

## Terms and Conditions of Travel TUI Wolters

### operative for travels in the Season 2010/11 Internet

Dear Holiday Guest,

Kindly pay attention to these terms and conditions of travel; upon concluding your booking you accept these terms and conditions of travel which are transmitted to you before the said booking. They apply to all the programmes (with the exception of tickets provided as individual services of the travel agent **Wolters Reisen GmbH**) (hereinafter called "Tour Operator") also - Points 12-14 - to excursions booked with the Tour Operator locally at the destination. These terms and conditions supplement §§ 651a-m BGB (German Civil Code) and §§ 4-11 BGB-InfoV (German regulations governing information and verification obligations according to German civil law) Verordnung über Informations- und Nachweispflichten nach bürgerlichem Recht). Please fill them in:

#### 1. Registration, Confirmation

- 1.1** With your registration for the tour you offer the Tour Operator to bindingly conclude a travel agreement. The **Travel Agreement** becomes binding for the Tour Operator as soon as you receive a **written** confirmation of the booking and the price for the trip. With the registration you confirm that you are of legal age.
- 1.2** The registration is effected by the booker - also for all the other participants drawn up in the registration for whose contractual obligations the booker assumes the responsibility as also for his/her own obligations if he/she has assumed a corresponding obligation by express and separate declaration.
- 1.3** You receive the written **confirmation** (Point 1.1, clause 2) immediately upon, or promptly after concluding the contract which contains all the essential details about the travel services which you have booked. If the confirmation diverges from your registration, the Tour Operator is bound to the new offer for 10 days. The travel agreement is concluded based on the new offer should you accept this offer within this deadline.
- 1.4 Reservations** are registrations for trips that have not been offered yet. They are converted into binding bookings by the Tour Operator when they become available, as soon as the catalogue for the corresponding season has been issued.
- 1.5** If you only book a ticket of a foreign service without any other travel services the Tour Operator only appears as **Go-between for a Foreign Service**. By the purchase of tickets contractual relations exclusively materialise between you and the respective provider. Please find the name of the respective provider on the ticket.

#### 2. Payment

- 2.1** The Operator has concluded insolvency insurance with the Deutsche Reisepreis Sicherungsverein VVaG (DRS) as security for the customer payments. You will find a **Risk Coverage Certificate** in the confirmation.
- 2.2** Upon conclusion of the contract a **down payment** amounting, as a rule to 25 %, is due upon being given the confirmation; in the case of separately identified top offers and special, short-term trips, i.e. specials at a price reduction, savings trips 40 % of the total price is due. The costs for travel insurances are due in their full amount together with the down payment.
- The following applies alternatively:** For bookings with the beginning of the trip in 2009 and for bookings from the winter programme 2009/2010 as a rule a down payment of 20% is due
- 2.3** The **payment of balance** is due when it is certain that your trip - as booked - is carried out and the travel documents are at your disposal for collection from your travel agent's or are sent to you as agreed upon.
- 2.4** The sums for down payments and payments of balance and, if necessary, for cancellations, are found in the confirmation. The charges for a cancellation, (compare Point 6), handling and rebooking charges (compare Point 7) and the charges for planning individual travel (compare Point 3.4) are due immediately. **2.5 For bookings that are made as from the 30th day before starting on the travel (short-term bookings) the full price is due immediately with the booking.**

**Attention! For the method of payment on account, the due deadline is 6 weeks.**

## **2.6 Payment to the Tour Operator**

**2.6.1** For payment by **direct debiting** the operator requires (where applicable via the travel agent's), your banking details, your address or if applicable the address of the recipient of the documents and your approval for payment by direct debit.

**2.6.2** For many of the labels of the Tour Operator you can also pay for your tour by credit card. In such cases the respective credit card has to be submitted to the Travel Agent's when booking. The Operator requires (if applicable via the Travel Agent's) your address in addition or, if required, the address of the recipient of the documents and your agreement for the direct debit from your current account by the World of TUI Card or other credit card.

**2.6.3** Generally the down payment is debited to your account within one week after concluding the contract, the total for the payment of the balance approx. 4 weeks before starting off on the trip, the latter however, not before the requirements according to Point 2.3 have been fulfilled.

## **2.7 Mode of Payment Invoice**

In the case of bookings, the beginning of the travel which is only to take place in **6 weeks time or more**, the traveller also has the possibility to transfer the respective due sums to Wolters Reisen on due date. When paying on account the organiser must be informed of full first name and surname of the person booking, the complete address of the latter and applicable telephone number.

**The down payment must be settled within one week of receipt of invoice, the sum for the remaining payment approx. 6 weeks before setting out on the travel.**

For mode of payment invoice a handling fee amounting to Euro 5.00 is due. The respective payment dates are found in the confirmation of the organiser

**2.8.** In general – (differing, among others, the mode of payment invoice) – the down payment is debited within one week after concluding the contract, the balance approx. 4 weeks before departure, the latter however, not before the requirements according to Point 2.3 have been fulfilled.

## **2.9 Changes made to the agreed upon mode of payment**

can only be made up to 35 days before departure.

**2.10 You should note, that the documents are only sent, may only be collected from the Tour Operator's respectively, after complete payment of the travel price has been settled.** Should you not have received the travel documents latest 4 days before departure, please immediately contact your Travel Agent's or the Internet Service Centre. In the case of bookings at short notice you receive your documents as agreed upon with your Travel Agent's as from 7 days before departure. **We request you, in your own interest, to carefully check the travel documents upon receipt.**

**2.11** If due payments are not, or not fully rendered and if you do not pay after receiving a reminder with a deadline for final payment, the Tour Operator is entitled to cancel the respective contract, unless a considerable deficiency in connection with the travel already exists at this point. The Tour Operator may demand compensation according to the Points 6.2, 6.5 for a withdrawal from the travel contract in the terms of the preceding clause. If payments are not rendered despite being due, the Tour Operator furthermore reserves the right to impose dunning charges of € 10.00 for the second reminder. You are at liberty to provide evidence of the non-occurrence or of considerably lower costs.

**2.12** The costs for additional services such as for the procurement of visas etc. are, provided not expressly noted in the service specifications, not included in the travel price. Should such costs be incurred, please settle these directly with the Travel Agent's.

## **2.13 Data privacy upon payment**

Wolters Reisen assures the traveller that it will handle the personal information it is assigned with due care and that such information will not be passed on to unauthorised third parties. Wolters Reisen avails itself of state-of-the art technology.

SSL data encryption.

The abbreviation "SSL" means "Secure Socket Layer" and is an encryption process that is successfully implemented in the entire World Wide Web. All personal data, the address or details of the credit card are encrypted and are thus tap-proof when transmitted via Internet. The booker recognises that he/she is in the secured area when the symbol (locked padlock) appears in the lower window bar of the browser.

If your PC cannot process SSL – this may be the case in rare cases – you need not fear that your data is transmitted unencrypted, in clear text. You then, as a rule receive a error page drawing your attention to the problem. Should this not be the case, the best would be to contact your provider.

