

**GENERAL TERMS AND CONDITIONS
FOR
GEMEINNÜTZIGEN ERHOLUNGSWERKS e.V.**

Our general terms and conditions (GTC) regulates the legal relationship for all travel contracts between you and GEW and complements the statutory provisions regarding travel in paragraph 651 a-I of the BGB (German Civil Code). They are accepted by you on making your reservation and are communicated by us before booking. They are an integral part of the travel contract.

1. TRAVEL CONTRACT

1.1 On registering the customer provides the travel operator with a legally binding closure of a travel contract. Registration can be effected in writing, orally, or over the telephone, or by internet via the GEW web portal. This also applies to all participants listed by the customer on registering. The customer accepts the contractual obligation on their behalf as well as his or her own obligations. The agreement comes into effect on receiving written confirmation from GEW. The customer will receive written confirmation for the tour from GEW. If the content of the confirmation for the tour differs from the content in the registration, a new proposal will be received from GEW, which will be binding for ten days. The agreement based on such a new proposal comes into effect if the GEW traveller declares acceptance – also through legally binding actions such as pre-payment or commencement of the tour.

1.2. The content of the travel contract is defined by contents in the travel brochure and the written confirmation from GEW only. These general terms and conditions are applicable as an additional integral part of the travel contract.

1.3 Travel agents (e.g. travel agencies) and service providers (e.g. hotels, transport companies) are neither authorised by GEW or entitled to come to agreements, give information or make confirmations which change the agreed content of the travel contract which go beyond the contractually agreed services from GEW or are contradictory to the specified description of the tour.

2. PAYMENT TERMS

2.1 On receiving the written travel confirmation and delivery of the risk coverage certificate, a down payment of 20% of the total price is immediately due. Payments must be made specifying the invoice number on the travel confirmation. Without this invoice number payments are considered unpaid.

2.2 If the down payment is not received by GEW within 10 calendar days after the date of the booking confirmation and delivery of the risk coverage certificate and payment is also not made by an appointed date after a demand is sent, GEW is entitled to terminate the travel contract without notice and cancel the booking. In such a case GEW can claim compensation for damages from the customer in accordance with section 6.2.

2.3 Payment is limited to the agreed holiday dates and is not transferable to other persons. Down payment will be calculated from the total holiday cost.

2.4 The remaining amount of the holiday price must be paid (and received by GEW) 28 days before the holiday starts at the latest.

2.5 Payments made towards the cost of the holiday are protected against insolvency in accordance with paragraph 651 k of the German Civil Code. For this purpose GEW has taken out insurance against insolvency from TourVERS with policy number 1203 1569. The risk coverage certificate is forwarded along with the booking confirmation in accordance with section 2.1.

2.6 Travel documents are delivered once the down payment has been received. However, if the down payment is only paid shortly before the holiday commences, the customer bears the additional costs for express delivery of travel documents if he or she is responsible for the delay in making the payment.

2.7 Included in the tour price is basic holiday cancellation insurance amounting to a minimum of 11.00 euros or 2 per cent of the cost of the holiday.

2.8 There is no right to travel services without full payment of the cost and proof of payment.

2.9 If booking takes place shortly prior to departure (i.e. if there are fewer than 28 days between the booking date and date of departure), the tour price must be paid in full to GEW 10 days before the holiday commences (this refers to the date the money is received).

2.10 If full payment is not made 5 working days before the departure date, the travel documents cannot be sent. There is no right to travel services without full payment of the cost and proof of payment.

2.11 If payment is not made on time, GEW reserves the right to forward travel documents to the holiday destination by C.O.D. in cases of reserved holidays with

own transportation. If the C.O.D. payment is not made, this will be considered as a withdrawal from the travel contract in accordance with section 6.

2.12 If payment is not made on time, in the case of flight bookings GEW reserves the right to leave travel documents at the departure airport at the customer's expense. The travel documents will then be handed over after cash payment at the airport. Payment using a MasterCard or Visa or debit card payments will also be accepted.

2.13 All prices are in euros unless otherwise stated and do not include sales tax. This is stated separately in the bill at the relevant applicable rate in accordance with the relevant prevailing tax regulations.

3. TRAVEL DOCUMENTS

If the customer has unexpectedly not received the travel documents seven days prior to departure at the latest, even though the full amount for the holiday has been paid, he or she must get in contact with GEW immediately.

