

Travel Conditions

Dear Guest,

We gladly arrange touristic services (accommodations, tickets...) as well as packages according to our current booking offers.

Hunsrück-Touristik GmbH acts as point of sale in the name of and for account of the accommodation hosts, providers of other services or tour operators. Contractual relations only exist between guest and accommodation host, providers of other services or tour operators. They perform on their own responsibility. Only the contract partners are liable for the contractual performance.

There is a service agreement between Hunsrück-Touristik GmbH and guest. According to this Hunsrück-Touristik GmbH is bound by the contract to offer broad information, advice and right performance of the service. If any complaints occur, the guest should contact immediately the contract partner (accommodation host, provider of other services or tour operator) and ask for redress. If this does not help, Hunsrück Touristik GmbH can act as an arbitrator.

Travel conditions of packages

The following conditions are valid for packages (touristic performances in one offer according to §651 a Abs. 1 BGB). They will be content basis of the contract between guest and tour operator according to legitimate regulations of §§ 651 a – m BGB. Please read carefully.

Conclusion of the travel contract

The guest can communicate the booking request by telephone, in written form, by fax, Email or Internet. This request is not binding.

According to the request of the guest the tour operator gives a concrete offer with services, prices and dates, usually in written form, but also by fax or Email (short-term requests) and gives the guest a binding offer on the basis of the service description.

The binding contract comes about as soon as the guest accepts the offer in written form, by fax or Email (orally for short-term bookings). With this explanation of acceptance the contract is binding. The tour operator immediately sends the confirmation of the receipt of the acceptance with prices and services, and, as far as the tour operator has the duty for securing the customer's payment, the securing document. This confirmation is not necessary if the tour operator receives the explanation of acceptance less than 7 days prior to departure.

If the contents of the explanation of acceptance deviate from the contents of the offer of the tour operator, the contract is not binding. There is a new offer from the guest, the guest is bound to this new offer for the period of 10 days. The contract comes into effect on basis of the new offer, if the tour operator accepts this new offer within this period by a written confirmation. If the tour operator receives the deviant explanation of acceptance less than 7 days prior to departure, the booking confirmation can be made by telephone as well.

The applicant is responsible for all duties of the other travellers in the contract, if he has taken responsibility for them in written form.

Payment

Payments of the price of the package are only to be made and accepted if the securing document has been handed out § 651 k Abs. 3 BGB. The securing document should not be handed out if

- the journey lasts less than 24 hours, no accommodation is included and the price is not more than 75 €.
- the tour operator is a legal person whose property is not valid for a bankruptcy trial
- the services do not include the transfer from and to the destination and the payment is due with the end of the journey.

Upon the conclusion of the contract, we request a down-payment equivalent to 10% of the travel price. The final payment is due 3 weeks prior to departure if it is definite that the journey is accomplished, especially cannot be cancelled because of any case listed in 7.2. If down payments were agreed, the securing document has been handed out and the tour operator is ready and willingly to perform the services, there is no right to get the services without final payment. The guest's right to keep the payment because of any contestable increase of the price that is demanded by the tour operator remains unaffected.

Performances

The scope of the contractual services is based on the performance specifications on the respective offer pages in the catalogues and also the details included in your travel confirmation.

Hunsrück-Touristik GmbH Gebäude 663 55483 Hahn-Flughafen

Phone +49 (0) 6543/ 50 77 00 Fax +49 (0)6543/ 50 77 09 www.hunsruecktouristik.de

The service provider (accommodations, transport agencies etc.) are not authorised by the tour operator to give warranties or make agreements that are beyond the services described by the tour operator or change the content of the contract.

All brochures that are not handed out by the tour operator are not binding as far as there had not been made a specific agreement with the tour operator.

Performance and price changes

Changes and deviations of individual travel performances from the agreed contents of the travel contract and which are necessary after the conclusion of the contract and have not been brought about by the tour operator in breach of good faith are only permitted if the changes or deviations are not material and if the whole structure of the journey is adversely affected as a result.

Possible warranty demands remain unaffected as far as the changed services have scarcities. We will inform you immediately of any performance changes or deviations and will offer you a gratuitous alternative booking or a gratuitous withdrawal from the contract if necessary.

Withdrawal by the customer, rebookings and replacements

The customer may withdraw from the journey at any time before its commencement. Receipt of the withdrawal notice by the tour operator is the major criterion for this purpose. We recommend that the withdrawal notice should be made in writing.

If the guest cancels or does not show up the tour operator can claim comprehension for the services that were not made use of. The calculation is based on the usually saved expenditures and possible other disposals of the services.

