

Terms and Conditions of Travel for package tours and arrangements

Dear customer, the following translation of our Terms and Conditions is **for convenience purposes only**. **For all legal purposes, the German version alone shall be authoritative.** You will find the German Version (AGB) at www.regensburg.de/tourismus.

Please read the following Terms of Travel attentively. Insofar as they are effectively applied, these Terms of Travel shall form part of the travel contract you are entering into with Regensburg Tourismus GmbH, - hereinafter called "RTG" for short – as a tour operator. These Terms of Travel shall apply exclusively to RTG package tours. They do not apply to the provision of outside services (like e.g. guided tour and admission tickets) and to hotel service contracts or the provision thereof.

1. Conclusion of the contract

1.1. Upon booking (travel registration) that may be effected verbally, by telephone, in writing, by telefax, via e-mail or over the Internet, the Customer is entering into a binding travel agreement with RTG. The basis for RTG's offers are the tour description, these Terms and Conditions of Travel, and all additional information in the basic booking documentation (catalogue, host directory, Internet) insofar as they are available to the Customer.

1.2. If the booking request is transmitted electronically, RTG shall confirm receipt to the Customer electronically without delay. This confirmation of receipt does not constitute a booking confirmation and does not justify any entitlement to the coming into force of the travel agreement according to the Customer's booking request.

1.3. The travel agreement shall come into force upon RTG's booking confirmation to the Customer. It is not subject to any specific formal requirements. Upon conclusion of the contract or soon afterwards, the Customer shall receive a written copy of the booking confirmation. A written copy of the booking confirmation may be omitted if customer booking is effected less than 7 working days before commencement of travel.

1.4. If the RTG's booking confirmation deviates from the Customer's booking, this shall constitute a new offer on the part of RTG to which it shall be bound for 10 days from the date of booking confirmation. The contract shall come into force on the basis of this new offer once the customer communicates his acceptance of this offer through express declaration, down payment or final payment. The same applies if RTG submitted a written offer for a package tour to the customer.

1.5. The customer effecting a booking shall be liable for all contractual obligations of travel companions on behalf of whom he is effecting the booking as well as for his own, insofar as he took over a respective obligation by express and separate declaration.

2. Services to be provided, changes in scope of performance

2.1. The services to be provided by RTG shall be exclusively derived from the contents of the booking confirmation in connection with the tender underlying the respective package tour, and according to all instructions and explanations contained in the booking documentation.

2.2. Travel agents and service providers, especially hotel and lodgings businesses, are not authorised by RTG to give guarantees or to make agreements beyond the travel offer or booking confirmation or contradicting the same or amending the confirmed contents of the travel agreement.

3. Down payment, final payment

3.1. As a matter of principle, upon conclusion of the contract (receipt of booking confirmation) and following the submission of a risk coverage certificate under § 651k BGB¹ insofar as specified in the booking confirmation, a down payment is to be effected for package tours that include admission tickets, which shall be counted towards the travel price and amounts to 15% of the travel price.

3.2. Unless another maturity date was agreed in individual cases, final payment shall become due 4 weeks before commencement of travel insofar the risk coverage certificate was submitted. In case of bookings effected less than 4 weeks

before commencement of travel, the total travel price shall become due for payment immediately.

3.3. The obligation to submit a risk coverage certificate shall no longer apply if a) The tour duration is shorter than 24 hours, the tour does not include hotel nights, and travel price does not exceed € 75, - per person. b) Deviating from numbers 3.1 and 3.2. if the agreed travel services do not include transport from or to the travel location, and it is agreed that the total travel price is to be paid to RTG or the hotel and lodgings business only at the end of the tour/stay.

3.4. If RTG is ready and in a position to provide the contractual services, and if the customer does not effect a down payment or final payment, or not in full, by the agreed maturity dates, without any contractual or statutory right of retention of the customer, RTG shall be entitled to withdraw from the contract after sending a reminder and setting a deadline, and to bill the customer for any cancellation costs under 4 of these Terms.

4. Cancellation by customer, changed reservations

4.1. The customer may cancel the tour until commencement of travel. It is recommended to cancel travel in writing to prevent any misunderstandings. The qualifying date is the date of receipt of the notice of cancellation by RTG.

4.2. In all cases of cancellation by four participants, RTG shall be entitled to the following as a compensation for any travel arrangements and expenses by RTG, which shall take into account any usually saved expenses and usually possible other use of travel services:

- Up to 31st day before commencement of travel - 10% of travel price
- From 30th to 21st day before commencement of travel - 20% of the travel price
- From 20th to 12th day before commencement of travel 40% of the travel price
- From 11th to 3rd day before commencement of travel - 60% of the travel price
- From 2nd day before commencement of travel, and if no travel occurs – 90% of the travel price

4.3. We strongly recommend the conclusion of a travel cancellation insurance policy.

4.4. The customer reserves the right to prove that RTG incurred no expenses or significantly lower expenses than the foregoing specified flat rates. In this case, the customer shall only be obliged to pay the lower costs.

