

Standard Business Conditions

of Liguriaplus Travel & Events Christine Rhodovi & Barbara Stadlmann GbR, Wenkenstr. 79, 32105 Bad Salzflen, in the following named tour operator, state 18.02.2013)

1. Preliminary note

The following regulations become, as far as agreed effectively, part of the tourist travel contract between the customer and the tour operator. They complete the legal regulations of §§ 651 a – m BGB (civil code) and informative regulations for tour operators as per §§ 4 – 11 BGB – InfoV (regulations on information and burden of proof as per the civil law and fill them out:

2. Conclusion of the tourist travel contract

- 2.1 With booking (travel registration) the customer offers to the tour operator obligatorily the conclusion of the travel contract. The travel announcement and supplementary information of the tour operator for the respective journey are basis of this offer as far as they are on hand with the customer.
- 2.2 Travel agents (e.g. travel agency) and service provider (e.g. hotels, transportation company) are not authorized by the tour operator to make arrangements, to give information or to make assurances which amend the contents of the travel contract, which go beyond the promised services or which contradict the travel advertisement.
- 2.3 Location and hotel leaflets which are not released by the tour operator are not obligatory for the tour operator as far as they were not made an object of the travel advertisement or a part of the performance obligation of the travel operator by an express agreement with the traveler.
- 2.4 The booking can be effected verbally, in writing, by phone, by telefax or on an electronic way (e-mail, internet). In case of the possibilities specified above, the tour operator immediately confirms the receipt of the booking on an electronic way.
- 2.5 The customer is responsible for all contract obligations of fellow passengers for whom he carries out the booking like for his own, provided that he has taken on these obligations by an express and separate explanation.
- 2.6 The contract takes place with receipt of the declaration of acceptance of the tour operator. It does not require a particular form. The tour operator will transmit a written travel confirmation to the customer or immediately after conclusion of the contract. He is not obliged to do so if the booking by the customer is effected less than 7 working days before start of the journey.
- 2.7 If the contents of the declaration of acceptance of the tour operator differs from the contents of the booking, a new offer of the tour operator is available to which he is bound for the duration of ten days. The contract takes place on the basis of this new offer if the customer explains the acceptance to the tour operator by an express explanation, deposit or payment of the balance within the commitment period.
- 2.8 In case of outside services expressly and clearly described as mediated in the leaflet, the travel documents and in the other explanations, the tour operator is merely travel agent. In case of these travel agencies a contractual liability is excluded as mediator, except for bodily damages, as far as there is no firm intention or gross negligence, main duties from the travel agency contract are not concerned, there is a reasonable possibility for conclusion of an insurance or agreed conditions are missing. In this respect the tour operator is only liable for the mediation, but not for the mediated services themselves (cf. § § 675, 631 BGB). For the conclusion of a contract the regulations of section 1 do apply analogously.
- 2.9 If our travel and payment terms are not available at booking over the phone, we will send them to you along with the travel confirmation/invoice. If you do not contradict them immediately within 10 days on receipt – in case of short-term bookings, i.e. as of 10 days from start of the journey – the travel contract has come about on these terms.
- 2.10 The provided data are protected as per the Federal Data Protection Law.
- 2.11 Please inform us immediately if you as travel booker have not received your travel documents 5 days before the start of journey at the latest. In this case we, your payment presupposed, will immediately send the journey documents or deposit in the booked object to you. If you do not inform us and do not start the journey due to missing travel documents, we must treat this as a resignation with costs.

3. Payment/travel documents

- 3.1 Please remit the deposit indicated on the travel confirmation/invoice within one week upon receipt of the travel confirmation/invoice. This is 25% of the total price of the invoice (rounded up to full euros) and at least Euro 50,00 per booking. The balance has to be effected without renewed request 30 days before start of trip. The handing over of the complete travel documents, if required for the journey and/or scheduled seem (e.g. hotel or transportation voucher) is carried out on receipt of the balance, 7 days before start of the journey at the latest.
- 3.2 Contract conclusions within two weeks before start of the journey commit the traveller to effecting concurrently immediate payment of the complete journey price against handing out of the complete travel documents, if required for the journey and/or provided (e.g. hotel or transportation voucher).
- 3.3 Provided that we offer payment made by direct debit and that you have given your assent to this or the tour operator grants payment with credit card and the customer makes use of this at the booking procedure, the direct debit from your account is made at the same times.

