

Dear Customers

The following General Terms and Conditions, provided they are agreed in a legally valid way, become an integral part of the travel contract which will be concluded between yourself and **Arche Noah Reisen**, hereinafter abbreviated as "**AR**", in case of a booking. They apply in addition to the statutory provisions of sections 651a to m of the BGB (Bürgerliches Gesetzbuch – German Civil Code), and the regulations on the provision of information for travel operators in sections 4 to 11 of the BGB-InfoV (Ordinance on duties of information and proof under civil law), and also serve to specify these regulations. **Please read the General Terms and Conditions of Travel carefully before placing your booking.**

1. Conclusion of the travel contract

1.1. Upon placement of a booking (registration for a tour), the customer bindingly offers **AR** the conclusion of a travel contract. This offer is based on the tour description and the additional information provided by **AR** for the corresponding tour, in as far as the customer has such at his or her disposal.

1.2. Travel brokers (for instance travel agencies) and service providers (for instance hotels, transport companies) have not been authorised by **AR** to enter into agreements, to give information or issue representations which modify the agreed contents of the travel contract, exceed the services confirmed originally by **AR**, or contradict the description of the tour.

1.3. Leaflets for locations and hotels which were not issued by **AR** are not binding for **AR** and their performance obligations, unless they have been made the object of the travel description or a part of **AR**'s service obligations by means of an expressed agreement with the customer.

1.4. Bookings may be placed orally, in writing, by telephone, telefax or via electronic means (e-mail, internet). In case of electronic bookings, the receipt of such bookings will be confirmed immediately by **AR** by electronic means.

1.5. The customer shall be liable for all contractual obligations of his co-travellers for whom he carries out the booking, in the same way as for his own, provided he has accepted these obligations in an expressed, separate declaration.

1.6. The contract will be concluded upon receipt of the acceptance declaration issued by **AR**. It does not require a specific form. Upon, or immediately after, conclusion of the contract, **AR** will send the customer a written travel confirmation. **AR** shall not be obligated to do so if the customer has placed the booking less than 7 working days before the tour commences.

1.7. Should the contents of **AR**'s acceptance declaration deviate from the contents of the booking, this shall represent a new offer by **AR**, to which **AR** shall be bound for a period of ten days. The contract will be concluded on the basis of this new offer if the customer declares his acceptance during the period of commitment through an express declaration, a down-payment or final payment.

2. Payment

2.1. After the conclusion of the contract and after issue of the "Sicherungsschein" (risk coverage certificate) pursuant to section 651k BGB, a down-payment amounting to 10% of the travel price becomes due for payment. The final payment will become due 3 weeks prior to commencement of the tour, provided the "Sicherungsschein" has been handed over, and provided there is no risk of the tour being called off for one of the reasons stipulated in No. 8.

2.2. If the trip is not longer than 24 hours, does not include accommodation, and if the travel price per customer is less than € 75,-, payments on the travel price may also be requested without provision of a "Sicherungsschein".

2.3. If **AR** is prepared and able to provide the contractual travel services and the customer does not have a statutory or contractual right of retention, the customer will not have a claim to use the travel services or be handed out the travel documents unless he has paid the travel price in full.

2.4. If the customer does not provide the down-payment and/or the final payment in accordance with the agreed payment dates, **AR** shall have the right to withdraw from the travel contract, after a prior reminder setting a deadline, and to charge the customer the withdrawal fees pursuant to No. 5.

3. Modification of services

3.1. Modifications to essential travel services in the agreed contents of the travel contract, which may become necessary after the conclusion of the contract, and have not been brought about by **AR** in bad faith, shall only be admissible if such modifications are not substantial and do not impede the overall arrangement of the tour.

3.2. This shall not affect warranty claims in the case of such modified services being defective.

3.3. **AR** is obligated to inform the customer of essential modifications of services immediately after obtaining knowledge of the reason for such modification. In case of a substantial modification of an essential travel service, the customer shall have the right to withdraw from the travel contract, free of charge, or to request participation in a tour of at least the same value, provided **AR** is able to offer such a tour from its portfolio

without additional costs for the customer. The customer shall be obligated to assert these rights towards **AR**, immediately after the declaration by **AR** regarding the modification of the travel service or the cancellation of the tour.

