasioning such an increase have not occurred prior to conclusion of contract and insofar as such an increase was not foreseeable for us at the time of conclusion of contract.

We shall notify you without delay of any subsequent increases in the cost of travel. Price increases made fewer than 20 days before the commencement of travel shall be invalid. In the event of an increase in the cost of travel of more than 5%, you shall be entitled to withdraw from the contract without the requirement to pay fees or require participation in a travel product of at least equivalent value in the event that we are in a position to offer you such a travel service from our range of products without the incurrance of additional fees on your part. We would request you to assert any rights of this nature without delay following our declaration of an increase in price.

#### **4. Cancellation by the customer, rebooking, substitute travellers**

##### **4.1 Cancellation**

You may cancel travel at any time prior to commencement of travel. Such a cancellation shall be made to us at the address stated at the bottom of the present General Terms and Conditions of Travel. We recommend making such a cancellation in writing. We are no longer entitled to assert a claim for the cost of travel in the event that you cancel your travel or do not avail yourself of the travel. In such circumstances we may require appropriate compensation in respect of travel arrangements made prior to cancellation of said travel and in respect of expenses incurred by us in connection with the relevant cost of travel. Such a claim for compensation on our part is calculated on flat-rate basis according due consideration to expenditures normally saved and the possibility of otherwise disposing of services. Please consult Clause 18 of the present General Terms and Conditions of Travel for the amount of compensation which may be claimed.

This shall be without prejudice to your right to demonstrate that no damage has been incurred or that damage incurred is materially less than the flat-rate compensation claimed by us. Notwithstanding the flat-rate fees listed in Clause 18 of the present General Terms and Conditions of Travel, we reserve the right to require higher and specific compensation to the extent that we are able to demonstrate that we have incurred expenses which are materially higher than the respectively applicable flat rate. In such a case, we shall be obliged to quantify and provide specific evidence for such compensation required according due consideration to expenditures normally saved and the possibility of otherwise disposing of services.

##### **4.2 Rebooking**

In the event that changes are made to date of travel, destination, place of departure, accommodation or means of transport at your request after travel has been booked we usually incur the same costs as we would have incurred had you cancelled the travel. For this reason, we are forced to charge you the same level of costs at a time a rebooking is made as would have occurred in the event of cancellation of travel. Notwithstanding this, we charge only a

processing fee of EUR 25 in respect of other, minor amendments to travel.

#### **4.3 Substitute travellers**

The above conditions are without prejudice to your right to nominate a substitute traveller pursuant to § 651 b German Civil Code (BGB).

#### **5. Services not utilized**

No claim for proportional reimbursement of the cost of travel exists in the event that you are unable to avail yourself of individual travel services offered to you in proper manner as a consequence of early return or for other compelling reasons. Notwithstanding this, we will undertake endeavours to obtain reimbursement in respect of expenditure saved from our service providers. Such an obligation shall not apply in respect of services of negligible value or in cases where such a reimbursement would be in contravention of statutory stipulations or official regulations. Reimbursement of original vouchers (such as for hotel chains, rental cars) in circumstances where we have acted as an agent only is regulated in Clauses 5.1 and 18 of the present General Terms and Conditions of Travel under "Cancellation" and "Cancellation fee" respectively.

#### **6. Cancellation due to failure to achieve a minimum number of participants and cancellation by the tour operator**

We may withdraw from the travel contract up to 28 days prior to commencement of travel in the event of the failure to achieve a minimum number of participants either advertised or officially stipulated only insofar as a minimum number of participants is stated in the travel description and in the respective confirmation of travel and insofar as said minimum number and the period before the contractually agreed commencement of travel by which declaration of cancellation is to be provided are clearly and legibly stated. In every such case we shall be obliged to notify you without delay should such a reason for the non-execution of travel arise and to provide you with the declaration of cancellation as quickly as possible. You will be reimbursed monies paid in respect of the cost of travel without delay. We will notify you in the event that it becomes apparent at an earlier stage that the minimum number of participants cannot be achieved.

#### **7. Cancellation due to unacceptable conduct**

We may withdraw from the travel contract or give notice of termination of the travel contract after commencement of travel without notice in the event that a traveller persistently disturbs the execution of travel despite having received a warning from us or in the event that a traveller conducts him or herself in a manner that constitutes breach of contract to such an extent that immediate cancellation of the contract is justified. We retain the right to assert a claim for the cost of travel in the event that we terminate a contract in such circumstances. Notwithstanding this, we shall be obliged to give credit for the value of expenditure saved and for the benefits we accrue in otherwise disposing of services not utilised including amounts

credited to us by service providers.

## **8. Cancellation of the contract due to force majeure**

Your attention is drawn to the statutory provision contained within German Civil Code (BGB) in this regard. Said provision is worded as follows.

"§ 651 j BGB"

(1) "In the event that travel is significantly impeded, endangered or adversely affected by reasons of force majeure that could not have been foreseen at the time the contract was concluded, this shall constitute sole grounds for cancellation of the contract by both the tour operator and the traveller.

