

General Terms and Conditions - *tour concept travel & transport management gmbh, berlin*

1. Validity of the Terms and Conditions

1.1 The business relations between tour concept travel & transport management GmbH (the "Agency") and its Clients are subject exclusively to the following Terms and Conditions, which shall apply even though they are not expressly agreed again in any future contracts. The present Terms and Conditions shall also apply to any information and counselling services provided by the Agency.

1.2 Any Terms and Conditions of the Client, which the Agency has not expressly accepted in the form of text, shall not become part of the contract even if the Agency has not expressly objected to them. Any deviations from the Terms and Conditions of the Agency shall not be valid unless agreed in writing or expressly accepted in writing.

2. Offers and conclusion of contract

2.1 Offers made by the Agency are subject to change, i.e. they are deemed invitations to Clients to submit an offer. No contract shall be brought about until the Agency has provided confirmation in text form of the written or verbal offer submitted by the Client.

2.2 The content of the contract shall be subject to the authoritative confirmation of order in text form by the Agency. In the event of a service being rendered by the Agency without prior confirmation of order, the documentation (invoice, delivery note, etc.) accompanying the service concerned shall be deemed a confirmation of order.

3. Subject matter of the contract

3.1 The type and scope of services to be rendered by the Agency shall depend on the provisions contained in the contract. Any deviations from the content of the contract or from these General Terms and Conditions shall not be valid for the performance of the contract unless they have been confirmed by the Agency in text form.

3.2 Prospectuses that are not issued by the Agency are not binding for the Agency or its obligation to render its services, insofar as they have not been made object of the travel contract through explicit agreement with the Client in text form.

3.3 If the Client also intends to conclude the travel contract for third parties (accompanying travellers), s/he must formally submit the names and the addresses of said third parties to the Agency at conclusion of contract.

4. Changes to services

4.1 The Agency may only change travel services as agreed in the content of the travel contract, if said changes are not considerable and do not impair the overall form of the travel arrangements. Any changes must be reasonable for the Client, taking into consideration the interests of the Agency.

4.2 The Agency shall inform the Client without delay about any substantial changes in services and the reasons for said changes. Considerable changes to the services rendered require the approval of the Client, and this is regarded as granted, if the Client does not object to a change to services of which s/he has been informed without delay, however within three working days at the latest, and the Agency has drawn attention to the consequences of such failure to object in the notification of the change to services.

4.3 If a fundamental travel service is changed considerably, the Client retains the right to withdraw from the travel contract. The Client must declare the withdrawal immediately after receiving notification of the changes.

4.4 Claims by the Client due to inadequate travel services remain unaffected, even if the Client has accepted the changes to services, as long as the changed services are inadequate.

5. Price changes

5.1 The Agency has the right to increase prices, even after conclusion of contract, if this is provided for in the contract showing exact details concerning the calculation of the new price and if this allows for an increase in the carriage costs, the charges for certain services, such as harbour dues or airport charges or a change to the valid exchange rates for the respective journey. It is a precondition that more than four months lie between the conclusion of contract and the beginning of the travel.

5.2 If the travel price increases by more than 5%, the Client is entitled to withdraw from the travel contract. The Client must assert his/her right to withdrawal vis-à-vis the Agency without delay following receipt of notification of the price increase by the Agency.

6. Payment

6.1 The Agency may only demand or accept payments by the Client before the end of the journey, if the Client has been issued with a security note. Invoices from the Agency must be paid without deductions within 14 days of date of invoice.

6.2 If the customer is in default of payment, the Agency is entitled to withdraw from the travel contract and to demand withdrawal costs from the Client as outlined in fig. 7.

7. Withdrawal and cancellation fees

7.1 Before start of the journey, the Client can withdraw from the contract at all times. The Agency must be informed of the reasons for withdrawal - for reasons of proof, preferably in text form.

7.2 If the Client cancels the journey before the travel starting date, the Agency does not have a right to claim the travel price. Instead, the Agency can demand an appropriate compensation, the amount of which is determined by the travel price after deducting the value of the expenses saved by the Agency. If the Agency is otherwise able to make use of the travel services, this must also be taken into consideration when assessing the compensation. The compensation is no longer due, if the Agency is responsible for the Client's cancellation or in cases of Force Majeure. In cases of Force Majeure, the legal regulation Art. 651 j BGB (German Civil Code) applies.