4. Price increases

AR reserves the right to correspondingly amend the price agreed in the travel contract if the costs for transport or the charges for certain services such as port or airport fees are increased, or if the exchange rates applicable for the corresponding tour fluctuate, subject to the following provisions:

4.1. If the transport costs valid at the time of the conclusion of the travel contract, in particular fuel costs, are subsequently increased, **AR** may increase the travel price subject to the following calculation:

a) For increases based on the individual passenger seat, **AR** may request payment of the sum of this increase from the customer.

b) In other cases, the additional transport costs requested by the transport company per means of transport will be divided by the number of passenger seats available in the agreed means of transport. **AR** may request payment by the customer of the increase thus calculated for the individual passenger seat.

4.2. If charges valid at the time of the conclusion of the travel contract, such as port or airport fees, are subsequently increased for **AR**, the travel price may be increased by the corresponding proportional sum.

4.3. In case of fluctuations in exchange rates after the conclusion of the travel contract, the travel price may be increased to the extent by which the tour has increased in price for **AR** due to these fluctuations.

4.4. The travel price may only be increased if there are more than 4 months between the conclusion of the contract and the agreed travel date, and if the circumstances resulting in the increase had not occurred at the time of the conclusion of the contract and were not foreseeable for **AR** at the time of the conclusion of the contract.

4.5. In the case of a subsequent amendment of the travel price, **AR** is obligated to inform the customer of the reasons for the amendment, immediately after obtaining knowledge. Price increases are only admissible if they are received by the customer at the latest on the 21st day prior to the commencement of the tour. If a price increase exceeds 5%, the customer shall have the right to withdraw from the travel contract, free of charge, or to request participation in a tour of at least the same value, provided **AR** is able to offer such a tour from its portfolio without additional costs for the customer. The customer shall be obligated to assert the above-mentioned rights towards **AR**, immediately after the declaration by **AR** regarding the price increase.

5. Withdrawal by the customer prior to commencement of the tour / Cancellation charges

5.1. The customer may withdraw from the contract at any time prior to commencement of the tour. This withdrawal must be declared towards **AR** under the address stipulated in these General Terms and Conditions. If the tour was booked through a travel agency, the withdrawal may also be declared towards this travel agency. The customer is recommended to declare the withdrawal in writing.

5.2. If the customer withdraws prior to the commencement of the tour or if he does not embark on the tour, **AR** will lose its claim to the travel price. In lieu of this, **AR** may, unless it is responsible for the withdrawal or in cases of force majeure, request adequate compensation of the travel arrangements made up until the time of the withdrawal, as well as its expenses, in relation to the corresponding travel price.

5.3. **AR** has fixed scaled intervals for this compensation claim, i.e. has stipulated a lump-sum percentage of the travel price, under consideration of the closeness of the time of withdrawal to the contractually agreed time of commencement of the tour, as well as the expenses which will usually be saved and other possibilities of using the travel services, which usually exist. This compensation will be calculated as follows, depending on the time of receipt of the withdrawal declaration issued by the customer:

Air package tours with scheduled or charter flight

- up until the 31st day prior to booked departure 20%
- from the 29th up until the 22nd day prior to booked departure 30%
- from the 21th up until the 15th day prior to booked departure 40%
- from the 14th up until the 7th day prior to booked departure 50%
- from the 6th day prior to booked departure onwards 55%
- in case of withdrawal on the departure date or no-show 90%

Bus and train tours

- up until the 45st day prior to booked departure 10%
- from the 44th up until the 22nd day prior to booked departure 30%
- from the 21th up until the 15th day prior to booked departure 50%
- from the 14th up until the 7th day prior to booked departure 75%
- from the 7th day onwards and in case of no-show 80%

Ocean and river cruises

- up until the 30th day prior to booked departure 25%
- from the 29th up until the 22nd day prior to booked departure 40%
- from the 21th up until the 15th day prior to booked departure 60%
- from the 14th up until the 1st day prior to booked departure 80%
- in case of withdrawal on the departure date or no-show 90%

5.4. The customer shall in all cases have the right to provide proof to **AR** of the fact that no damage, or considerably less damage has been incurred than the lump-sum charged by **AR**.

5.5. **AR** reserves the right to request payment of higher specified compensation, in deviation from the above lump sums. In such cases. **AR** shall be obligated to provide specific calculations and proof of the requested compensation, taking into consideration any saved expenses and any other utilisation of the travel services.