Data transmitted to Wolters Reisen are forwarded in individual processing steps in the scope of concluding the booking only to members of the group or other companies involved in concluding the booking for us. Furthermore, it goes without saying that the information is not passed on further, provided you agree to further processing.

## **3. Services rendered, Prices**

**3.1** The services that have been agreed on in the contract can be found in the service descriptions (e.g. flyers, Internet) and the specifications referring to the services in the confirmation (compare Point 1.1, Clause 2). Before concluding the contract the Tour Operator may, as deemed fit, change the service descriptions. The traveller is of course, informed about these changes in the services before booking.

### **3.2 Airline executing the services/ Community List**

According to the directive (EC) 2111/2005 dated 14.12.2005, the Tour Operator is committed to inform you when booking about the identity of the executing airline(s). If an executing airline has not been determined yet when booking you are initially to be informed about which airline will possibly be in charge of the service. As soon as the identity is finally established, you will be informed correspondingly. Should the airline according to the booking change, you will be informed as quickly as possible about such change.

You can find the list of airlines that are subject to a prohibition to operate in the EU ("Community list") under [www.tui.com](http://www.tui.com) >> Service >> Travel Conditions etc. >> Important Travel Information/Dangerous Airlines. Please select "Blacklist/dangerous airlines under TUI."

### **3.3 Conveyance by Air**

The Operator points out that in the case of direct flights stop-overs may be experienced for technical flight and programme reasons.

It is incumbent upon the Tour Operator to provide final determination of the flight times together with the travel documents. Information about flight times received from travel agent's or the Internet Service Center are not binding. The free baggage allowance on charter flights and scheduled flights as a rule amounts to 20 kg per person in Economy Class (also for children aged 2-11 years) plus a small piece of hand luggage. Holders of a TUI Card Gold are entitled, with some airlines, to have up to 30 kg of luggage conveyed free of charge. Depending on higher booking classes or longer sojourns, more free luggage may apply. Please get information for the individual case from your travel agent's or from the Internet Service Centre. For charter flights to North America 2 pieces of luggage weighing a max. of 23 kg each are permissible. Infants under the age of 2 years generally have a baggage allowance of 10 kg.

In addition and where applicable, special baggage (sports equipment, wheelchairs etc.) can be conveyed for a surcharge upon prior notice sent to the respective airline.

The charges for the respective transportation have to be obtained from the respective airline which is solely responsible for the organisation and handling of the conveyance and for the collection of the price.

The transportation of the special/excess baggage from the airport of destination to the hotel and back again is solely the responsibility of the guest.

**We strongly recommend that money, valuable objects, technical apparatus and medicines solely be transported as hand luggage.**

### **3.4 Special requests, individual Travel Plans**

**3.4.1** Travel Agent's or the Internet Service Center may only accept special requests if these are defined as being unbinding. The Tour Operator endeavours to comply with your special requests that are not tendered in the service description if possible, e.g. adjacent rooms or rooms in a specific location. Travel Agent's or the Internet Service Center are neither entitled to make deviating agreements or promises in connection with services (Point 3.1), with travel contracts already concluded respectively, without the written confirmation of the Tour Operator unless they have been separately authorised to do so.

**3.4.2** The booking of package tours, the duration of which (outbound up to inbound flight) is deviant from the weekly cycle is possible for a charge of € 16.00 per participating passenger. Please consider the notes of the respective service description. To process individual travels deviant from the respective service description a charge of max. € 30.00 per traveller and week is imposed.

**3.4.3** Furthermore, the Tour Operator reserves the right to impose an adequate service charge on the traveller for flight and/or hotel transfers requested at destination.

**3.4.4** Taking along pets is only permitted if specifically authorised in the service specifications.

### **3.5 Catering**

Please note that only identical catering services can be booked within one accommodation unit. This also applies to accompanying children.

### **3.6 Extension of the travel**

Should you want to stay longer at your holiday destination, please contact your Tour Operator as early as possible or contact the local representative of the Tour Operator, or the Tour Operator itself. We are glad to extend your stay if the corresponding accommodation and the return flight booked via the Tour Operator are available. The costs for the extension are, as a rule, to be paid to the Tour Operator. Please take the tariff conditions in connection with your return flight and the validity of your travel insurances and possibly required visas into account.

### **3.7 Tour Guide, Service at destination**

You are looked after at destination by tour guides of the Tour Operator, by local representatives of the Tour Operator respectively (e.g. Landlords of holiday flats).

Please find details, addresses and telephone numbers in the travel documents. Should you have complaints, please note the particular information under Point 12.7.2.

## 4. Particular Information for Holiday Flats and Holiday Houses

**Also note the information under the headline "Information about the Countries"** in the Internet offer. This is also important information that you should consider and abide by before booking.

**4.1** If no additional charges are listed in the service description, in the confirmation respectively, the facultative or the additional charges which depend on the consumption are, as a rule included in the travel cost. If additional charges are mentioned in the service description, the confirmation respectively, these are to be paid directly locally at destination. Visitor's tax is to be paid at destination. For instance the consumption of current, gas, oil, telephone, solar heat and heat pumps is evaluated and invoiced locally.

**4.2** The holiday flat/the holiday house may only be inhabited by the number of adults and children drawn up in the travel confirmation. Children and babies each count as one person if not otherwise drawn up.

**4.3** The given arrival and departure dates are binding, whereby the arrival on arrival day is to be in the time of 16:00 hrs to 19:00 hrs and the departure on departure day should take place by 10:00 hrs.

**4.4** When the keys are handed over an appropriate sum (**deposit**) may be demanded as security for possible damages or for additional consumer-dependant additional charges locally. The amount of the deposit is drawn up in the travel documents. Refunding or setting off is effected with reservation, as a rule when the accommodation unit and the inventory has been returned cleaned and in an orderly condition upon termination of the stay. The refund does not include a relinquishment for concealed damages and damages discovered after departure. The settlement/refund is effected latest within a fortnight after the end of the travel.

### **Particularity for Denmark!**

**Deposit:** To ensure the customer complies with the obligation to return the keys, to pay the utilities consumed e.g. for: current, water, gas, telephone, to settle claims for damages for instance and to pay damages if canal cleanings has possibly not been carried out is due from the customer to the owner of the holiday house, or the latter's representative respectively - a deposit in local currency amounting to DKK 1,000.—is due when the keys are handed over. For houses with a whirlpool the deposit - if not otherwise listed in the catalogue - DKK 1,100, due for payment when handing over the keys. For holiday houses with a swimming pool the deposit amounts to DKK 3,000.—. Should you not have any local currency at hand when arriving in Denmark, you can also pay in Euro. When you pay in Euro the refund is in local currency. Please note, however, that the exchange charges and possible fluctuations of the rate are borne by you. For further information please refer to the information on the countries for the respective holiday unit.

