

## Standard Terms and Conditions

The services provided and the respective responsibilities and liabilities are outlined and governed by these TERMS AND CONDITIONS

### 1.) APPLICATION OF THE STANDARD TERMS AND CONDITIONS AND OF THE TRAVEL CONTRACT

When making a booking the customer is asked to complete, sign and return the forms "Booking form" and "Booking confirmation". The contract comes in to effect upon receipt of the corresponding confirmation issued by the tour operator. In case of a booking made within less than 10 working days prior to departure a booking confirmation is not required.

All general and collateral agreements or special requests of the customer must be recorded in a written form and are deemed to be officially agreed upon only after their being included in the booking form and the booking confirmation.

The reservation is binding for the customer for 4 weeks. During this period of time the tour operator is obliged to produce the booking confirmation. In case of a short-term reservation within 10 working days prior to departure the reservation is deemed to be a late booking and the contract comes in to effect upon immediate confirmation of the booking or upon admission to the tour.

Reservations made by phone are deemed to be binding only after the customer signed and returned the booking form to the tour operator and upon receipt of the corresponding booking confirmation. If the customer doesn't return the booking form, signed by him, immediately or within 7 days at the latest, the tour operator has the right to refrain from accepting the reservation, if the customer even after further notice doesn't return the booking form. The same applies to bookings on the web or video-text-bookings.

If the information in the booking confirmation differs from the one in the booking form signed by the customer, this document is handled as a new booking application, which is binding for the tour operator for 10 days and which the customer may accept by returning a new booking confirmation within this period of time. If this doesn't happen, the travel contract doesn't come into effect.

### 2.) TERMS OF PAYMENT

After the conclusion of the contract or within 14 days upon receipt of the booking confirmation at the latest the customer will be charged a deposit of € 75,00 and step by step will receive the guarantee certificate according to § 651 k of the German civil code.

The balance becomes due 10 days prior departure at the latest. Decisive is the money receivable with the tour operator. After all payments have been made the customer will receive all travel documents.

In case of the conclusion of contracts within 30 days prior to departure the customer is obliged to immediately pay the entire tour price and will receive the guarantee certificate according to § 651 k of the German civil code. Payment is to be made at the latest at the start of the tour at the office of Lübeck and Travemünde Tourist-Service Ltd., Breite Straße 62, D-23552 Lübeck or at the office at Strandpromenade 1b, D-23570 Lübeck-Travemünde.

### 3.) ACTIVITIES AND CHANGES OF PERFORMANCES

The scope of performances agreed upon is based on the activities described in the package brochure and in the travel documents, particularly the booking form and the booking confirmation.

The information as indicated in the package brochure is binding for the tour operator. For objectively correct and not foreseeable reasons, however, the tour operator reserves the right to make changes to the arrangement, offered in the package brochure that the customer naturally will be informed about prior to making the booking. In this case the booking confirmation is deemed as a new reservation – as mentioned above.

Certain changes or variations of single tour arrangements, the necessity of which becomes obvious only after the contract has been concluded and which the tour operator did not cause against trust, can only be made, if they are of a minor character and do not disturb the character of the tour as a whole.

The tour operator is obliged to explain to the customer such an admissible change or variation immediately after the reason for the it became known to the tour operator. In this case the customer has the right to back out of the contract or to claim to participate in another tour, if the tour operator is able to make such an alternative offer without causing extra charges.

The tour operator shall not refund the costs of provision of services not used for reasons in whole or in part the fault of the customer.

The tour operator will not produce invoices concerning single elements of the tour.

### 4.) CANCELLATION OF BOOKING ON BEHALF OF THE CUSTOMER

The customer may cancel the travel arrangements at any time, but will be required to pay the applicable cancellation charges up to the maximum show below.

These are calculated as follows:

until 30 days prior to departure	5% of the tour price
29 - 22 days prior to departure	15% of the tour price
21 - 25 days prior to departure	25% of the tour price
17 - 6 days prior to departure	50% of the tour price
6 - 1 day prior to departure	75 % of the tour price

### 5.) CHANGES TO THE SCHEDULED PROGRAM UPON THE CUSTOMER'S REQUEST

If the customer requests an alteration of the travel arrangement after the conclusion of the contract, the tour operator may charge the customer a handling charge of € 15,00, if the tour operator doesn't produce an information about a higher compensation in accordance with the tour price minus the costs saved for the activity and minus the sum of the activity that the tour operator could sell or use in another way.