The tour operator can claim the following subject to the time and the closeness to departure:

| |
|--|
| <i>For package arrangements with accommodation in hotels or guesthouses:</i> |
| up to 30 days before departure: 10% of the travel price |
| from 29 to 22 days before departure: 20% of the travel price |
| from 21 to 15 days before departure: 40% of the travel price |
| from 14 to 7 days before departure: 50% of the travel price |
| from 6 days before departure: 80% |
| <i>For package arrangements with accommodation in holiday apartments</i> |
| up to 45 day before departure 5 % of the travel price |
| up to 35 days before departure 40 % of the travel price |
| from 34 days before departure 80 % of the travel price |

However the guest can prove that much lesser charges occurred for the tour operator. In this case the guest has to pay the lesser charges.

Instead of compensation, the tour operator can assert the damage according to general regulations. The tour operator has to list and proof the several charges.

If the guest wishes to change the date of the journey, the accommodation or the typ of board or any other extra services (e.g. rentals, tickets), the tour operator can claim a charge of 10 € for packages with hotels, guesthouses up to 31 days prior to departure, up to 45 days for packages with holiday apartments. Changes, as far as they are possible, that occur after the deadline can only be made with cancelling the contract according to 5.3 and new registration. This is not valid for changes that only cause minor charges.

Hunsrück-Touristik GmbH recommends that a travel cancellation insurance should be concluded for each of our all-inclusive offers.

Services not been claimed

The tour operator will try to effort refunds of the counter-value if the traveller does not claim travel services in whole or in part if he leaves early or has any other urgent matters. This obligation is not valid if the service is irrelevant or if a refund expulses with general regulations.

Cancellation and termination by the tour operator

The tour operator may withdraw from the travel contract before the departure date and may terminate the travel contract after the departure date if the guest disturbs despite of warnings from the tour operator or its agent or if he behaves contrary to contract and the abolishment of the contract is justified.

If the tour operator cancels it has the right to claim the package price; but the tour operator has to try to take into account the charges that were not claimed against the advantages from this.

The tour operator can cancel before departure if the minimum number of participants is not achieved as specified in the brochure:

- The cancellation notice has to be forwarded immediately.
- A cancellation by the tour operator less than three weeks prior to departure is not allowed
- The guest can claim an equivalent journey if the tour operator is ready to offer a journey without surcharge. The guest can claim this directly after the cancellation by the tour operator.

Liability limitation

The contractual liability of the tour operator for damages which are not physical damages is limited to three times the travel price

- unless the damage incurred by the traveller was caused wilfully or with gross negligence - if the tour operator is responsible for damages incurred by the traveller exclusively on account of the blame or negligence of a service performer.

Warranty, cancellation, duty to collaborate

Appropriate remedial measures: if the journey is not performed in accordance with the contract, the traveller will be able to demand appropriate remedial measures. The tour operator may also provide appropriate remedial measures by offering an equivalent alternative. The tour operator may refuse appropriate remedial measures if disproportionate costs are necessitated as a result.

Reduction in the travel price: the traveller may claim a reduction in the travel price for the duration of a non-contractual performance of the journey. The reduction will not apply if the traveller failed to report the deficiency in question.

Notice: if a journey is materially impaired as a result of a defect and if the tour operator offers no appropriate remedial measures within a reasonable period of time, the traveller will be entitled to terminate the travel contract within the scope of the relevant legal regulations. A time limit for appropriate remedial measures does not have to be specified if appropriate remedial measures are impossible or refused by the tour operator.

If performance disruptions occur, the traveller is obliged to do everything reasonable and possible within the scope of the relevant legal regulations to help with rectifying the disruption and restricting any damages incurred. If, contrary to expectations, you have reasons for complaints, these have to be notified to our local contact person without delay. If the contact person cannot be reached, please approach the relevant service performer (the hotelier or transfer undertaking) or our contact address in the relevant target destination (to be found in the travel documents). If a traveller fails to comply with these obligations, he or she will be entitled to no compensation in this respect.

Exclusion of claims and limitation period

Claims on account of a non-contractual performance of the journey are to be enforced by the traveller within one month of the contractually envisaged end of the journey. After this period the traveller can still claim, if he had been prevented from meeting the deadline without actual fault.

Claims of the traveller will expire after one year of the departure date (date on which the journey should have contractually ended) according to §§651 c – f BGB. If there are any trials between tourist organisation and traveller on claims on account, the limitation period is inhibited until the traveller or tourist organisation refuse to continue. The limitation period of one year ends at the earliest 3 months after the end of the inhibition.

Choice of law and legal venue

The complete contract between tour operator and guest, that do not have their home or business address in Germany, is based on German regulations.

Appliance

The guest can sue the tour operator only at its address.

For any claims against the client the address of the guest is the basis, despite the claim is addressed to general merchants, juristic persons of public or private rights and persons that have addresses abroad or is not known. In these cases the address of the tour operator is the basis.