**4.5** The given arrival and departure dates are binding, whereby the arrival on arrival day is to be in the time of 16:00 hrs to 19:00 hrs and the departure on departure day should take place by 10:00 hrs.

**4.6** Taking along **a pet** -1 medium-sized dog - is only permissible in the holiday units identified as permitting pets and in cases in which the Tour Operator permits the traveller to do so in writing; further pets or other pets only upon request. Upon non-compliance the occupation of the unit may be denied or a surcharge may be imposed. In the case of holiday units in which pets are forbidden no guarantee can be given that animals were never in the respective house. Pets may not swim in the pools for reasons of hygiene. At the holiday destination dogs are often subject to constraints on beaches. You find information about the new EU pet passport in the Internet under [www.bundesaerztekammer.de](http://www.bundesaerztekammer.de). Please also note that for certain breeds of dogs/breeds of animals particular import conditions, holder conditions apply for which the pet owner bears the sole responsibility. The Tour Operator cannot bear any liability should entry be denied.

**4.7** You are committed to treat the property and inventory and possible common facilities with due care. Furthermore, you are committed to report any damage caused by you or your companions and guests and to replace any such damage.

**4.8. The person handing over the key locally is, as a rule, neither a supervisor nor a tour guide who is entitled to take action in the name of Wolters Reisen, i.e. this person does not act in a legally binding manner.** The same applies to the owners of the property who only bear responsibility for their own property and are not contract partners of the booking customer. They are not informed about alternative properties and thus they cannot make any conclusive regulations locally with the customer. Your contractual partner is solely the travel Tour Operator. The traveller should always turn to the service stations named (house folder) should problems arise.

**4.9.** All the accommodation offered in the Internet is authorized for lodging according to the local rules and regulations. Holiday properties are usually exclusively designed for holidays - this fact is reflected in the construction and furnishing. The bathrooms and the bedrooms are often smaller, the beds different to what one is familiar with. Many an item has merely been designed for its usefulness. The traveller should bear in mind that in other countries the German construction regulations do not apply. Thus balconies and stairway railings may be considerably lower, stairs steeper, windows and doors may not comply with the German Industrial Standard. Neither is noise insulation of the properties always as one is accustomed to, however complies with the conditions typical in the country concerned, thus the noise and sound insulation may be different.

**4.10.** The Tour Operator particularly draws your attention to the **Tips and Information under Country Information and to the Supplements in the Travel Documents**. Here you find important tips and information and, not least, emergency 'phone numbers are drawn up again.

**4.11.** Damage in and to the holiday property has to be reported immediately locally or directly to Wolters Reisen.

**4.12.** No tents, campers or caravans may be set up or parked on the property.

**4.13.** You, your companion and all the items belonging to you are not insured by Wolters Reisen during your stay in the property.

**4.14.** Also refer to Point 11.4 - Obligation to co-operate and Remedy

## 5. Service and Price Changes

**5.1** Changes and deviances of individual travel services from the agreed upon contents of the Travel Agreement that become necessary after the agreement has been concluded and which the Tour Operator did not introduce against all pros and cons are only permitted provided they are not considerable and do not impair the overall design of the tour booked.

Flight times are foreseen as drawn up on the flight ticket. Flight delays or even postponements may possibly be experienced due to the temporary overburden of the international airspace or it cannot be excluded that the routes of flights may even have to be changed. Possible guarantee claims remain unaffected, particularly where the changed services are deficient. The Tour Operator is committed to inform the customer immediately about changes or deviances in connection with service specifications. If necessary, the Tour Operator will offer the customer a rebooking or a cancellation free of charge. The Train-to-Airport ticket which you possibly find among your travel documents retain their validity in case of change of conveyance due to change of the airport.

**5.2** In the case of sea voyages it is solely the Captain who decides whether changes of sailing times and/or routes become necessary, for instance for safety reasons or weather reasons.

**5.3** The Tour Operator reserves the right to change the agreed upon price for the trip should the carrier costs increase or if the charges for certain services such as harbour or airport charges are increased **after concluding the agreement** as follows.

**5.3.1** If upon conclusion of the travel agreement the carriage costs increase, particularly the fuel costs, the Tour Operator is entitled to increase the price for the trip according to the following calculation:

a) In the case of an increase related to the seating, the Tour Operator may demand the increase from the traveller.

b) In other cases the additional costs imposed by the carrier per carrier is divided by the number of seats in said carrier. The increase calculated thereby for the individual seat may then be demanded by the Tour Operator from the traveller.

**5.3.2** If upon conclusion of the travel agreement the existing charges such as port or airport charges imposed on the Tour Operator are increased, the price for the trip may be increased by the corresponding proportional sum.

**5.3.3** An increase according to the Points 6.3.1/6.3.2 is only permissible provided more than four months lapse between concluding the contract and the agreed on travel date and that the circumstances leading to the increase had neither been initiated nor were predictable for the Tour Operator.

**5.3.4** In case of a retrospective change of the price for the tour, the Tour Operator has to inform the traveller immediately without delay. Price increases experienced as from the 20th day before setting off on the trip are not operable. In case of price increases of more than 5 % the traveller is entitled, without incurring an extra charge; to cancel the travel agreement or to demand participation in a travel of at least equal value should the Tour Operator, without additional price for the traveller, be able to offer such a trip from the said Operator's range. The reciprocal rights and obligations drawn up in this section also apply in case of a permissible change of the essential travel service.

**5.3.5** The traveller shall assert these rights against the Tour Operator immediately upon declaration of said Tour Operator concerning a price increase, a change of the travel service respectively.

## 6. Cancellation by the Traveller before setting off on the Trip / Cancellation charges

**6.1** You are entitled to withdraw from the tour any time before setting off on the latter. The receipt of the cancellation at Tour Operator's is decisive (addresses see below according to Point 16), at the booking travel agent's or the Internet Service Center respectively. We recommend that you declare your cancellation in writing.

**6.2** If you cancel the tour or if you do not avail yourself of the said tour, the Tour Operator loses his claim on the price for the trip. In lieu thereof the Tour Operator may, provided the cancellation, the non-availment of the tour has not occurred due to any fault of said Tour Operator and there is no case of force majeure, may demand an adequate compensation depending on the respective price for the tour - for the preparation work for said tour and the Tour Operator's expenses up to the point of cancellation/non-availment (cancellation charges).

These cancellation charges have been added up in percentage relation to the beginning of the tour as drawn up under Point 6.5 considering the time span remaining between the contractually agreed on beginning of the tour

**6.3** Cancellation charges are also due if the traveller does not come to the respective airport or the place of departure in time, at the time drawn up in the travel documents or cannot set out on a trip for lack of travel documents not due to a failure of the Tour Operator, for instance for lack of the passport or visa required.

**6.4** The traveller is at liberty to provide the evidence in connection with the cancellation or non-availment of the trip that no, or considerably lower costs than those drawn up by the Tour Operator in the lump sum due for the individual case (see following Point 6.5) have been incurred and calculated by the Tour Operator.