### 6.) OTHER PERSONS TRAVELLING

- Before the date of departure the customer has the right to claim that another person will travel in his place and enter into the rights and responsibilities of the travel contract. The tour operator has the right to not accept the participation of the third person, if the person doesn't meet the special requirements of the tour or if legal provisions or official arrangements do not permit his participation.
- If a third person enters into the contract he and the person, who booked the tour in the first place, are liable as joint debtors for the tour price.
- If a third person enters into the contract he and the person, who booked the tour in the first place, are liable as joint debtors for supplement costs caused by the third person's entering into the contract. The flat rate is € 15,00.

### 7.) AIRLINE BOOKING CONDITIONS

- The price examples indicated are based on presently valid tariffs plus tax and security fees.
- Customers are required to note booking dates, minimum stay or weekly conditions.
- In case of booking a carrier the tour operator will book special tariffs
- cancellation conditions: special tariff tickets cannot be changed or refunded

The night from Saturday to Sunday must be included in the holiday period. The maximum stay is 14 days. The flights must be booked at least 14 days in advance. Change of flights or refunding in case of cancellation is not possible. Because the flights are scheduled flights for sale to the general public, a vacancy cannot be guaranteed and checking is necessary with every booking made. Prices and taxes are subject to fluctuations, so that the prices mentioned are to be interpreted as examples.

### 8.) CANCELLATION OF TOURS FOR REASONS OF FORCE MAJEURE

- If the tour operation is complicated, endangered or affected for reasons of force majeure such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, adverse weather conditions or other circumstances unforeseeable at the moment of conclusion of the contract both the customer and the tour operator have the right to cancel the contract.
- In accordance with § 471 of the German civil code the tour operator has the right to claim an appropriate compensation for the activities performed so far.
- The tour operator is obliged to care for homeward travel also in case of cancellation, if this is part of the travel contract. In any case the tour operator is obliged to take the measures necessary to implement the cancellation of the contract.
- Tour operator and customer each will bear half of the extra costs for the homeward travel, if it is part of the travel contract, other expenses are chargeable to the customer.

### 9.) WARRANTY AND REMEDY

- If the tour is not operated according to the travel contract, the customer has the right to claim remedy, if this would not cause non appropriate expenditures. Remedy means the removal of the causes of well-founded complaints, including by means of providing replacement services wherever possible.

- The customer has the right to claim a tour price reduction if he immediately brought the complaint or the complaints to the attention of the tour guide or the tour operator. Phone and fax numbers are indicated in the travel documents. If the customer fails to complain he is not entitled to claim a tour price reduction.
- The price must be reduced appropriately under consideration of the value of the service at the time, when it was sold, and the real value of the offered service.
- If an arrangement is significantly affected by a failure and if the tour operator does not offer remedy within an appropriate time schedule, the customer has the right to cancel the travel contract in writing to the tour operator. This also applies, if there is a failure and the customer cannot be expected to participate in the tour for an important reason, which is comprehensible to the tour operator. No deadline for remedy must be determined in those cases, when remedy is impossible or if the tour operator refuses it or if the immediate cancellation of the contract is justified, because of a special interest of the customer. The customer owes the tour operator the costs for the tour activities he already participated in, if they were of interest to the customer.
- Regardless of the price reduction or the cancellation of the contract the customer has the right to claim compensation for failures unless there has been no fault on the part of the tour operator.

#### 10.) LIMITATION OF LIABILITY

- The contractual liability of the tour operator for damage to property - not personal injury - is limited to a maximum of three times the tour price unless the damage has not been caused deliberately or by gross negligence or
- if the tour operator is responsible for a damage caused by the fault of an agent or a supplier.
- Compensation claims are limited or excluded, if international agreements or legal norms, which can be applied to performances of an agent or supplier, provide for a limitation or exclusion of compensation claims against this supplier under certain circumstances.
- The tour operator is liable for all compensation claims on the part of the customer for tortious act not caused by intention or gross negligence. In case of personal injury the tour operator pays a maximum amount of € 125.000,- per customer and tour.

The tour operator recommends the customer to conclude a travel insurance in advance.

#### 11.) EXCLUSION OF CLAIMS AND LIMITATION

- Within one month after the contractually planned end of the tour the tour operator must be informed about any claims for compensation based on tour operation inconsistent with the travel contract in a written form. After the expiry date the customer can claim compensation only, if it was not his fault that he didn't meet the deadline.

Contractual claims of the customer are timely limited to a period of 6 months after the contractually planned end of the tour. Limitation is barred until the day, when the tour operator rejects the payment of compensation claimed by the customer in a written form.

#### 12.) INVALIDITY OF SINGLE RULES

The invalidity of single rules of the travel contract doesn't lead to the invalidity of the travel contract as a whole.

Tour operator:  
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