7.3 The Agency liquidates its claims for compensation in a lump sum, taking into consideration the point in time of the cancellation, the expenses usually saved and the possible further utilization of the travel services in certain circumstances. The decisive aspect for the calculation is the receipt by the Agency of the cancellation notice from the Client according to the following table:

10% cancellation up to three months before start of travel
15% cancellation up to two months before start of travel
25% cancellation up to 30 days before start of travel
50% cancellation up to 20 days before start of travel
60% cancellation up to 15 days before start of travel
70% cancellation up to 7 days before start of travel
80% cancellation after the 7th day before start of travel

7.4 As a rule, individual compensation amounts are agreed for travel groups.

7.5 The Client reserves the right at all times to furnish proof of the fact that the Agency has suffered no damage or significantly less than claimed.

7.6 The Agency may demand higher compensation instead of the figures outlined above or the agreed lump sums. In this case, the Agency is obliged to furnish proof of the amount of damage, taking into consideration the expenses saved and any other utilization of the travel services.

8. Changing bookings

Following conclusion of contract, the Client does not have the right to changes with respect to the travel dates, destination, point of departure, accommodation or the method of transport.

Nevertheless, the Agency shall take requests for changes to bookings into consideration as far as possible.

The Agency has the right to demand an appropriate fee for changes to the booking.

9. Services not utilized

If the Client does not utilize individual travel services, this does not lead to a reduction in the price of the journey. However, the Agency shall attempt to obtain a price reduction for the expenses hereby saved from the renderer of services and pass this on to the Client.

10. Obligations of the Client

10.1 Notice of defects

If travel services are not rendered as specified in the contract, the Client must inform the Agency of this without delay. If the Client fails to notify the Agency at his/her own fault, a price reduction cannot be asserted. This does not apply if the notification is futile or unacceptable for other reasons. If a tour guide is available on location, s/he must be notified of the defects, otherwise the Agency must be notified.

10.2 Setting a deadline before cancellation
If the journey is inadequate in the sense of Art. 651 c, para. 1 BGB, the Client may cancel the travel contract pursuant to Art. 651 e BGB. Prerequisite for this is, however, that the Client has first of all set an appropriate deadline for the Agency, within which period the defect has not been removed. It is not necessary to set a

deadline if it is impossible to remove a defect or if the Agency refuses to do so or if the immediate cancellation of the contract is justified by a special interest of the Client.

10.3 Loss of luggage and late arrival of luggage
The Agency recommends notifying damage to or loss of luggage during flights immediately to the responsible flight carrier on location. The Agency hereby draws attention to the fact that, as a rule, flight carriers reject refunds, if the damage is not reported or if it is reported late. Notices of claims must be refunded within 7 days for loss of luggage and within 21 days for late arrival of luggage.

10.4 Travel documents

The Client must inform the Agency in text form if s/he does not receive the required travel documents such as airplane ticket or hotel voucher by the deadline specified by the Agency.

11. Limitation of liability

11.1 The contractual liability of the Agency for damages suffered by the Client, with the exception of damage to health and injury, is limited to the threefold price of the journey, unless the Agency has caused the damage suffered by the Client intentionally or due to gross negligence.

11.2 The tortious liability of the Agency for damage to property is also limited to the threefold price of the journey in cases of mild negligence. Claims by the Client according to the Montreal Agreement due to damage to or loss of luggage remain unaffected by the limitation.

12. Exclusion and limitation of claims by the Client

12.1 Claims made because the journey was not as outlined in the contract must be lodged against the Agency by the Client within one month following the end of the journey as specified in the contract. If the Client is unable to keep to this deadline through no fault of his/her own, the time limit extends for the period of time that the hindrance lasts. Deadlines for the notification of luggage losses or damage to luggage as outlined in fig. 10.3 of these General Terms and Conditions remain unaffected.

12.2 Claims by the Client to a price reduction, cancellation or compensation (Art. 651 dff BGB) expire in one year, beginning with the day on which the journey should end as specified in the contract.

13. Forwarding services

If the Agency renders forwarding services in the sense of Art. 453 HGB, (German Commercial Code), the German General Conditions for Forwarders (ADSp) shall apply, as they override these General Terms and Conditions but do not supersede them. Instead of fig. 23 to 29 of the ADSp, the legal regulations of Arts. 461 - 466 HGB shall apply.

