

Incoming: Terms and Conditions between CONTI-REISEN GMBH and the Tour Operator

The following Terms and Conditions are the basis of all legal dealings between CONTI-REISEN (hereinafter called CR) and its clients, provided that the conditions named in the booking confirmation do not differ.

1. Conclusion of a Travel Contract

CONTI-REISEN provides information and programs free of charge and subject to alteration.

After submitting a written offer and following acceptance of this offer by the client, CR shall as a rule send the booking confirmation within 14 days. Should the booking confirmation differ from the offer, then the booking confirmation is an offer of a new contract to which CR is bound for 10 days.

2. Terms of Payment

- a) When arranging individual services:
full payment is to be made within 14 days after the booking confirmation is received.
- b) When arranging package tours
After the booking confirmation has been received, a deposit of 20% of the confirmed tour price per tourist is due not later than 12 weeks prior to the start of a tour. Payment of the balance is to be made by the client not later than 3 weeks prior to the start of a tour. Only after the total amount as stipulated in the contract has been received by CR, the documents for the tour will be sent to the client.

Special conditions, which can arise for example in connection with event tours or flights, will be sent to the client with the booking confirmation.

3. CR Services

The contractual services of CR are in accordance with the description of the services in the program as well as in the tour documents, in particular in the booking confirmation. Should brochures of places or hotels differ from the CR booking confirmation or the CR tour documents, then only the information given by CR is valid. Additional agreements, special agreements, agreements concerning specific wishes of the client are included in the booking confirmation. CR accepts no liability of any kind for a client's final package which is made up of his own services.

4. Price Alterations

Prices are subject to alterations until four weeks before the start of a tour in particular due to economic restructuring, unforeseen events, changes in the foreign exchange rate of more than 2 %, oil surcharges for ships and planes, alterations in taxes or changes in the length of tourist seasons.

5. Service Alterations

Services are subject to alterations when they are necessary and do not give rise to a breach of faith as long as the changes are inconsiderable and the general character of the booked services is not impaired.

In particular accommodation in hotels of the same standard and the same category is considered as a service of CR as stipulated.

6. Cancellation by the Client

The right of cancellation can only be exercised on the condition that professional marketing has been carried out by an orderly businessman. CR reserves the right to request the relevant publicity material. A foreseeable failure on the part of the client must be communicated to CR in good time.

- a) When arranging individual services:
after confirmation 100% cancellation fee
- b) Provided nothing different is stated in the booking confirmation, the client has the right to withdraw with no costs involved until 12 weeks prior to start of tour. After that, CR is entitled to charge cancellation fees as follows:
 - * 12 – 8 weeks prior to start of tour:
25% of the tour price per person
 - * 41 – 21 days prior to start of tour:
35% of the tour price per person
 - * 20 – 16 days prior to start of tour:
50% of the tour price per person
 - * 15 – 03 days prior to start of tour:
80% of the tour price per person
 - * 02 – no show: 100% of the tour price per person

Decisive for the above time limits is the date on which CR receives the cancellation. The cancellation must be made in writing.

Note: Should the information in the booking confirmation be different, it replaces the above time limits.

7. Changes at the Request of the Client

Should the client request program or booking changes after completion of contract, CR can make them provided they are financially reasonable. Additional costs for program and booking changes are borne by the client. In the case of individual services the regulation noted in 6 a) is valid.

8. Substitute Participants

The client can name substitute participants until four weeks prior to start of tour provided that they meet the particular requirements of the tour and no legal regulations or official rulings stand in the way of their participation.

9. Obstructive Behaviour by the Participant or the Agents of the Contracting Party

CR can terminate the contract without notice if despite a warning the client or his agents continue to obstruct the fulfilment of the contract to such a degree that CR can no longer be reasonably expected to carry out the tour. This is also valid if the client or his agents do not pay heed to factually based information. In this case CR retains its right to payment irrespective of further claims for damages.

10. Minimum Number of Participants

The minimum number of participants is noted in the booking confirmation. Should the minimum number of participants not be attained by the client, CR reserves the right to raise the price or to withdraw.

11. Withdrawal by CR

CR can withdraw from a contract at any time if a service which had been assured by its partners can no longer be provided and an equivalent alternative cannot be procured. The client immediately gets a full refund of all the money so far paid in. No further claims exist.

12. Liability

a) CR guarantees a careful choice of partners and a thorough preparation of the tour. Should the tour services contracted by CR not be as stipulated, CR is to be notified without delay and, if required, be furnished proof. Should the client not give CR notification of shortcomings, all ensuing claims against CR are excluded. Should a tour not go according to the way agreed on within the limits of liability, the client can demand redress. CR can refuse to accept this if it requires a disproportionate expenditure. Should CR not provide redress within the period of time agreed on with the client, the client can take corrective measures and demand refund of the necessary expenditure. It is not necessary to set a time limit if CR refuses redress or if a specific interest of the client justifies his taking immediate corrective measures himself. Should the tour be considerably hampered by a shortcoming, the client can set a reasonable time limit to rectify the situation. Should this period of time not be made use of, the client can cancel the contract. It is not necessary to fix a time limit if corrective measures are impossible or are refused or the immediate cancellation is justified by a legitimate interest of the client. If a cancellation is legitimate, CR can demand compensation for services which have already been rendered or which are necessary in order to end the tour.

In the case of force majeure, strikes, lockouts and other actions in labour disputes, unpredictable incapacity of the agents, state interventions and other similarly grave reasons, CR is not liable. Excluded are cases where CR could have foreseen the aforesaid occurrences or where CR was aware of the aforesaid occurrences beforehand.

b) CR limits its liability for damage which is not bodily damage to three times the amount of the price of the contracted service provided a client's damage was neither caused intentionally nor was it due to gross negligence, or provided the damage caused to the client was due solely to an intentional or grossly negligent breach of duty by a legal representative or agent of CR.

Should international agreements or legal regulations based on such agreements, according to which a claim for damages can arise or be put forward only under certain conditions or limitations or which is excluded under certain conditions, be valid for a tour service which is to be provided by CR, then CR can refer to them.

13. Duty to Cooperate on the Part of the Client and his Tour Participants

The client has the duty to undertake all reasonable steps in order to restrict the extent of eventual damage as far as possible.

14. Exclusion of Claims and Limitation

Claims because of inadequate tour services, of later impossibility or because of the breach of secondary duties must be made in writing to CR by the client within a month after the planned finish of the tour. The CR stamp for incoming mail is decisive. After expiry of the time limit, claims can be put forward only if without any fault of his own the client was not able to meet the deadline. Claims from the client because of inadequate tour services, later impossibility or because of the breach of secondary duties become invalid after a period of twelve months after the planned finish of the tour. Should the client put forward claims within a month after the planned finish of a tour, then limitation is held up until CR dismisses the claims in writing.

15. Place of Jurisdiction; Written Form

The contracting parties are fully qualified businessmen. The place of jurisdiction is Cologne, Germany. The law of the Federal Republic of Germany applies.

Should parts of these conditions be invalid, they are to be altered in such a way that they retain their business purpose; all other conditions remain unaffected by this and do not render the signed contract void. Individual verbal agreements acquire validity only when confirmed in writing by CR.

Please note that these Terms and Conditions are a translation of the "Incoming: Allgemeine Reisebedingungen zwischen CONTI-REISEN GMBH und Tour-Operator". In the case of conflict the original German text applies.

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