6. Alterations of bookings

6.1. After the conclusion of the contract, the customer shall not have a right to make alterations with regard to the travel date, the destination, the place of embarking on the tour, the accommodation or the type of transport (alteration of bookings). If an alteration to a booking is possible, and is carried out in spite of the above, **AR** may, up until the time stipulated for the first scaled interval of the cancellation charges defined for the withdrawal fees, charge an alteration fee amounting to € 26,- per customer.

6.2. Any subsequent alteration requests by the customer can only be carried out, provided their execution is possible at all, after a prior withdrawal from the travel contract pursuant to No. 5 and subject to the conditions determined there, and a simultaneous new registration. This shall not apply for alteration requests which only result in marginal costs.

7. Unused services

If the customer does not use individual travel services which he had been offered in proper form, for reasons within his scope of responsibility (for instance due to premature return or other imperative reasons) he shall not be entitled to claim proportionate reimbursement of the travel price. **AR** shall strive to obtain reimbursement of saved expenses by the service providers. This duty shall not exist if the services are totally minor or if statutory or official regulations or orders stand against a reimbursement.

8. Withdrawal due to number of participants below minimum number

AR may withdraw from the contract in case of a set minimum number of participants not being reached, subject to the following provisions:

a) The minimum number of participants, and the latest possible time of withdrawal by **AR** must be stipulated in the specific tour description or, if there is a uniform regulation for all tours or for certain types of tours, in a general informative note in the catalogue, or in a general service description.

b) **AR** must state the minimum number of participants and the latest possible time of withdrawal in the booking confirmation, and must make reference to the corresponding leaflet information in this confirmation.

c) **AR** shall be obligated to declare the cancellation of the tour immediately towards the traveller, once it has been finally determined that the tour will not be carried out due to the number of participants not reaching the set minimum number.

A withdrawal by **AR** less than 3 weeks prior to booked departure is not admissible. In case of a cancellation, the customer may request participation in a tour of at least the same value, provided **AR** is able to offer such a tour from its portfolio without additional costs for the customer. The customer shall be obligated to assert the above-mentioned right towards **AR** immediately after the declaration by **AR** regarding the cancellation of the tour by **AR**. If the tour does not take place because of this, the customer shall immediately receive back all payments he may already have made on the purchase price.

9. Termination on grounds of conduct

AR may terminate the travel contract without prior notice if the customer, in spite of a cease-and-desist request from **AR**, substantially disrupts the services or if he/she acts contrary to the contract to an extent which justifies the immediate dissolution of the contract. If **AR** terminates the contract, **AR** shall continue to be entitled to claim payment of the travel price; **AR** will, however, have to accept set-off of the value of saved expenses as well as any such benefits which it obtains from another utilisation of the unused services, including any sums credited by the service providers.

10. Customer's obligations

10.1. The duty to notify defects which results from section 651 d subsection 2 BGB, is specified as follows for tours with **AR**

a) The traveller is obligated to immediately notify **AR**'s local representatives (tour guide, agency) of any occurring defects, and to request rectification.

b) The traveller will be informed of the person, the availability and the communication data of **AR**'s representatives upon provision of the travel documents at the latest.

c) If local representation or a tour guide is not a part of the owed services according to the contractual agreements, the traveller shall be obligated to immediately notify **AR** directly of the defect, under the address stipulated hereinafter.

d) If the traveller fails to notify **AR** as stipulated above, his/her claims shall only continue to exist if the failure to notify **AR** is due to reasons not within the traveller's scope of responsibility.

10.2. Tour guides, agencies and employees of service providers are not entitled, and have not been authorised by **AR**, to confirm defects or to acknowledge any claims asserted against **AR**.

10.3. If the tour is impeded substantially due to a defect, the traveller shall be entitled to terminate the contract. The same shall apply if the traveller cannot reasonably be expected to participate in the tour because of such defect, due to important reasons which are recognisable for **AR**. A termination shall only be admissible once **AR** or, if applicable and agreed in the contract as the contact person, their authorised representatives (tour guide, agency), have let an adequate period of time, defined by the traveller, pass without providing rectification. It will not be necessary to stipulate a deadline if rectification is impossible or if it has been refused by **AR** or their authorised representatives or if immediate termination of the contract is justified by special interests of the traveller.