- 3.4 If the customer does not make the deposit and/or the payment of the balance according to the agreed due-dates, then the tour operator is authorised to step back from the travel contract after reminder with deadline and to charge the customer with resignation costs in accordance with section 6.2 clause 2 – 6.7.
- 3.5 Your journey is insolvency secured as per § 651 k BGB. The chattel paper with the travel confirmation/invoice are sent to you on booking confirmation/ invoice. A chattel paper is issued only at flat rates with more than two service components. At the booking of a hotel the tour operator appears as a mediator according to the BGB.)
- 3.6 If the journey does not take longer than 24 hours, if it does not include any overnight stay and if the travel price per customer does not exceed € 75,- payments on the travel price can also be required without handing out a chattel paper.

4. Services and service changes

- 4.1 For the booked services no support by the tour guide on the part of the tour operator (if not specified differently in the travel description) is provided.
- 4.2 The outward and return journey is carried out on one's own account and responsibility provided that a transportation service was not booked with the tour operator. The customer receives a journey description to the booked accommodation with the travel documents.
- 4.3 The scope of the contractual performances arises exclusively from the performance specification of the tour operator which can be found in the leaflet being valid for the time of the journey or in the description in the web as well as the respective information in the travel confirmation.
- 4.4 Accommodations only may be occupied by the given maximum person number provided that the possibility of an occupancy by more persons is not particularly announced. Accommodations may as well only be occupied by the maximum person number listed in the travel confirmation. In that case children, independent of age, also count as full persons. Persons not indicated at the booking can be rejected at the arrival.
- 4.5 Leaflet and catalogue details as well as details on the internet portal www.liguriaplus.com and in individually submitted offers are definite for the tour operator. The tour operator, however, particularly reserves the right to explain a concrete change of the leaflet and price quotations for relevantly justifiable, considerable and not foreseeable reasons before conclusion of the contract about which the traveller is informed of course before the booking procedure.
- 4.6 Modifications of essential travel performances of the agreed content of the travel content becoming necessary after completion of a contract and which were not caused by the tour operator taking bona fide into account are allowed only as far as changes are not considerable and do not impair the complete cutting of the journey.
- 4.7 Possible liability benefit entitlements remain untouched as far as the changed performances are full of defects.
- 4.8 The tour operator is obliged to inform the customer immediately on considerable performance modifications after knowledge of the reason for modification.
- 4.9 The customer is authorized to withdraw from the travel contract free of charge in case of a considerable modification of the travel performance or to demand the participation in an at least equal journey, if the tour operator is able to offer such a journey without surcharge for the customer. The customer has to assert these rights immediately after the explanation of the tour operator about the change of the travel performance or the cancellation of the journey opposite this one.

5. Price changes

- 5.1 4 months after conclusion of the contract the tour operator can demand price increases after conclusion of the contract up to 5% if an increase of the transport costs, the taxes for certain performances like airport or parking fees or a change of the exchange rates applying to the journey in question is taken into account. Price increases based on the mentioned circumstances are only permitted if the increase has a concrete effect on the travel price starting from the transportation, tax and exchange rate share.
- 5.2 A price increase can be required only until the 21st day before the agreed departure. The tour operator has to explain a permitted price modification as per section 5.1 to the traveller immediately after knowledge of the reason for the price increase.
- 5.3 At price increases after conclusion of the contract by more than 5% of the complete travel price the traveller can step back free of charge or demand the participation in another at least equal journey instead if the tour operator is able to offer such a journey without surcharge for the traveller from his offer.
- 5.4 The traveller has to assert these rights as per section 5.3 immediately after the tour operator has given to him these pieces of information.

6. The customer's resignation from the contract before start of the journey / cancellation costs

- 6.1 The customer can step back from the journey at any time. The resignation must be explained to the tour operator by indication of the travel order No. to the below indicated address and unconditionally by e-mail to info@liguriaplus.com. In order to avoid misunderstandings it is urgently recommended to the customer to explain the resignation in writing and by e-mail.
- 6.2 If the customer withdraws from the contract before the beginning of the journey or if he does not start the journey after all, the tour operator loses the claim to the travel price. Instead the tour operator can ask an adequate compensation for the journey measures taken unless he is responsible for the resignation or it concerns a case of God and demand charges dependent on the respective travel price.