**6.5** The flat-rate claimed for cancellation charges, as a rule amounts to the following **per person/per housing unit**:

**6.5.1 Standard Fees:**

up to 31st day before setting out on the trip 25 %  
as from 30th day before setting out on the trip 40 %  
as from 24th day before setting out on the trip 50 %  
as from 17th day before setting out on the trip 60 %  
as from 10th day before setting out on the trip 80 %  
as from 3rd day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 90 % of the travel price;

**6.5.2 Exceptions from the standard rules and regulations:**

**A Holiday flats/houses/apartments, also in the case of bus and rail trips**

up to 46th day before setting out on the trip 25 %  
as from 45th day before setting out on the trip 50 %  
as from 35th day before setting out on the trip 80 %  
as from 3rd day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 90 % of the travel price;

**B Cruises/River cruises; Special programs; Active programs; Golfing packages (if not included in travels in the sense of 7.5.1); Camper programs; motor-biking**

up to 31st day before setting out on the trip 25 %  
as from 30th day before setting out on the trip 40 %  
as from 24th day before setting out on the trip 50 %  
as from 17th day before setting out on the trip 60 %  
as from 10th day before setting out on the trip 80 %  
as from 3rd day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 90 % of the travel price;

**Attention changed conditions for Hurtigruten and certain ships as well as certain travel offers.**

**For Hurtigruten cruises and the travel "Am Herz Westgrönlands"/"At the Heart of West Greenland":**

up to 45th day before setting out on the trip 10 %  
as from 44th day before setting out on the trip 40 %  
as from 21st day before setting out on the trip 60 %  
as from 14th day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 90 % of the travel price

**Cruises with the ships Sergey Vavilov / Akademik Ioffe / Kapitan Khlebnikov / 50 years of Victory / Clipper Adventurer / Ocean Nova / Lyubov Orlova**

up to 90th day before setting out on the trip 25 %  
as from 89th day before setting out on the trip 50 %  
as from 59th day before setting out on the trip 75 %  
as from 44th day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 90 % of the travel price

**Cruises with the ships Antarctic Dream and Plancius**

up to 90th day before setting out on the trip 25 %  
as from 89th day before setting out on the trip 50 %  
as from 59th day before setting out on the trip 75 %  
as from 44th day before setting out on the trip 90 %  
as from 8th day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 90 % of the travel price

### **C Fly & More flight**

up to 31st day before setting out on the trip 25 %  
as from 30th day before setting out on the trip 50 %  
as from 14th day before setting out on the trip 75 %  
On the day of setting out on the trip 95 % of the travel price;

**Attention: The scale for Fly & More flights only applies to flights up to and including 30.04.2011. For flights as from summer 2011 (from 01.05.2011) separate conditions apply. Please ask your booking agent if necessary.**

### **D Only air routes in regular services per person**

up to 31<sup>st</sup> day before setting out on the trip € 50.-  
as from 30th day before setting out on the trip € 150.-

**These rules only apply to cancellations for flights in regular services, not, however, to cancellations of combined tours. Here the points 6.5.1, 6.5.2, letters A, B, C, F are applied.**

**E If only entrance tickets were provided, e.g. for musicals (comp. point 1.5,) the cancellation conditions of the respective provider whom you are informed of upon booking apply.**

**F For separately identified top offers, short-term or price-reduced offers, specials, saving trips and trips of the provider Discount Travel and ticket packages from the catalogue "Musicals & Shows" the following cancellation fees apply:**

**With the exception of holiday houses, holiday flats, apartments and studios**

up to 31st day before setting out on the trip 40 %  
as from 30th day before setting out on the trip 55 %  
as from 24th day before setting out on the trip 65 %  
as from 17th day before setting out on the trip 75 %  
as from 10th day before setting out on the trip 85 %  
as from 3rd day before setting out on the trip up to day of commencement of travel or in the case of not going on the trip at all, 95 % of the travel price.

### **G Rented car**

Up to one day before setting out on the trip no extra feed. Upon non acceptance or rebooking the rented car on rent day 90 % of the rental. Upon early return or delayed acceptance you have no claim for compensation.

**6.6** Your right to provide a replacement (see under point 7.3) is not affected by the above conditions.

## **7. Rebooking, Replacement**

**7.1** Upon your request the organiser, in as far as possible, makes amendments to the confirmation (rebooking) up to 31<sup>st</sup> day before setting out on the trip, for travels in the terms of point 6.5.2 A up to 46th day before setting out on the trip respectively. A fee of € 50.—per person is charged for these booking modifications. For instance the change of travel date, of travel destination, the place of starting out on the holiday, the accommodation or means of transport are considered re-bookings; in the case of scheduled flights, as soon as the ticket has been issued and additional changes are made to the departure time. Changes according to the above deadlines (e.g. for flights/ standard fees as from 30<sup>th</sup> day before starting out on the trip) and changes in connection with validity period of the booking can only be undertaken going beyond the specifications of the booking (Point 3.1) upon cancellation of the travel contract at the conditions as under Point 7.5 and re-booking at the same time. This also applies to flights in regular services should you call for a change of carrier.

**7.2** Changed conditions in connection with the trips: Hurtigruten ship's cruises and the trip "At the Heart of West Greenland" cruises with the ships Sergey Vavilov / Akademik Ioffe / Kaptan Khelebnikov / 50 years of victory / Clipper Adventurer / Ocean Nova / Lyubov Orlova, / Antarctic **Dream and Plancius**

Upon request the Tour Operator, provided possible, accepts a change of the confirmation (**rebooking**) up to 35 days before setting off on the trip.

The trips drawn up under 8.2 can be changed up to 90 days before setting off on the trip. €50 are charged per person. These data apply plus the possible further costs that the Tour Operator incurs imposed by the provider. After issuing an airline ticket rebooking or refunding the ticket costs Euro 100 per person. Rebookings and refunds after setting off on the trip are not possible.

**7.3.** Until setting off on the trip the traveller may demand that a third party steps in for the traveller's rights and obligations arising from the travel agreement. The Tour Operator must be informed.

The latter may object to the third party replacing the traveller if such third party does not fulfil the travel requirements or the third party does not comply with the legal regulations or the official directives.

If a **third party** takes the place of the signed-on participant, the Tour Operator is entitled to demand a down payment amounting to € 30.-- as processing charge for the costs arising from the participation of such a replacement. You are at liberty to provide evidence of the non-occurrence or of considerably lower costs.

The registered participant and the replacement person as joint and several debtors are liable for the price of the trip and the additional costs resulting from the replacement.

## **8. Travel Insurances**

The Tour Operators recommend that you conclude a comprehensive travel insurance package, particularly including (each to be concluded separately) travel cancellation insurance and not least an insurance to cover repatriation costs in case of accident or illness. Please note the special offers in this connection found in the respective travel brochures. You find details on insurance cover at the end of these travel conditions.