4.5. RTG reserves the right to claim higher liquidated damages in place of the above mentioned lump sums insofar as it prove that it has incurred substantially higher expenses as would be covered by the applicable sum. Should RTG assert such a claim, it shall be bound to enumerate and furnish evidence in respect of the damage sum so demanded, taking account of any savings and alternative application of travel services

4.6. The preceding terms are without prejudice to the client's statutory right pursuant to § 651b BGB¹ to provide a third party substitute to the travel contract.

4.7. If, upon the customer's request, after conclusion of the contract, any changes with respect to travel date, accommodation, type of board, or other services (reservation changes) are made, RTG may charge a fee of € 26,- for reservation changes, without the customer's being legally entitled to a changed reservation, and only, insofar as this is possible at all, until the 31st day before commencement of travel. Later reservation changes are only possible by cancelling

the travel agreement and rebooking according to the foregoing terms of cancellation. This does not apply to requests for reservation changes that only cause minor costs.

4.8. In case of cancellation and changed reservations, any costs for booked admission tickets incurred as a result of return or change besides the amendment fees or the cancellation, are to be paid separately insofar as *RTG* does fails to use the admission ticket otherwise.

5. Traveller responsibilities (notification of defects, cancellation, exclusion period)

5.1. The traveller commits himself to notify *RTG* of any occurring imperfections without delay and to request remedy. Any entitlements of the traveller shall not become void in case of non culpable failure to complain in respect of a defect. A notification of defects to the service provider, especially the hotel business, is not sufficient.

5.2. If the tour is significantly hindered as a result of a travel imperfection or if the traveller cannot be expected to carry out the tour as a result of such defect on important – for *RTG* - noticeable grounds, the traveller may cancel the travel agreement according to statutory provisions (§ 651e BGB¹). Cancellation is only permitted if *RTG* or its agents failed to keep a specific reasonable deadline set by the traveller without providing remedy. There is no need for a deadline if *RTG* or its agents cannot provide or refuse to provide remedy, or if an immediate cancellation of the contract is justified by a legitimate interest of the traveller.

5.3. The traveller shall assert all claims for failure to render performance under contract as owed within one month commencing with the contractually stipulated return date. Claims shall be made against *RTG* and to the address given below. Registration of claim before service providers, in particular before accommodation providers, shall not be possible for the purpose of adherence to this time limit. Assertion of claim in writing is expressly recommended.

6. Liability

6.1. *RTG*'s contractual liability for damage that is not physical damage, is limited to a threefold travel price, insofar as damage to the traveller was caused neither intentionally nor by gross negligence, or *RTG* is responsible for any damage occurring to a traveller due to a service provider's fault.

6.2. *RTG* shall not be liable for any information and service disturbances in connection with services that are not contractually agreed main services and not part of the package tour of *RTG* and are clearly recognisable as outside service by the customer in the travel tender or the booking confirmation, or are solely provided as outside service during the stay (e.g. spa and wellness services, sports events, visits to the theatre, exhibitions, excursions, etc.)

7. Failure to use services

If the traveller does not use individual services as a result of premature return, due to illness or on other grounds for which *RTG* is not responsible, the traveller shall not be entitled to pro rata reimbursement. However, *RTG* shall ask the service provider for reimbursement insofar as the amounts in question are not insignificant, and shall reimburse the respective amounts

to the customer, as soon as and insofar they were actually reimbursed to *RTG* by the individual service providers.

8. Period of limitation

8.1 Customer claims according to §§ 651c to f of the German Civil Code (BGB¹) arising from injury to life, limb or health that are based on a deliberate or negligent breach of duty on the part of *RTG* or of an authorised or vicarious agent of *RTG* shall lapse after two years. This shall also apply to compensation claims for other damages that are based upon a deliberate or grossly negligent breach of duty on the part of *RTG* or of an authorised or vicarious agent of *RTG*.

8.2 All other claims according to §§ 651c to f BGB¹ shall lapse after one year.

8.3 The limitation period according to points 8.2 and 8.3 shall begin on the day on which the journey was due to end according to the contractual agreements.

8.4 If negotiations are in progress between the customer and *RTG* in regard to the claim or the circumstances upon which the claim is based, the limitation period shall be suspended until such time as the customer or *RTG* refuses to continue with the negotiations. The limitation shall become effective three months after suspension at the earliest.

9. Place of jurisdiction

9.1. The entire legal and contractual relationship between the customer and *RTG* shall be exclusively subject to German law.

9.2. The customer may only file an action against *RTG* at its registered office.

9.3. For any actions of *RTG* against the customer, the customer's domicile shall be authoritative. For actions against customers that are merchants in the meaning of the German Commercial Code, public or private law legal entities, or persons that have their (corporate) domicile or ordinary place of residence/business abroad or whose (corporate) domicile or ordinary place of residence is unknown at the time of commencement of the action, the place of jurisdiction shall be the seat of *RTG*.

9.4. The foregoing provisions do not apply a) if and insofar as other more favourable provisions applicable to the travel agreement between the customer and *RTG* can be derived from not contractually mandatory provisions of international conventions, b) if and insofar as any not mandatory provisions applicable to the travel agreement in the EU Member State of which the customer is a citizen, are more advantageous for the customer than the following provisions or the according German regulations.

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¹ BGB = Bürgerliches Gesetzbuch: German Civil Code