4. SERVICES

4.1 The scope of contracted services refers exclusively to the information on the booking confirmation and GEW service description valid at the time of the holiday while taking into account specific differences for the destination countries which are covered in GEW documents. Changes to the contract content as well as any additional agreements require clear written confirmation from GEW. GEW expressly reserves the right to announce any changes to information in the brochure, which the traveller will be informed about prior to making the reservation.

4.2 When booking a place on a holiday, the customer has no right to accommodation in a specific holiday apartment or in a specific hotel room.

4.3 Transportation is not a basic integral part of the overall travel service, unless it is expressly agreed.

4.4 If the transportation services are arranged by GEW, these are external services which do not belong to GEW's scope of services.

4.5 Excursions and sightseeing tours during the journey and at the destination resorts are strictly external services and therefore not GEW's own services.

4.6 Children's and supplementary beds: Triple rooms are basically a double room with a camp bed. Additional beds and children's beds must normally be booked before departure.

If two or more people have booked a double room or multiple occupancy room together and no substitution has been found for a person who has cancelled, GEW is entitled to charge the full room price or, if possible, to accommodate the remaining guests elsewhere.

5. SERVICES AND PRICE CHANGES

5.1 GEW reserves the right to make changes or modifications to individual travel services different to the agreed content of the travel contract if such changes become necessary after the contract has been concluded.

The customer will be immediately informed of any changes to services by GEW and offer him or her an alternative booking or cancellation free of charge within a period of ten days in the case when such changes are substantial. In accordance with paragraph 651 a V in the German Civil Code, the customer's right to cancellation due to a considerable change to a substantial travel service or a price increase for the trip of over 5% remain unaffected.

If the price increases by more than 5% or there is a significant change to a substantial travel service, the customer is entitled to withdraw from the travel contract without charge, or demand from GEW the right to partake in a similarly priced holiday, as long as GEW is in the position to offer the customer such a holiday from its range of products without a surcharge.

5.2 GEW reserves the right to change the tour price listed in the travel brochure and confirmed on booking giving the respective basis for the calculation if there is an increase in charges for services (e.g. port or airport fees, exchange rates) or transportation costs after the booking. This is only the case if there are more than four months between contract conclusion and the departure date.

5.3.1 If the exchange rate varies after contract conclusion, GEW is entitled to increase the tour price in proportion to the increase in its cost to GEW. The increase is only permissible if GEW informs the client of the exact basis of calculation from the respective exchange rates. The minimum time limit referred to above of more than four months between contract conclusion and the agreed departure date must also be complied with. Moreover, the circumstances leading to the increase had not arisen before contract conclusion and were not foreseen by GEW when the contract was concluded.

5.3.2 If the transportation costs in existence when the contract was concluded increase, GEW also reserves the right to apply these while submitting the respective basis for their calculation as well as complying with the time limits referred to in section 5.2.

5.3.2.1 If the costs of a transport seat reservation increases, GEW is entitled to claim the increase in price in accordance with the same criteria set out in section 5.2.

5.3.2.2 If there is a flat-rate increase in transport costs from the transport company GEW is entitled to divide the increased costs by the number of seat reservations and claim the calculated amount per seat from the customer.

5.3.3 If charges such as port or airport fees in existence when the contract was concluded are increased, GEW is entitled to raise the tour price by a proportionate amount and claim this from the customer while complying with the time limits set out in section 5.2.

5.4 The traveller is obliged to exercise such rights he or she is entitled to immediately after receiving notification from GEW.

5.5 If after booking the holiday the customer wishes to make changes regarding destination, accommodation, departure date, for instance, GEW will apply an administration charge of 20 euros per transaction up to 30 days before the departure date. Changes made after the 30th day before the departure date are calculated in accordance with section 6. Repeated changes are not possible.

6. CANCELLATION – CANCELLATION COSTS – COMPENSATION FOR DAMAGES

6.1 The customer may cancel the holiday at any time before the departure date. GEW must receive notification of the cancellation. The travel documents must be attached to the cancellation notification. The cancellation is to be made in writing. GEW must receive notification of the cancellation.

6.2 If the customer cancels the travel contract, GEW is entitled to claim flat-rate cancellation costs per person as a percentage of the cost of the holiday as follows:

- up to 30 days before departure date, 15% of the tour price and the payable insurance premiums for any travel insurance taken out
- up to 22 days before departure date, 25% of the tour price.
- up to 15 days before departure date, 30% of the tour price
- up to 7 days before departure date, 65% of the tour price
- no show, 75% of the tour price

In the case of holiday apartments, house boats, motorhomes, and hotel rooms, the above cancellation costs are calculated per unit.