## **9. Withdrawal and Cancellation by the Tour Operator**

**9.1** The Tour Operator may cancel the Travel Agreement without complying with the notice period if the realisation of the trip is strongly interfered with by the traveller despite the corresponding call to order by the Tour Operator. The same applies if a traveller behaves so contrary to the contract that the immediate cancellation of the contract is justified.

The Tour Operator, however, reserves the right to being paid the price for the trip. Possible additional costs for repatriation are borne by the disquieter.

However, the Tour Operator must set off the value of the possibly saved expenses and such benefits that are not utilised in another offer including possible compensation by the provider of the said service.

**9.2 The Tour Operator is entitled to withdraw from a trip up to 5 weeks before departure** should the minimum number of participants drawn up in the respective service specifications and the travel confirmation not have been reached. It goes without saying that the Tour Operator informs you, provided it becomes visible at an earlier point in time, that the minimum number of participants cannot be attained. The traveller is informed immediately about the declaration of withdrawal. The price paid for the trip is then refunded immediately.

**9.3** Should the Tour Operator withdraw according to Point 9.2 the traveller is entitled to demand participation in another trip of at least equal value should the Tour Operator be able to offer the traveller such a trip without extra cost from the range of said Tour Operator.

The traveller asserts this right immediately upon withdrawal declaration of the Tour Operator. If the traveller does not avail himself of the right to participate in a trip of equal value the traveller is immediately refunded the sum paid for the tour.

## **10. Extraordinary Conditions – Force Majeure**

**10.1** For the cancellation of the Travel Agreement in cases of force majeure we draw your attention to § 651j BGB (German Civil Code). The wording is as follows:

(1) If the trip is considerably complicated, endangered or impaired for reason of unforeseeable force majeure after the agreement has been concluded, both the Tour Operator and the traveller may cancel this contract alone according to this regulation.

(2) Should the agreement be cancelled according to Section 1, the regulation of § 651e Section 3 Clauses 1 and 2, Section 4 Clause 1 is applied. The additional costs for repatriation are borne one half each by the parties concerned. Otherwise the additional costs are borne by the traveller alone.

**10.2** The information from the Foreign Office in connection with the trip planned is found in the Internet under "[www.auswaertiges-amt.de](http://www.auswaertiges-amt.de)" and under the telephone number (030) 5000-2000.

## **11. Relief / Reduction / Cancellation**

**11.1** If the travel services are not fulfilled or not provided in line with the contract, the traveller may demand **relief**. The Tour Operator may also offer relief by providing equal value or higher value replacement services. The Tour Operator may refuse relief should the latter require disproportionate input.



**11.2** The traveller may also demand a **reduction of the price** for the trip after return from said trip should the travel specifications not have been provided in accordance with the contract and should said traveller not culpably have neglected (without culpable delay) to provide notification of the deficiency immediately.

**11.3** If a trip is considerably impaired due to a deficiency and the Tour Operator does not provide relief within an appropriate time, the Traveller may, in the scope of the legal provisions, cancel the **travel agreement** - in his own interest and for reasons of preservation of evidence, the **cancellation** should be drawn up in writing.

The same applies if the traveller cannot be expected to put up with the trip for an essential reason, for a deficiency that the Tour Operator is aware of.

The provision governing a time-limit for relief does not apply if such relief is impossible, is rejected by the Tour Operator or if the immediate cancellation of the contract is justified in the particular interest of the traveller.

If the contract is then annulled, the traveller reserves the right to repatriation. The traveller only has to pay that portion of the price for the trip to the Tour Operator covering the services made use of, provided these services were of interest for the traveller.

**11.4.** Should you have reason to complain, the representatives handing over the keys are glad to help you, but they are **not service staff of the Tour Operator**. The contractual relation exists solely between you and the Tour Operator.

If your complaints **cannot be dealt with locally or not sufficiently dealt with, the Tour Operator in Brinkum/Bremen is to be informed by telephone, per facsimile or email.**

**Tel.: 0421/8999-305 or -277 Fax: 0421/8999229 or 0421/801447, Email:**

[kundenservice@wolters.tui.de](mailto:kundenservice@wolters.tui.de). The Tour Operator will immediately do all in his might to eliminate the deficiency or to provide you with accommodation of equal value, or to find an amicable solution.

In the high season from beginning of June to mid-September the Tour Operator is also available via a weekend emergency service and can also be contacted under telephone number **0421/8999305**. **Further important information is also enclosed to your travel documents. This telephone number is also drawn up in your travel documents.**

In the case of culpable neglect of immediate notification of the deficiency, the claim for reduction or damages from the Tour Operator is forborne. The costs incurred when giving justified notification of the deficiency including the receipts in this connection are refunded by the Tour Operator.

#### **Particular Provision when booking in the area Denmark**

A local service office of your Tour Operator or a contact person respectively, who can also be contacted on Saturday or Sunday, is appointed for the entire validity period of this offer. The emergency call number is enclosed to the travel documents.

## **12. Liability**

**12.1** If there is a deficiency the traveller may **demand damages** irrespective of whether the price for the trip is reduced (reduction) or is cancelled respectively, as long as the deficiency in connection with the trip is due to circumstances for which the Tour Operator does not bear the responsibility. The traveller may also demand damages for wasted and lost holiday time if the trip has been foiled or considerably impaired.

#### **12.2 Contractual claims for damages**

The total of the contractual liability of the Tour Operator for damages that are not bodily damage, is limited to three times the price for the trip, provided the damage of the traveller was neither due to intent nor to gross negligence of the Tour Operator. The limitation of liability to three times the price of the trip also applies provided the Tour Operator is responsible for the damage, however, not for bodily damage, incurred by the traveller which is solely due to the culpability of the provider of the service.

#### **12.3 Claims for damages of tortuous acts**

For all claims for damages addressed to the Tour Operator for **impermissible action** that is **not** due to intent or negligence, the liability for damage to property is limited to three times the price for the trip. These maximum sums of liability each apply per traveller and trip. Possible claims going beyond these sums in connection with luggage according to the Montreal Convention remain unaffected by the limitation.

**12.4** The Tour Operator is not liable for service failures, personal and material damage in connection with services that are only negotiated as foreign services (e.g. excursions, sports events, visits to the theatre, exhibitions, conveyances from and to the place of departure and destination) - if these services are particularly identified as foreign services of the given contractual partner in the advertisement for the tour and the confirmation of the booking and - if they are visibly not a constituent of the travel services of the Tour Operator.

However, the Tour Operator is liable

**12.4.1** for services which include the carriage of customers from the advertised place of departure for the trip to the advertised destination, interim carriages during the trip and the accommodation during the trip and

**12.4.2** if and in far as a damage of the customer is due to the violation of the Tour Operator to provide the information, the clarification or organisation.

**12.5** You yourself are responsible for yourself when participating **in sports or other holiday activities**.

You should check sports facilities, equipment and vehicles before using them.