10.4. In case of loss or delay of baggage during air tours, any damages or delays in delivery are to be immediately notified locally by the traveller by means of a damage notification (P.I.R.) to the airline in charge. Airlines may refuse compensation if the damage notification has not been filled in. Notification of the damage must be made within 7 days in case of loss of baggage, in case of delays within 21 days after delivery. In other cases. loss of, damage to, or misdirection of, baggage must be notified to the tour guide or the local representatives of **AR**.

11. Limitation of liability

11.1. **AR**'s contractual liability for damages other than personal injuries, is limited to three times the travel price

a) if the damage incurred by a customer has not been caused intentionally or in a grossly negligent way or

b) if **AR** is solely responsible for a damage incurred by the customer because of a service provider's fault.

11.2. **AR**'s liability under tort provisions for damage to property not caused by intent or gross negligence is limited to three times the travel price. This maximum sum of liability applies per customer and per tour. Any claims which may exceed this sum in connection with travel baggage under the Montreal Convention shall not be affected by the limitation. **AR** shall not be liable for disruption of services. personal injuries and damage to property in connection with services which are only brokered as third-party services (such as excursions, sports events, theatre visits, exhibitions, transport services from and to the departure or arrival location as determined in the description), provided such services have been marked expressly as third-party services in the tour description and in the booking confirmation, naming the brokered contracting partner in a way which is so unambiguous that for the customer such services recognisably are not part of the travel services provided by **AR**. **AR** shall, however, be liable

a) for services regarding transport of the customer from the departure location according to the description to the destination according to the description, interim transportation during the tour, and accommodation during the tour,

b) if, and in as far as, the violation of notification, information or organisation obligations by **AR** was the reason for a damage suffered by the customer

12. Exclusion of claims and time-limitation

12.1. Claims based on the provision of the tour not complying with contractual agreements must be asserted by the customer within one month after the contractually agreed tour ending date. In order to meet the deadline, the assertion must be made towards **AR** under the address stipulated hereinafter. After expiry of the deadline, the customer may only assert claims if he had been prevented from meeting the deadline through no fault of his own. This shall, however, not apply for the deadline set for the notification of baggage damage, delivery delays for baggage or baggage loss in connection with flights. These must be asserted towards the airline within 7 days in case of a loss of baggage and within 21 days after delivery in case of delay of baggage.

12.2. The customer's claims under sections 651c to 651f BGB shall become time barred after one year. The period of limitation shall

commence on the day on which the tour was projected to end according to the contract. If negotiations are pending between the customer and AR regarding the claim or the circumstances the claim is based on, the limitation period shall be interrupted up until the time either the customer or AR refuse to continue such negotiations. Limitation shall apply at the earliest 3 months after the end of such interruption of the limitation period.

13. Regulations regarding passports, visa and health

13.1 AR will inform nationals of such countries of the European Communities where the tour is offered on the applicable provisions of passport, visa and health regulations, prior to the conclusion of the contract, as well as of any modifications to such provisions prior to the traveller embarking on the tour. For nationals of other countries, the competent consulate can provide information. Here, it is being assumed that no special characteristics lie in the person of the customer or of any co-travellers (for instance double nationality, statelessness).

13.2. The customer is responsible for obtaining and carrying with him/her any necessary travel documents, for obtaining any necessary vaccinations as well as complying with customs and foreign exchange regulations. Any disadvantages which may result from the non-compliance with such provisions, such as payment of withdrawal fees, shall be for the customer's account. This shall not apply if AR have culpably not provided this information, not provided sufficient information, or provided incorrect information.

13.3. AR shall not be liable for the timely issue and receipt of necessary visa by the diplomatic representation concerned if the customer has assigned AR with obtaining such visa, unless AR themselves have culpably violated obligations incumbent upon them.

14. Information relating to identity of operating air carrier

14.1. AR shall inform the customer, in compliance with the EU Directive on information of air transport passengers on the identity of the operating air carrier, before, or at the latest upon, booking of the identity of the operating air carrier(s) regarding all air transport services to be provided during the booked tour.

14.2. Should the operating air carrier(s) not have been finally determined at the time of booking, AR shall be obligated to name to the customer the air carrier or the air carriers who will probably operate the flight. AR will inform the customer as soon as they obtain knowledge of the name of the operating air carrier.

14.3. If the air carrier named to the customer as the operating air carrier subsequently changes, AR shall inform the customer of this change immediately and as quickly as this is reasonably possible.