6.3 The tour operator has temporally graded this claim for damages, i.e. expressed in a round sum under consideration of the proximity of the time of the resignation to the start of the journey beginning in proportional relation to the travel price and taken into account with the calculation of the compensation usually spared charges and ordinary saved charges and usually possible other uses of the travel performances. The compensation is charged as of receipt of the resignation of the customer as follows:

a) With all kinds of journeys (excluded holiday flats and houses)

Up to 45 days before start of the journey 15 %
from 44th day to 21st day before start of the journey 25 %
from 20th to 8th day before start of the journey 50 %
from 7th day to 3rd day before start of the journey 75 %
from 2nd day before start of the journey 90 %
of the travel price

b) With contracts for holiday flats / holiday houses

Up to 60 days before start of the journey 20 %
from 59th day to 36th day before start of the journey 50 %
from 35th day to 3rd day before start of the journey 80 %
from 2nd day before start of the journey 90 %
of the travel prices

Other conditions can apply to some programmes like e.g. tickets or train tickets.

6.4 If two or more persons have booked a double or bed room for more persons and no substitute person takes the place of a participant who stepped back from the contract, the tour operator is authorized to ask the full room price or to accommodate the remaining participants elsewhere, if possible.

6.5 At cancellations scheduled flight tickets or other documents already handed out by the tour operator must be returned since otherwise the tour operator must charge the full price.

6.6 It is left up to the customer's discretion to prove to the tour operator that no loss has been occurred to him or that the loss was less severe than the flat charge he demanded.

6.6 The tour operator reserves for himself the right to demand a higher, concrete compensation in refusal of the prominent flat rates. In this case the tour operator is obliged to estimate and to prove the demanded compensation concretely under consideration of the saved charges and a possible, other use of the travel performances.

7. Rebooking

7.1 The customer has no claim after conclusion of the contract to any modifications regarding the travel date, the destination, the places of the start of the journey, the accommodation or the transport mode (rebooking). If, however, on request of the customer a rebooking is carried out, the tour operator is allowed to levy a rebooking fee per customer. This amounts to:

a) at all kinds of journeys (except for holiday flats/-houses) up to the 45th day before start of the journey € 50,- per transaction

b) with contracts on holiday flats/-houses up to the 60th day before start of the journey € 50,- per transaction.

7.2 Rebooking wishes of the customer after expiry of the periods can, provided that its execution is possible at all, be carried out only after resignation from the travel contract as per section 6.1 to 6.7 according to the terms and simultaneous new registration.

8. Acts of god

8.1. Information on cancellation because of acts of god: If the journey is rendered more difficult, endangered or impaired considerably due to acts of God which were not foreseeable on conclusion of the contract, both parties are allowed to cancel as per § 651 j BGB.

8.2. If the contract is terminated as per section 8.1, then the regulation of the § 651e para. 3 sent. 1 and 2 section 4, sent. BGB is applied. The additional costs for the surplus costs for the return transport are to share between the two parties. As for the rest the additional costs are at the customer's expense.

8.3. You can take additional travel information of the Department for foreign Affairs (Auswärtiges Amt) on the internet under: www.auswaertiges-amt.de as well as under the phone number (030) 5000-2000.

9. Not used performances

If the customer does not make use of single travel performances which were offered to him duly for reasons which have to be imputed to him (e.g. because of an early return journey or for other mandatory reasons), he does not have any claim to a proportionate refund of the travel price. The tour operator will try to get the refund of the saved charges from the service provider. This obligation is dropped if it concerns completely insignificant performances or if legal or official regulations strand contrary to a refund.

10. Resignation because of not attaining the minimum participant number

The tour operator is only allowed to withdraw from the travel contract in case of not attaining the minimum participant number, if he

- a) indicates the minimum participant number in the respective travel advertisement as well as the time when the traveller must have received the explanation at the latest before the contractually agreed upon start of the journey.
- b) If he had clearly readable pointed to this information in the travel confirmation

A resignation from the contract must be announced opposite the customer at the 35th day before the start of the journey.