6.3 When calculating the flat-rate cancellation costs, the usual saved expenses and possible subsequent uses of GEW travel services are taken into consideration. It is left up to the traveller to prove that GEW has incurred no or significantly less damage

than the fixed charge GEW is claiming.

6.4 Cancellation charges as well as costs already paid are immediately due.

6.5 GEW is entitled to claim damages for compensation from the customer for a cancellation without notice in accordance with 2.2. This is according to the regulations on fixed cancellation charges in 6.2 and the following sections in the GTC.

7. UNUSED SERVICES

If the customer only partly makes use of travel services as a consequence of delayed departure or for other reasons he or she is responsible for, there is no reimbursement for unused services.

8. WITHDRAWAL AND CANCELLATION BY GEW

8.1 If a specified number of participants is not reached, GEW can suspend the holiday and withdraw from the contract. Withdrawal is only permissible up to 3 weeks before the departure date. In such a case the full paid amount is refunded to the customer.

8.2 GEW can cancel the contract after the holiday has commenced without adhering to a time limit if the customer repeatedly causes a disturbance to the tour despite a warning from GEW, or if he or she behaves contrary to contract to such an extent that an immediate annulment of the contract is justifiable. If GEW cancels, it retains its claim to the tour price. It must however deduct saved expenses as well as benefits which it derives from exploiting unused services, including amounts refunded by service providers.

9. CONTRACT ANULMENT DUE TO EXCEPTIONAL CIRCUMSTANCES

9.1 Both GEW and the customer may cancel the contract before the departure date if the tour is made considerably difficult, dangerous or affected by a force majeure. If the tour is cancelled before it starts, the customer is refunded the paid tour price.

9.2 If circumstances mentioned in 9.1 arise after departure, the contracting parties are also entitled to cancel. GEW and the customer share any possible incidental extra expenses for return transportation. All further extra costs are borne by the customer.

GEW can claim reasonable compensation for damages for parts of the tour already completed or tour services yet to be provided in order to end the tour while taken into account any payments returned by the service providers.

10. LIABILITY

10.1 GEW's contractual liability is limited to three times the tour price for damages which do not constitute physical injury, as long as damage is not caused intentionally or through gross negligence. The same applies if GEW is solely responsible for damage which is a service provider's fault.

10.2 The customer is obliged to notify GEW and file a claim in writing for all claims regarding non-fulfilment of the contract in providing tour services within 1 month after the contractually agreed end of the tour in accordance with section 12 of our GTC. After this time limit expires, claims can only be filed if the customer was prevented from complying with the time limit due to no fault of his or her own.

10.3 Travel agents are not authorised to accept warranty or damage compensation claims filed against GEW.

10.4 There is no liability for services which were arranged solely as an external service (e.g. sports events, theatre visits, exhibitions, etc.) and are identified as such in the tour advertising.

10.5 A claim for damages against GEW is limited to such a claim provided for under international conventions or legal regulations based on such conventions which are applied to services supplied by a provider, where a claim for compensation for damages against the provider can only be made under certain conditions or with certain restrictions or is excluded under certain conditions. In the case of such claims for damage GEW may refer to such international conventions or regulations.

11. THE CUSTOMER'S OBLIGATION TO COOPERATE

11.1 The customer is obliged to cooperate in preventing possible damages or limiting them as far as possible in the case of problems occurring within the scope of official regulations. The customer is particularly obliged to make his or her complaints known to the tour management concerned without delay.

11.2 If the customer travels to the destination of his or her own accord, any possible complaints should be made to the owner without delay in the case of any type of accommodation. If necessary, the customer is obliged to notify GEW of any defects or deficiencies which have not been rectified without delay.

11.3 Damages or delays which occur during flights and bus or train journeys should be reported to the relevant company on site in each case without delay and by means of their complaints forms. It should be pointed out that airlines in particular usually refuse refunds if such a claim is not made immediately and on the forms they provide. In this respect we recommend our customers to file complaints with airlines immediately and on site.

11.4 If the customer fails to report a fault due his or her own neglect, no claim for losses can be made against GEW.

11.5 GEW is moreover not obliged to provide alternative transport or to offer a replacement holiday if a guest misses a flight, a bus or a train due to his or her own negligence.