14.4. The notification regarding the operating air carrier within the framework of AR's information obligations does not create a contractual claim to the operation of air transport by the named air carrier(s), unless such claim results from AR's contractual or statutory performance obligations. As far as this has been agreed contractually in a legally admissible way, AR expressly reserves the right to change the air carrier.

14.5. The above provisions and the information by AR on a change of the air carrier shall not affect the customer's claims under the Directive referred to in subsection (1), under any other applicable EC Directive, nor any other contractual or statutory rights.

14.6. The "black list" (air carriers which are prohibited from using the air space above the Member States) compiled under this EC Directive can be downloaded from the AR internet sites and can be inspected in the AR offices.

15. Choice of law and place of jurisdiction

15.1. The contractual relations between the customer and AR shall exclusively be governed by German laws. This shall also apply for the entire legal relationship.

15.2. If for a law suit filed abroad by the customer against AR German law is not applied for the determination of whether AR is liable, German law shall be applied exclusively with regard to the legal consequences of such liability, in particular with regard to type, extent and amount of the customer's claims.

15.3. The customer may only file law suits against AR at AR's place of business.

15.4. The decisive location for law suits filed by AR against the customer shall be the customer's place of residence. For law suits against customers or contracting partners of the travel contract who are businesses, legal entities under public or private law or persons with their place of residence or usual place of abode in a foreign country, or whose place of residence or usual place of abode is unknown at the time the law suit is filed, AR's place of business is agreed as the place of jurisdiction.

15.5 The above provisions shall not apply

a) if and in as far as other regulations in favour of the customer, result from the provisions of international agreements which cannot be waived in a contract and which are applicable to the travel contract between the customer and AR, or

b) if and in as far as provisions valid in the EU Member State to which the customer belongs are applicable to the travel contract, cannot be waived and are more favourable to the customer than the provisions hereinafter or the corresponding German regulations.

16. Additional terms and conditions for "closed group" tours

16.1. For tours of "closed groups", the provisions hereinafter shall apply in addition to the AR terms and conditions as stipulated hereinbefore. "Tours for closed groups" in the meaning of these provisions shall only be group tours organised by AR as the responsible tour operator and booked and/or processed by one group responsible or ordering customer for a defined circle of participants.

16.2. Special liability of AR for tours for "closed groups":

16.2.1 For tours for "closed groups", AR shall be liable for the services stipulated in the booking confirmation.

16.2.2 AR shall not be liable for services or parts of services, irrespective of their kind, which – with or without AR being aware of this – are offered, organised, carried out and/or made available to the customers by the group ordering customer or group responsible in addition to the AR services. This shall in particular include:

a) Feeder transport to and from the departure location for the trip to the destination or the return trip as agreed in the contract with AR, which are organised by the group ordering customer or the group responsible.

b) Any events not included in AR's scope of services before and after the tour as well as at the destination, trips, excursions, meetings, etc.

c) Tour guides brokered by AR upon request by the group ordering customer or the group responsible.

16.2.3 AR shall not be liable for activities or omissions by the group ordering customer or the group responsible or by the tour guide which AR has only brokered, neither before, nor during or after the tour; in particular, AR shall not be liable for

a) modifications of contractual services,

b) instructions given to local guides,

c) special agreements with the various service providers,

d) information and representations towards the customers,

if such have not been co-ordinated with AR.

16.2.4 In all cases where the travel price is the decisive factor with regard to AR's liability towards the customer, the relevant travel price shall be the travel price agreed between the group ordering customer and AR exclusively, not taking into consideration any surcharges which the group ordering customer may charge the customer.

16.3 Complaints

16.3.1 The group ordering customer or the group responsible or the tour guide only brokered by AR shall not be entitled or authorised to acknowledge complaints by the customer in the name of AR, neither before nor during nor after the tour.

16.3.2 The group ordering customer or the group responsible or the tour guide only brokered by AR shall in particular not be entitled to acknowledge any claims towards the customer in the name of AR, aimed at a restitution of the travel price or at compensation for damages, irrespective of the facts and the legal provisions such claims may be based on.

16.3.3 The customer must make the notification of defect he is obligated to issue at the time a disruption takes place, towards the tour guide assigned by AR or towards the local representative. A notification of a defect towards the group ordering customer or the group representative is sufficient only if AR have not assigned their own tour guide or local representative, or if these are not available.

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The tour operator is:

Arche Noah Reisen GmbH

Geschäftsführer (managing director) Thomas Juncker

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