If it should be obvious already at an earlier time that the minimum number of participants cannot be reached, the tour operator must immediately make use of his right of withdrawal.

If the journey is not carried out for this reason, the price of the journey is immediately paid back to the customer.

11. Cancellation due to behaviour

A tour operator can terminate the travel contract without complying with a period if the customer disturbs notwithstanding a caution of the tour operator, if his further participation is no longer reasonable for the other travel participants or if he behaves in breach of contract agreement in such a measure, that the immediate abolition of the contract is justified. If the tour operator hands in his notice, he keeps the claim to the travel price; he must, however, have accredited the value of the saved charges as well as the advantages which he attains from another use of the not used services including the amounts he got from the service providers. As for the rest, claims for compensation remain untouched.

12. The customer's obligations

12.1 Notice of defects

If the journey is not carried out as stipulated in the contract, the customer can demand remedy. However, the customer is obliged to show the tour operator immediately an occurred travel deficiency in writing. If he refrains from that culpably, a reduction of the journey price does not occur. This is only invalid when the notice of defect is recognizably hopeless or unreasonable for other reasons.

The customer is obliged to inform the tour guide on the spot about the deficiencies at the vacation resort. If there is no tour guide available at the vacation resort, the tour operator must be informed about possible travel deficiencies at his seat. The customer is informed about the accessibility of the tour guide and/or the tour operator in the performance specification, however, at the latest with the travel documents. The tour guide is engaged to provide remedy provided that this is possible. They are not authorised, however, to respect claims of the customer.

12.2 Cancellation deadline

If the customer wishes a to cancel the tourist travel contract because of travel deficiency because of a travel defect in § 615 c BGB described reason because of unreasonableness, he must set an adequate deadline to the tour operator for taking remedy. This does not apply if remedy is impossible or refused by the tour operator or if the immediate termination of the contract is justified by a particular recognizable interest of the customer to the tour operator.

12.3 Luggage loss and luggage delay

The organizer recommends indicating damages or delivery delays in flights immediately and urgently by means of notice of loss (P.I.R.) to the responsible airline on the spot. As a rule, airline companies decline refunds if the notice of loss has not been filled in. The notice of loss has to be refunded in case of luggage loss within 7 days, in case of delay within 21 days after delivery. As for the rest the loss, the damage or the misdirection of luggage has to be communicated to the tour guide or the local representation of the tour operator.

12.4 Travel documents

The customer must inform the tour operator if he does not obtain the required travel documents (e.g. flight ticket, hotel vouchers) in the period communicated by the tour operator.

12.5 Duty to avert, minimise or mitigate loss

The customer has to prevent the occurrence of a damage if possible and to keep damages low. He must particularly draw the attention of the tour operator to the risk of a damage.

13. Limitation of liability

13.1 The contractual liability of the tour operator for damages which are not bodily damages is restricted to the triple journey price

- a) as far as a damage of the customer is caused neither deliberately nor roughly negligently or
- b) as far as the tour operator is responsible for a damage resulting to the customer only because of a fault of the service provider

13.2 The liability (delict) of the tour operator for property damages which are not based on firm intention or gross negligence is restricted to the triple journey price. This maximum liability sum applies to customer and journey respectively. Claims going beyond in connection with luggage as per the Montreal agreement remain untouched of the restriction.

13.3 The tour operator is not legally responsible for performance disturbances, person and property damages in connection with performances which are arranged merely as external performances (e.g. excursions, sporting events, visits to the theatre, exhibitions, transportation services of and to the announced place of departure and final destination), if these performances are indicated so express, that they are recognisable as not a component of the travel performance of the tour operator.

The tour operator, however, is responsible

- a) for performances which comprise the transport of customer from the described place of departure to the described final destination, intermediate transport during the journey and the accommodation.
- b) if for a damage of the customer the violation of information, elucidation and organisation obligations of the tour operator has become causal.

13.4 With contracts for holiday flats /-houses a liability for occasional failures or disturbances in the water and/or power supply is excluded, the same applies to the liability for the permanent operational readiness of facilities like heating, air conditioner, swimming pool etc.