12. EXCLUDED FROM CLAIMS/TIME LIMITS

The customer must file claims against GEW for non-fulfilment of the contract regarding the tour within a month of the end of the tour agreed in the contract. The claim must include his or her customer and tour numbers. After the time limit has expired, the customer can only file claims if he or she was prevented from complying with the time limit through no fault of his or her own. According to paragraphs 651 c to 651 f in the German Civil Code, customer claims can no longer be made after 2 years. The time limit period begins the day on which the tour is scheduled to finish according to the contract. If negotiations over claims or circumstances substantiating the claim are pending, then the time limit is suspended until the customer or GEW refuses to continue negotiations, or GEW rejects the filed complaint. Claims for compensation for damages for physical injury to the customer or for his or her death have a time limit of three years after the end of the tour.

13. PROHIBITION OF ASSIGNMENT OF CLAIMS

Regardless of for whatever reason, assignment of the customer's claims concerning the tour to third parties, including accompanying passengers and/or spouses, is excluded. Legal action regarding customer's claims by third parties in their own name is also inadmissible.

14. PASSPORT, VISA, CUSTOMS, CURRENCY AND HEALTH REGULATIONS

The customer is his or herself responsible for complying with all regulations essential to taking part in the tour. The customer must cover all costs which arise from non-compliance with such regulations, particularly regarding cancellation costs. An exception is when they are caused by GEW providing incorrect information or failing to provide information.

When travelling abroad we recommend the customer contact the consulate concerned before setting off.

15. INSURANCE

15.1 The insurance for tour cancellation costs included in the tour price in accordance with section 2.7 only represents basic coverage. Circumstances and reasons which guarantee insurance protection in the case of tour cancellation as well as the customer's special obligations if an insured event occurs can be seen in the insurance policy attached to the travel documents. The insurance policy does not

release the tour participant from his or her obligations to pay GEW any cancellation damages; he or she merely has a compensation claim from the insurance according to the insurance conditions.

15.2 GEW strongly recommends taking out full holiday insurance.

16. OTHER STIPULATIONS AND AGREEMENTS; PLACE OF JURISDICTION AND APPLICABLE LAW

16.1 The conditions stated above are all applicable unless individual arrangements are reached in writing for individual travel contracts.

16.2 GEW reserves the right to announce changes regarding information in the brochure when the contract is being concluded.

16.3 Personal data given to GEW is stored in our data banks, processed and passed on as required. Such information is used exclusively for purposes of the tour booking while complying with requirements under the German Data Protection Act. GEW reserves the right to inform the customer in writing about its latest offers in the future unless the tour participant expressly declines to receive such information. The customer also has the right to object to information being sent. Objections should be made to GEW at their address in writing.

All personal data provided to process the tour booking are protected against misuse in accordance with the German Data Protection Act. In accordance with paragraph 28 clause 2 of the German Data Protection Act, the customer has a right to object to his or her personal data being used for advertising as well as marketing and opinion research purposes.

16.4 All details in our brochures are published subject to legal or official authorisations. Items in this brochure correspond to circumstances at the time of printing.

16.5 When new brochures are published, all our previous publications become invalid as regards tour destinations and dates.

16.6 GEW is not liable for printing or calculation errors. Obvious printing and calculation errors entitle GEW to annul a tour contract.

16.7 Place of Jurisdiction

The customer can only bring an action against GEW at its registered office. In cases of GEW taking action against the customer, the customer's place of residence is standard. An exception is when the action is taken against traders or persons who have moved their place of residence or usual residence to another country, or their normal whereabouts is not known at the time when the action is taken. In such cases GEW's registered office is standard.

16.8 Choice of legal system

Only German law is applicable to the travel contract. The contract language is German, which applies to the entire legal relationship.

16.9 The preceding clauses are only valid provided that no new statutory regulations come into effect and introduce a new set of compulsory rules.

16.10 The preceding clauses are therefore not applicable if something more favourable to the customer ensues from clauses in an international convention which are not optional for a contractual agreement and such a convention must be applied to the travel contract between the customer and GEW. They are also not applicable if a customer belongs to a member state of the EU whose non-optional clauses are more favourable to the customer.

16.11 If individual clauses in the travel contract or a part of these clauses are invalid, it does not mean the whole travel contract is invalid.