14. Passport, visa, customs, foreign currency and healthcare provisions

14.1 The Agency shall inform the Client about the regulations concerning passport, visa and healthcare provisions for citizens of the EU states before conclusion of contract as well as about possible changes before the travel begins.

As for citizens of other states, the Client should contact the respective Consulate, whereby the Agency shall support the Client where possible.

14.2 The Client bears responsibility for obtaining and possessing, in due time, the necessary travel documents, in particular passport and visa. The same applies to the required inoculations as well as adherence to customs and foreign currency regulations. Any disadvantages that occur due to non-observance, in particular cancellation fees, shall be borne by the Client, unless the Agency is to blame for informing the Client insufficiently or falsely. The Agency is not liable for the timely issue of necessary visas, unless the Agency is responsible for the delay.

15. Agency services rendered by the Agency

In individual cases, the Agency is not itself a travel company, but only acts as an agent in arranging travel services. At conclusion of contract, the Agency shall explicitly and in visibly highlighted form refer to the fact that it is only rendering agency services. In this case, the following applies in deviation from the above General Terms and Conditions and as a supplement to them:

15.1 Contract partners

All rights and obligations of the Agency's Client towards the contractor of the services rendered are exclusively subject to the agreements made with said contractor (provider of services), in particular its business terms or conditions of transport. In the internal relationship between

the Client and the Agency, this shall also apply in the event that the Agency acts in its own name towards the provider of services. The Agency only acts as the representative of the Client, who is authorised and dutybound directly out of the contracts concluded.

The Agency shall be obliged to provide its Clients with any and all information necessary for the utilization of the services procured. In addition to the above, the Agency shall safeguard the Client's rights and interests towards the provider of services involved, assert any and all contractual claims in favour of the Client, and process the contracts on behalf of the Client, insofar as no services must be rendered directly to the Client (e.g. carrying out the transport, granting overnight accommodation).

15.2 Powers of attorney

The Client grants negotiating and contractual powers to the Agency. The Agency shall be entitled to conclude contracts with third parties relating to the services described in the order both in its own name and in the name of the Client. In doing this, the Agency shall observe the limits stated in the order, in particular with respect to the costs involved.

15.3 Transfer of rights

Insofar as the Agency acts in its own name towards a provider of services, it shall, at the Client's request, disclose its quality as representative of the Client and its consequential direct entitlement towards the provider of services. In the internal relationship, the Agency shall be obliged to transfer to the Client any and all rights and obligations arising from the contracts brought about by the Agency, unless such transfer is made ipso jure.

15.4 Reimbursement and compensation of costs

The Client shall be obliged to pay any liabilities incurred towards the provider of services resulting from the contracts brought about by the Agency. Unless a compensation payable to the provider of services directly has been expressly agreed, the compensation shall be paid via the Agency.

15.5 Warranties and liability

The Agency does not make any warranty relating to the services procured by it, as it is not a provider of services. The Agency is not liable for disruptions in the services rendered, personal injury or damage to property in connection with the services that it has merely arranged as external services. If the Agency infringes its obligations of notification, duty of disclosure or its organisational duties with respect to the services arranged by it, the Agency is liable pursuant to fig. 11 of these General Terms and Conditions.

15.6 Insurance

The Agency hereby wishes to point out the insurability of the services procured by it, including, in particular, travel disability and baggage insurance and insurance against the risk of cancellation of events. Without express agreement with the Client, the Agency shall not be obliged to procure such insurance contracts or to conclude such insurance contracts on behalf of the Client.

15.7 Foreign law

With respect to the services of third parties arranged by the Agency, foreign law may be applicable, as in this respect only the agreements between the Client and the third party apply.

16. Client data

The Agency shall store any data obtained from its Clients in accordance with Art. 26 Bundesdatenschutzgesetz (Federal Data Protection Act).

17. Choice of law

German law exclusively applies to the legal relationship between the Client and the Agency.

18. Place of jurisdiction

18.1 The place of jurisdiction is the registered office of the Agency.

18.2 In the case of any legal action brought by the Agency against the Client, the place of residence of the Client shall be decisive. For Clients who are business people, legal entities in public or private law or persons whose domicile or usual place of residence is abroad, or whose domicile or usual place of residence is not known at the time when legal action is initiated, the registered office of the Agency is agreed as the place of jurisdiction.

Provisions of international agreements or foreign legal systems that are not contractually mandatory have priority over the agreement concerning the place of jurisdiction.