14. Exclusion of claims and limitation

14.1 The customer has to assert claims because of provision of the journey which was not as stipulated in the contract within one month after the contractual scheduled time of the termination of the journey. The assertion can only be effected to the below/above address opposite the travel operator within the time limit. After expiry of the period the customer can only assert claims when he has been prevented not through his fault to comply with the stipulated period. This, however, does not apply to the period for registration of luggage damages, delivery delays or luggage loss in connection with flights as per section 11.3. These have to be reported within 7 days with luggage loss and within 21 days with luggage delay after delivery.

14.2 Claims of the customer as per §§ 651c to lapse in one year. Limitation starts on the day when the journey should end as per the contract.

14.3 If there are negotiations between the customer and the tour operator on the claim or the justified circumstances of the claim the limitation is suspended until the customer or the tour operator refuses the continuation of the negotiations. Limitation starts 3 months at the earliest after the end of the suspension.

15. Information duties on the identity of the executing air carrier

The EU regulations informing the passengers on the identity of the executing air carrier oblige the tour operator to inform the customer on the identity of the executing airline company of all flight transport performances in the context of the booked journey on booking the journey.

If the executing airline company is not certain on booking the journey, the tour operator is obliged to communicate the name the airline company/ies to the customer which will probably execute the flight.

The tour operator must inform the customer as soon as he knows which airline company will execute the flight.

If the airline company changes which was indicated as executing airline company to the customer, the tour operator must inform the customer on the change. He must immediately take adequate measures in order to make sure that the customer is informed about the change as quickly as possible.

The "Black List" can be seen on the following web page: http://ec.europa.eu/transport/air-ban/list_de.htm.

16. Passport-, visa- and health regulations

16.1 The tour operator will inform citizens of a state of the European communities in which the journey is offered, on regulations of passport-, visa- and health regulations as well as possible modifications before start of the journey. The responsible consulate provides information for citizens of other states. In that case it is started out from the fact that there are no particularities in the person of the customer and possible fellow passengers (e.g. double nationality, statelessness).

16.2 The customer is responsible for obtaining and carrying the necessary travel documents, possibly required vaccinations as well as compliance with custom- and foreign currency regulations. Disadvantages which arise from non-compliance with these regulations are e.g. payment of trip cancellation are for his account. This does not apply if the tour operator has not informed culpably, insufficiently or wrongly.

16.3 The tour operator is not liable for the punctual granting and the accession of necessary VISA by the respective diplomatic representation if the customer has engaged him to do provide it, unless the tour operator has neglected own duties culpably.

17. Choice of law

Exclusively German law is applied with the contract relationship between the customer and the tour operator. This also applies to the complete legal position.

If in case of claims of the customer against the tour operator abroad German law is not applied for the liability of the tour operator as per the reason, exclusively German law is applied with regard to the kind, extent and height of the customer's claims.

18. General regulations

18.1 All details in our leaflets or on the homepage

18.2 With publication of new leaflets all our earlier publications on identical travel destinations and dates lose their validity.

18.3 There is no liability for printing and miscalculation.

18.4 The invalidity of a part of these terms does not touch the effectiveness of the other regulations.

19. Jurisdiction

- 19.1 The customer can only sue the tour operator at his headquarters.
- 19.2 For proceedings of the tour operator against the customer the place of residence of the customer is authoritative. For proceedings against the customer or contracting partner of the travel contract, who are merchants, legal persons of the public or private law or persons who have their place of residence or ordinary whereabouts abroad, or whose place of residence or ordinary stay at the time of the proceedings is not known, the headquarters of the tour operator is agreed on as a place of jurisdiction.
- 19.3 The above regulations do not apply,
- a) if and insofar as something else in favour of the customer results from terms of international agreements which has to be applied to the travel contract between the customer and the tour operator, or
 - b) if and insofar as to the contract applicable, not mandatory regulations in the member state of the EU to which the customer belongs are more favourable for the customer than the following regulations or the corresponding German regulations.

20. Information on the tour operator:

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Internet: www.liguriaplus.com

Place of business: Bad Salzufen

Associate authorised for representation: Barbara Stadlmann (business leader)
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District law (Amtsgericht) Lemgo
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Finanzamt Detmold

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