The Tour Operator is only liable for accidents occurring at sports events and other holiday activities if said Operator is at fault. The Tour Operator recommends the conclusion of an **accident insurance cover**.

**12.6 The carriage is carried out on the basis of the conditions of the respective carrier** which are made available upon request. The DB (German Railway) conditions drawn up at the back of rail ticket documents of the Deutsche Bahn AG do not apply. The rights and obligations of the Tour Organiser and of the customers according to the contractual travel rights and these detailed travel conditions are not limited by the conditions of the respective carrier company.

In as far as drawn up in the service specifications (Point 3.1), your travel documents contain your tickets "Train to the Flight" of DB AG and an additional supplement "Drive & Fly" of the Association of German transportation companies.

Each traveller is personally responsible for his/her arrival on time to the airport of departure.

#### **12.7 Co-operation obligations, Complaints**

**12.7.1** Every traveller is committed to co-operate in case of service deficiencies in the scope of the legal conditions to ensure that possible damage is avoided or kept as low as possible.

**12.7.2** Should, contrary to expectation the traveller find reason for complaint, the local tour guide is to be informed immediately and on the spot in the terms of Point 3.7 Clause 1 for you to demand relief.

If the tour guide cannot be contacted, contact the service provider (e.g. transfer company, hotel, cruise management) **or** the local provider of the services, **or** its local representation respectively.

Please find the required telephone and facsimile numbers and the email addresses in your travel documents or the service specifications (Point 3.1).

For damages or delays in delivery of luggage and goods in the case of air carriage the Tour Operator offers to report the damage by damage report (P.I.R) to the airline concerned immediately and on the spot, latest however, within seven days after detection of the damage for luggage, within 14 days from acceptance for goods, for the delay latest 21 days after the luggage or the goods have been placed at the disposal of the traveller. As a rule, airlines reject reports for damage if the notification sheet has not been filled in. In addition, the local representative of the Tour Operator is to be notified about the loss, the damage or the misrouting of baggage.

If guests have complaints in connection with holiday flats / houses / apartments they have to report to the contact partner drawn up in the travel documents immediately and demand relief.

Should this not be successful, please contact the nearest station of the tour guide or the local representative of the Tour Operator. **If a traveller culpably does not report a deficiency the traveller is not entitled to any damages.**

**12.7.3** The tour guide is not entitled to approve of any claims.

### **13. Exclusion of Claims, Time-bar and Assignment**

**13.1** Claims for non-contractual provision of the tour (§§ 651c to 651f BGB(German Civil Code) are to be asserted against **your Tour Operator** (address see below under Point 17) **within one month** after contractually foreseen completion of the trip. These should, in your own interest, be drawn up in writing. After expiry of the deadline the traveller can only assert claims if said traveller was impaired from keeping the deadline through no fault of his/her own. The day the traveller completes the trip is not included in the calculation of the one-month deadline.

With regard to giving notification of damage to luggage, delay of luggage delivery or loss of luggage refer to Point 12.7.2.

**13.2.1** Claims of the traveller according to §§ 651c to 651f BGB (German Civil Code) arising from endangering life, body or health which can be traced to an intentional or negligent violation of obligations of the Tour Operator or of one of the legal representative's or assistant's of the Tour Operator, are time-barred after two years.

This also applies to claims for damages that can be traced to an intentional or negligent violation of obligations of the Tour Operator or of one of the legal representative's or assistants of the Tour Operator.

**13.2.2** All other claims according to §§ 651c to 651f BGB (German Civil Code) are time-barred after one year.

**13.2.3** The time bar according to the above clauses 13.2.1 and 13.2.2. begins on the day following the contractual end of the contract.

**13.2.4** Claims arising from impermissible acts are time-barred after three years.

**13.2.5** If proceedings between the traveller and the Tour Operator are impending in connection with the claim or claims providing the reason for the proceedings, limitation is suspended until the traveller or the Tour Operator rejects continuation of the proceedings. The time bar becomes effective earliest three months after termination of the suspension.

**13.3** The involvement of your travel agent or of the Internet Service Center is only to appear as negotiator to **conclude the travel agreement**. They are not entitled to accept the notification of guarantee claims and claims for damages by the traveller at the end of the tour.

**13.4** The assignment of claims against the Tour Operator is excluded. This does not apply among family members travelling as fellow passengers.

## **14. Passport, Visa, Customs, Currency and Health Provisions**

**14.1** The Tour Operator is responsible to inform nationals of the state in which the trip is offered, in connection with the provisions governing passport, visa and health regulations and the possible amendment thereof before setting off on the said tour. Nationals of other states should get their information from the Embassies, Consulates representing them. You receive the essential information about your tour and the necessary formalities in the advertisement for the tour, in the service specifications (Point 3.1) and with the travel documents. Please note this information and get further information from your travel agent's and the Internet Service Center.

**14.2** The Tour Operator is not liable for the timely issue and receipt of the required visa by the respective diplomatic representation if you have commissioned the Tour Operator to obtain it provided the delay is due failure of the Tour Operator. To obtain visas etc. from the offices in charge you have to reckon with an approximate period of 8 weeks.

**14.3** The traveller alone is responsible for the adherence to all the important provisions to carry out the tour. All the disadvantages, particularly the payment of costs for withdrawal arising from the non-compliance with these provisions are borne by the traveller except if a culpable wrong or non-information of the Tour Operator is the reason for such a withdrawal.

**14.4** Please find out from the catalogue and get information from your travel agent's or the Internet Service Center whether you need a passport for your trip or whether an identity card is enough, and please take care that your passport or your identity card is of sufficient validity for the trip. Children can be entered in the passport of their parents with whom they are travelling. For some countries you need an own children's passport.

**14.5** Customs and currency regulations are dealt with very strictly in various countries. Please get precise information and do not fail to abide by the instructions.

**14.6** Certain vaccination passes are required by certain countries that are not younger than 8 days and older than 3 years (small pox), or 10 years respectively (yellow fever). Such vaccination passes are also to be submitted to the German authorities when the holder returns from certain countries (e.g. Africa, Near East). Please find the respective information in the catalogue and ask your travel agent's or the Internet Service Center.

## **15. Data Privacy**

Personal data that you provide are electronically processed and utilised in as far as they are required to carry out the contract. In addition, we would like to inform you in writing in future about current offers if we cannot detect that you do not request us to do so. If you do not want information to be sent, please go to the area "data privacy" under the address of the Tour Operator drawn up. If we avail ourselves of external providers beyond the borders of the EU, of the EEC respectively (so-called third countries without the appropriate standard of data privacy laws), the protection of your personal data is secured by the agreement of the so-called "EU Standard Contractual Clauses".

## **16. General applicable law and place of jurisdiction**

**16.1** The inoperability of individual provisions of the travel contract may not result in the inoperability of the entire travel contract. The same applies to these travel conditions.

**16.2** Exclusively German Law is applied to the contractual relationship between the Customer and the travel agent. This also applies to the entire legal relationship.