(2) In the event of cancellation pursuant to Clause 1 above, the provisions contained within § 651e Paragraph 3, Clauses 1 and 2 and Paragraph 4 Clause 1 shall apply. Both parties shall bear half the additional costs incurred in respect of return transportation. Additional costs shall otherwise be borne by the traveller."

## **9. Liability of the tour operator (limitation of liability)**

### **9.1. Limitation of contractual liability**

Our contractual liability in respect of damages which do not relate to bodily injury shall be limited to a maximum of three times the cost of travel:

- a) insofar as damage to the traveller was not caused as a result of intent or gross negligence on our part or
- b) insofar as damage caused to a traveller for which we are responsible has been solely occasioned by the culpability of a service provider.

### **9.2. Limitation of tortuous liability**

Our tortuous liability in respect of damages which are not the result of intent or gross negligence shall be limited to a maximum of three times the cost of travel. Said maximum liability sum applies in respect of each customer and each travel product. This limitation of liability shall be without prejudice to any additional claims which may occur in connection with luggage pursuant to the Montreal Convention.

### **9.3. Exclusion of liability for external services**

We shall not be liable for disruptions to services and damages to persons and property occurring in connection with services in respect of which we act only as a agent in the provision of external services (such services include excursions, sporting events, theatre visits, exhibitions, transportation services from and to the listed places of departure and arrival) insofar as such services are clearly and explicitly identified in the travel description and confirmation of travel as external services rendered by an external contractual partner and are recognisable as not constituting a constituent part of services rendered by us. Notwithstanding this, we shall be liable in respect of:

- a) services which include transportation from the stated place of departure of travel and to the stated destination, interim transportation during travel and accommodation during travel
- b) in the event that and to the extent that damages you have incurred are occasioned by a breach of obligation on our part to provide information and organizational services.

## **10. Guarantee**

### **10.1 Remedy and duty to cooperate**

You shall be entitled to seek remedy in the event that travel is not provided in accordance with the present contractual agreement. Notwithstanding our primary duty of performance, cooperation on your part is required. For this reason, you are obliged to undertake all reasonable actions to assist in rectifying disruptions to service and in minimising or avoiding completely any damages which may be incurred. You are particularly obliged to notify us of complaints without delay. This obligation applies in all cases except in circumstances where such notification is obviously futile or otherwise unreasonable. Your initial point of contact should be our local representative at the respective destination (please consult your travel documentation). Our tour guides or local representatives are charged with the task of providing remedy to the extent that this is possible. Tour guides and local representatives are not, however, authorised to recognise claims. In the event that travel documentation does not include any indication as to the identity of a local representative we would request you to contact us directly.

EXTRATOUR may be contacted via the telephone number 0049 (0) 551 4999333 or via the extension number stated in your travel documentation.

Monday to Friday 10am to 6pm

In every instance please provide us with the travel number listed in the voucher/rental agreement, the travel destination, travel dates and the extension number stated above.

### **10.2 Provision of a deadline before cancellation of the contract**

In the event that you wish to cancel your travel contract for cause pursuant to § 651 e German Civil Code (BGB) due to a deficiency in travel of the nature stated in § 615 c BGB and on the basis of unreasonableness identifiable on our part, you must set an appropriate prior deadline for us to provide remedy. This obligation applies in all cases except in circumstances where remedy is impossible or where remedy is refused by us or in circumstances where immediate cancellation of the contract by you is justified by a particular interest identifiable on our part.

### **10.3 Lost or delayed luggage**

We urgently recommend you to report without delay damage to luggage or delays in the delivery of luggage at the place where such damage or delays occur using the Passenger Irregularity Report Form (P.I.R.) of the airline in question. Failure to fill in a P.I.R. will normally result in a refusal to pay compensation on the part of the airline. Such a P.I.R. is required to be submitted within 7 days of receipt of form in the case of loss of luggage and within 21 days of receipt of form in the case of delays in the delivery of luggage. The travel

guide or the local representative office of the tour operator should also be notified of any lost or delayed luggage and of any luggage which has been misdirected.

#### **10.4 Travel documentation**

Please notify us in a timely manner if the necessary travel documentation does not reach you within the deadline stated.

#### **11. Exemption of claims**

You may assert against us any claims in respect of non-performance of contractually agreed travel services within one month of the contractually scheduled termination of travel. Such claims should be directed to the address stated below. Once this period has expired you may only assert claims in circumstances where you are not responsible for failure to comply with said deadline. Notwithstanding this, such a deadline does not apply in respect of reporting damage to luggage, delays in the delivery of luggage or loss of luggage in conjunction with flights pursuant to Clause 10.3. Such claims must be submitted within 7 days of receipt of form in the case of loss of luggage and within 21 days of receipt of form in the case of delays in the delivery of luggage.