**16.3** If German law is not applied in connection with the liability of the travel agent for a special reason in a lawsuit of the customer against the tour operator abroad, exclusively German law is applied in connection with the legal consequences, particularly with regard to mode, complexity and amount of the claims of said customer.

**16.4** The customer can only sue the tour operator at the latter's domicile.

**16.5** For suits of the tour operator against the customer, the domicile of the customer is decisive. For suits against the customer, the contractual partner of a travel contract who is a businessman, corporate body of public or private law whose domicile or usual residence is abroad or whose domicile or usual residence is not known at the time of instituting the suit, the venue of the domicile of the tour operator is agreed upon.

**16.6** The above provisions governing the choice of law and the place of jurisdiction do not apply a) if and in as far as, for contractually not modifiable provisions of an international agreement to be applied to the travel contract between the customer and the tour operator, come up with something different to the advantage of the customer, or b) if and in as far as contractually applicable not modifiable provisions in the member state of the EU to which the customer belongs are more favourable than the regulations in these travel conditions or the applicable German rules and regulations

These terms and conditions of travel and the instructions apply to the Tour Operator

Wolters Reisen GmbH

Postal address: POB 11 51, 28801 Stuhr

Office address: Bremer Str. 61, 28816 Stuhr b. Bremen

Email: [info@wolters.tui.de](mailto:info@wolters.tui.de)

Telephone: +49-(0)421-8999-0

Facsimile: +49-(0)421-801447

Register of companies: District Court Walsrode, Commercial Registry No.: 110468

Managing Director: Business Graduate, Thies Rheinsberg

### **Customer Service**

**Email: [kundenservice@wolters.tui.de](mailto:kundenservice@wolters.tui.de)**

<http://www.tui-wolters.de>

<http://www.tui-ferienhaus.de>

All the information in these terms and conditions of business corresponds to the status in September 2009 and only refers to the validity of internet offers of TUI-Wolters .

Printed in September 2009, 54<sup>th</sup> version

## **17. Customer information for airline passengers**

Conveyance in international air traffic is subject to the rules and regulations of the Montreal Convention or of the Warsaw Convention with regard to liability in case of death or bodily injury to passengers, passenger and/or luggage delays and the destruction, loss or damage of luggage. Which convention is applied under which prerequisites depends on which states have signed and ratified the conventions.

Contractual states which have signed and ratified the Montreal Convention can be found in the Internet under [www.icao.int](http://www.icao.int) > Bureaux/ Activities > Legal Beraux > Treaty Collection > [Current lists of parties to multilateral air law treaties](#) > "Convention for the Unification of Certain Rules for International Carriage by Air" of 28.05.1999. The text both of the Montreal Convention and of the Warsaw Convention can be found under [www.tui.com](http://www.tui.com) > Service > Tour Operator-AGB > further information.

Information for international travellers in connection with the rules and regulations and general limitation of liability according to the Montreal Convention:

Carriage on international airlines may be governed by the Montreal Convention, provided according to the agreement between the parties, the place of departure and the destination are located in the sovereign territory of two states included in the Convention. The Montreal Convention may also be applied if the place of departure and the destination are indeed only in the sovereign territory of one of the states involved in the convention but the stop-over is planned in a sovereign territory of another state, even if the latter is not a state included in the convention.

The Montreal Convention regulates the liability of the air carrier with regard to death or bodily injury, destruction, loss of or damage to luggage and delays and can limit the liability.

Contract conditions for the carriage by air

1. In the terms of this contract, "Ticket" means the ticket and luggage tag which are a constituent of these conditions and information; "Air Carrier" all the air carriers which convey the air passenger or the latter's luggage as drawn up in the above named ticket or which are committed to do so or which provide other services in such connection of carriage; "Montreal Convention", the agreement for the standardisation of certain rules and regulations on the carriage in international air traffic signed in Montreal on 28<sup>th</sup> May 1999.
2. The carriage based on the ticket is subject to the liability clause of the Montreal Convention unless this carriage is not an "international carriage" in the terms of this convention.
3. For the rest the carriage and other services of the air carrier (I) are subject to the conditions drawn up on the ticket, (II) the applicable rates, (III) the carrier conditions and the other provisions of the air carrier which are constituents of this contract (and upon request they can be inspected at the offices of the air carrier and the Tour Operator or are available from them), the rates applicable in the USA or in Canada are applied to carriage from/to destinations in the USA or in Canada.
4. The name of the air carrier may be abbreviated in the ticket; the full or abbreviated name of the air carrier can be found in the rates, carriage conditions and other provisions or flight schedules of the air carrier. The applicable address of the air carrier is the airport of departure that is entered next to the first abbreviated name of the air carrier. Agreed upon scheduled stopover points are such points as are drawn up in the ticket or the flight schedules of the air carrier on the respective route of the said air carrier. Based on this ticket several conveyances to be carried out by several subsequent air carriers apply as one carriage.
5. When an air carrier issues a ticket for carriage by another air carrier it only acts as agent.
6. Exclusion or limitation of liability of the air carrier applies correspondingly also in favour of the agent, the employee and the authorised agent of the carrier, furthermore in favour of each person whose aircraft is used by the air carrier for conveyance, including their agents, employees and authorised agents.
7. Luggage that was handed over for carriage is given to the holder of the ticket. The air carrier is to be informed in writing immediately upon discovery, latest however 7 days after receipt of any damage to luggage in international carriage; in case of delays latest 21 days after delivery of the luggage. For damage to luggage transported by other carriers the corresponding provisions in tariff and carriage conditions apply.
8. Every flight tag is an entitlement to a carriage on the day and route for which a seat has been booked, which, if necessary was re-confirmed and according to the provisions of the Tour Operator. The entitlement to be conveyed lapses if the booked flight is not made use of.
9. The flight guest must himself/herself fulfil the official requirements for travel, submit the required arrival and entry and other documents and arrive at the airport at the time determined by the air carrier, or if no time has been laid down, early enough for check-in to the flight.
10. No agent, employee or authorised representative of the air carrier is entitled to supplement, change or cancel any of the provisions of this contract.

Note on complexity of liability in connection with claims for damages in case of death or bodily injury.

There are no ceilings for the liability in case of death or bodily injury of air passengers. For damages up to an amount of 100,000 (SDR) (rounded sum in national currency) special drawing rights according to the definition of the International Currency Fund, the air carriage company cannot reject claims for damages. Claims going beyond this sum can be averted by providing the evidence of neither having dealt negligently - or culpably.

#### Advance down payments

If a passenger is killed or injured, the air carrier is committed to make an advance down payment to the person entitled to receive the damages within 15 days after ascertainment to cover the immediate monetary requirements. In case of death this advance down payment is not less than SDR 16,000. Additional coverage can be achieved by taking out a private insurance. Such insurance cover is not affected by the liability limitation of the air carrier in the scope of the Montreal Convention or the named special agreements. Please contact your air carrier, insurance company or your Tour Operator for further information.

#### Information about liability limitation for destruction, loss or damage to passengers and luggage

Damages due to delay are only borne by the air carrier up to a sum of SDR 4,125 per traveller for the carriage of persons unless the air carrier undertook all reasonable measures to avoid damage or taking such measures was impossible.

The air carrier is liable for damages arising from delay when conveying luggage unless said air carrier undertook all reasonable measures to avoid damage or taking such measures was impossible. The liability for damages resulting from delayed delivery of luggage is limited to SDR 1,000.

As from 17.05.2005 rights may arise from the directive EC No. 261/04 of 11.04.2004 governing the common ruling of compensation and support services for flight passengers in the case of non-conveyance and cancellation or considerable delay of flights.

#### Information on the limitation of liability for destruction, loss or damage to luggage.

The carrier is only liable for destruction, loss or damage to luggage up to a total of SDR 1,000. In the case of luggage checked in there is a liability no matter who is to blame as long as the luggage was not already defective when starting off on the trip.

In the case of luggage not checked-in, the air carrier is only liable for culpable behaviour.

#### Higher liability limit for luggage

A higher liability limit applies if the passenger provides a special declaration latest upon check-in and pays an additional charge.

#### Liability of the contractual and executing air carrier

If the executing air carrier is not identical with the contractual air freight carrier then the passenger can address the notification or the damage claims to both of the two air freight carriers. If the name or code of an air carrier is given on the ticket, the latter is the air carrier concluding the contract.

Some airlines do not assume any liability for breakable, valuable or perishable goods. Further information can be obtained from the airlines or the Tour Operator.

#### Assertion before court

Legal action for claims for damages is to be asserted within two years as from the day of the arrival of the aircraft or on the day the aircraft should have arrived.

#### Information on settlement and general liability limitation according to the Warsaw Convention

If a final destination or a stop over of a trip is in another country than that of departure the conveyance of the passenger can be subject to the Warsaw Convention that, as a rule, limits the liability of the air carrier for death or bodily injury and for the loss or damage to luggage. Also refer to "Information about liability for air passengers travelling internationally".

#### Contract terms and conditions for the Conveyance in air traffic

1. In the terms of this contract, "Ticket" means the ticket and luggage tag which are a constituent of these conditions and information; "Air Carrier" all the air carriers which convey the air passenger or the latter's luggage as drawn up in the above named ticket or which are committed to do so or which provide other services in such connection of carriage; "Warsaw Convention" for the standardisation of certain rules and regulations on the carriage in international air traffic signed in Warsaw on 12<sup>th</sup> October 1929; or this agreement in the version of The Hague signed on 28<sup>th</sup> September 1955, depending which is applied.
2. The carriage based on the ticket is subject to the liability clause of the Warsaw Convention if this carriage is not an "international carriage" in the terms of this convention.
3. For the rest the carriage and other services of the air carrier (I) are subject to the conditions drawn up on the ticket, (II) the applicable rates, (III) the carrier conditions and the other provisions of the air carrier which are constituents of this contract (and upon request they can be inspected at the offices of the air carrier and the Tour Operator or are available from them), the rates applicable in the USA or in Canada are applied to carriage from/to destinations in the USA or in Canada.

4. The name of the air carrier may be abbreviated in the ticket; the full or abbreviated name of the air carrier can be found in the rates, carriage conditions and other provisions or flight schedules of the air carrier. The applicable address of the air carrier is the airport of departure that is entered next to the first abbreviated name of the air carrier. Agreed upon scheduled stopover points are such points as are drawn up in the ticket or the flight schedules of the air carrier on the respective route of the said air carrier. Based on this ticket several conveyances to be carried out by several air carriers; they apply as one carriage.
5. The air carrier issuing a ticket for carriage by another air carrier only acts as agent.
6. Exclusion or limitation of liability of the air carrier applies correspondingly also in favour of the agent, the employee and the authorised agent of the carrier, furthermore in favour of each person whose aircraft is used by the air carrier for conveyance, including their agents, employees and authorised agents.
7. Luggage that was handed over for carriage is given to the holder of the ticket. The air carrier is to be informed in writing immediately upon discovery, latest however 7 days after receipt of any damage to luggage in international carriage; in case of delays latest 21 days after delivery of the luggage. For damage to luggage transported by other carriers the corresponding provisions in tariff and carriage conditions apply.
8. Every flight tag is an entitlement to a carriage on the day and route for which a seat has been booked and according to the provisions of the Tour Operator, if necessary which was re-confirmed. The entitlement to be conveyed lapses if the booked flight is not made use of.
9. The air carrier does all in its might to convey the passenger and luggage as punctually as possible.
10. The flight guest must himself/herself fulfil the official requirements for travel, submit the required arrival and entry and other documents and arrive at the airport at the time determined by the air carrier, or if no time has been laid down, early enough for check-in to the flight.
11. No agent, employee or authorised representative of the air carrier is entitled to supplement, change or cancel any of the provisions of this agreement.

#### Information about liability limitation for flight passengers on international flights

Passengers who terminate their flight in another country than that of departure, or who interrupt their trip are informed that the conditions of the Warsaw Convention may apply for the entire flight including a route completely within the country of departure or of the destination. For passengers undertaking a flight to or from the USA or a flight which includes a scheduled interruption or stopover in the USA, the Convention and other special agreements which are a constituent of applicable tariff provisions provide for the liability of the airline which issued the ticket. Certain other airlines are also governed by these special agreements in connection with death and bodily injury of the passengers - in most cases of verified damage -, the maximum limit is, however, US \$ 75.000 per passenger; this liability also applies up to this limit when there is no negligence of the air carrier.

For passengers who travel with an airline that is not governed by these special agreements or passengers that are not travelling to or from the USA or whose flight route does not reflect a scheduled interruption or stopover in the USA, the liability of the air carrier for death or bodily injury of the passengers is usually limited to approx. US \$ 10.000 or to US \$ 20.000.

The names of the airline companies governed by these special agreements can, upon request, be asked for at all ticket offices of these airlines or at the Tour Operator's.

Additional cover can be attained by concluding a private insurance cover.

Such insurance cover is not affected by the liability limitation of the air carrier in the scope of the Warsaw Convention or the named special agreements. Please turn to your airline company, insurance company or your Tour Operator for further information.

#### Note

The above limit of US \$ 75.000 includes costs for asserting legal rights, should a claim be raised in a country in which the costs for asserting legal rights are drawn up and approved separately, the limit amounts to US \$ 58.000 excluding inclusion of the costs for asserting legal rights.

Reference to the directives (EC) 2027/97 and 889/02 about the liability of airlines in the case of accidents. The liability of airline companies or of airline companies of the Community in the terms of directives complies with those according to the Montreal Convention.

"Airlines" are air carriers with a valid operating licence.

"Airlines of the Community" are air carriers with an operating license awarded by one of the member states conform with the directive (EEC) No. 2407/92.