#### **12. Limitation period**

A limitation period of two years applies to claims you assert pursuant to §§ 651 c) to §§ 651 f) of German Civil Code (BGB) in respect of damage to life limb or health and to claims which you assert on the basis of intentional or negligent breach of contractual obligation by the tour operator or by a legal representative of the tour operator or by a vicarious agent of the tour operator. This also applies in respect of compensation for other damages caused by intentional or grossly negligent breach of contractual obligation by the tour operator or by a legal representative of the tour operator or by a vicarious agent of the tour operator. A limitation period of one year applies in respect of all other claims arising pursuant to §§ 651c to 651f BGB. Said limitation period commences on the day of the contractually scheduled termination of travel. In the event of any dispute or negotiations between us regarding the claim or the circumstances forming the basis of the claim, such a limitation period shall be suspended until such time as you or we refuse to continue negotiations. The earliest point at which the limitation period shall enter into effect shall be 3 months after such a suspension.

#### **13. Obligations to provide information about the identity of the airline operating the service; (so-called "Black List" of unsafe airlines)**

The EU Regulation on the Establishment of a Community List of Air Carriers Subject to an Operating Ban within the Community and on Informing Air Transport Passengers of the Identity of the Operating Air Carrier obliges us to inform you of the identity of the carrier operating your flight at the time of booking and further obliges us to notify you of all other air

transportation services to be rendered within the scope of travel booked. In the event that the identity of the airline operating the flight is not known at the time of booking, we are obliged to notify you of the airline or airlines which is or which are likely to operate the flight. As soon as we know which airline will operate the flight, we will inform you. In the event of a change to the airline operating the flight we will notify you of any such change without delay. The so-called "Black List" of unsafe airlines is available at [http://ec.europa.eu/transport/airban/list\\_en.html](http://ec.europa.eu/transport/airban/list_en.html) and other websites.

#### **14. Passport, visa, customs, foreign currency and health regulations**

**14.1** We are obliged to notify citizens of a state of the European Union in which travel is being offered of passport, visa, and health regulations prior to the conclusion of the contract and to provide information about any possible amendments to such regulations prior to commencement of travel. Information will be provided to citizens of other states by the respective consulate. In providing information, we act under the assumption that no particular circumstances apply in respect of your person and any co-travellers (such as dual nationality, statelessness).

**14.2** You bear sole responsibility for obtaining and taking with you any necessary travel documentation. You further bear sole responsibility for obtaining any vaccinations which may be necessary and for compliance with customs and foreign exchange regulations. You bear the cost of any disadvantages which may occur as a result of failure to comply with such regulations, such as payment of costs of return travel. The above does not apply in circumstances where we have acted culpably in failing to provide you with sufficient information or by providing you with incorrect information.

**14.3** We are unable to accept any liability in respect of the issuing and delivery of necessary visas in a timely manner by the respective diplomatic representation. This shall also apply in cases where you have commissioned us with the task of obtaining such visas insofar as we are not in culpable breach of our obligations.

#### **15. Travel insurance (travel cancellation insurance)**

Please note that the prices of travel do not include travel cancellation insurance or additional expenses coverage (including reimbursement of reasonable additional travel and accommodation costs). You will incur cancellation costs in the event that you cancel your travel prior to the date of its commencement.

Additional return travel costs and other additional expenses may be incurred in the event that you cut short your travel. For these reasons we recommend that you take out specialised EXTRATOUR travel insurance policy from EUROPÄISCHE Reiseversicherung AG. This includes travel cancellation insurance and comprehensive travel cover including a 24-hour emergency telephone service.

#### **16. Applicable law**

The existing contractual agreement between you and us is exclusively governed by German law. The same applies in respect of all legal relations between us. Insofar as liability claims not based on the application of German law are asserted against us abroad, German law shall continue to apply exclusively in respect of the legal consequences of such claims, in particular in respect of the nature scope and amount of any such claims. The provisions herein below stated in Clauses 17.3 a) and b) shall otherwise apply.

### **17. Place of jurisdiction is Göttingen**

### **18. Cancellation fee**

(cf. Clause 5.1)

Package holidays/land arrangement/Marathon Events  
(including flights, scheduled flights and charter, which can only be booked in combination with a land arrangement), hotels, transfers, excursions, Starter packages

Up to 31 days before start of travel 25% of the total price

Up to 22 days before start of travel 35% of the total price

Up to 14 days before start of travel 50% of the total price

Up to 7 days before start of travel 65% of the total price

6 days and less before start of travel 80 % of the total price

Up to 31 days before start of travel name change possible, charge 25 EUR.

### **Tour operator**

**EXTRATOUR Göttingen Reisebüro GmbH**

**Burgstr. 7**

**37073 Göttingen**

**Phone: 0551-4999333**

**Fax: 0551-46043**

**Sitz und Amtsgericht**

**Göttingen, HR 1788**

**Geschäftsführer:**

**Dipl.-Kfm. Joachim Bekedorf**