

General conditions of travel 2012

1. Completion of the travel contract

1.1 By making a reservation (travel booking), you are entering into a binding contract with us to travel on the basis of the description of a particular trip and all the additional information in the catalogue. Bookings can only be made in writing. They are made by the individual booking on behalf of all the participants named in the booking who is responsible for their own contractual commitment insofar as they have assumed the corresponding obligation in a separate and explicit declaration.

1.2 The contract becomes valid when we accept it. The acceptance does not need to be in a specific form. We will send you a written version of the travel confirmation on or shortly after conclusion of the contract.

2. Payment

2.1 A deposit of 20% of the total cost of the reservation plus insurance premium is due on conclusion of the contract and on receipt of the travel price guarantee certificate. The deposit is deducted from the total price of the trip.

2.2 The balance is due 30 days before the day of travel provided the guarantee certificate has been handed over and the trip can no longer be cancelled as per item 8.2. You or your travel agent will receive the documents approx. 14 days before you are due to travel.

3. Services

3.1 Our service commitment is based exclusively on the contents of the booking confirmation in combination with the brochure that is valid at the time of travel and/or the description of the trip as per the information and details contained therein.

3.2 Travel agents, service providers and tour guides are not authorised to agree to services that go beyond or contradict the contents of the description or the travel confirmation.

4. Changes in services

Any changes to individual services in the content of the travel contract that become necessary after conclusion of the same and are unavoidable despite all due care are permitted only as long as these changes are not extensive and do not impair the overall content of the trip.

Claims under warranty will not be affected if the services that are amended are flawed. We are obliged to notify you of any changes in our services without delay. In the event of significant changes to a major service, you will be entitled to withdraw from the contract with no charges.

5. Price adjustments

We reserve the right to change the price agreed in the contract in the event of increases in the costs for conveyance or charges for specific services such as harbour and airport charges or in the event of currency changes for your particular trip:

5.1 In the event of an increase in transportation costs following the agreement of the travel contract – especially fuel charges – then we are free to increase the cost of the journey as follows:

- a) We are entitled to pass a proportion of an increase in the seat price on to you.
- b) In all other cases, the additional transportation costs requested by the transportation company for each form of transportation will be divided by the number of seats or beds on the agreed form of transportation. We are free to request the resulting increase per seat or bed from you.

5.2 In the event of an increase in harbour or airport charges agreed on conclusion of the contract, then we are free to increase the cost of the trip proportionally.

5.3 In the event of a change in exchange rates after conclusion of the travel contract, then the cost of the trip may be increased by the additional amount incurred to us.

5.4 An increase will only be permitted if there are more than four months between the conclusion of the contract and the agreed date of travel and if the circumstances

leading to the increase were not in place on conclusion of the contract and we could not have foreseen them at that time.

5.5 We will notify you without delay in the event of a later change to the travel price. Price increases after the 30th day before travel are not effective. In the event of a price increase of more than 5%, you will be entitled to withdraw from the contract at no charge or to request participation in a trip of at least the same value provided we are in the position to offer you such a trip from our offer and at no additional charge.

6. Cancellation/rescheduling by the customer

6.1 You are free to withdraw from the trip (cancel) at any time before commencement. The date on which we receive the corresponding notification is applicable. We advise you to provide a written explanation of your reasons for cancelling.

6.2 In the event of cancellation or a no-show, you will be entitled to the following one-off compensation payments, based on the overall price of travel and irrespective of any travel insurance and based on the day of travel allowing for any ordinarily saved expenses and the possible use elsewhere of the travel services:

- up to 120 days 5%;
- 119 to 60 days 20%;
- 59 to 30 days 40%;
- 29 to 15 days 60%;
- 14 days to 1 day 80%;
- on the day of travel or in the event of a no-show 90%.

The minimum cancellation charge is €50 per person.

6.3 You are free to prove to us that no losses, or substantially lower losses, were incurred rather than the set costs stipulated. In this event, you will pay only the costs that are incurred.

6.4 Should the date of travel, destination, accommodation and flight connections (rescheduling) be changed at your request after conclusion of the contract, then provided these changes are possible we will charge a rescheduling fee of €25 per person up to 50 days before travel. Should you wish to make changes at a later date, then this will necessitate cancellation and a new booking, provided it is possible to comply with your request.

6.5 We reserve the right to request a higher amount of compensation than the set charges shown here which we will also specify and confirm to you.

7. Services not utilised

If you are unable to utilise certain services due to premature departure for reasons that are not our responsibility, you will not be entitled to any compensation. We will endeavour to obtain reimbursement from the service providers and will pass any expenses that are saved on to you.

8. Withdrawal/cancellation by nicko tours

8.1 We are at liberty to terminate the travel contract without prior notice if you consistently interrupt the course of the trip and disregard our admonitions or act in contravention of the contract.

8.2 We are entitled to withdraw from the travel contract up to 30 days before the departure date if we fail to acquire the minimum number of participants as stated in the description. The following applies:

- a) The minimum number of participants for the trip is stated directly in the booking confirmation or referred to in the corresponding description in the brochure.
- b) We must inform you of the cancellation without delay as soon as it is definite that the minimum number of participants will not be achieved.
- c) You are entitled to request participation in another trip of at least the same value if we are able to offer one at the same price.

9. Notice of defects and termination by the customer

9.1 In the event of impairments of performance, you are obliged to participate in order to help rectify the impairment and to keep any resulting damage to a minimum. You are to inform our travel management or local agency of any defects without delay and request remedy. You will still be entitled to make a claim if you fail to notify the appropriate parties of the defect through no fault of your own. Our tour guides are not authorised to accept defects or claims on our behalf.

9.2 The transportation companies are to be notified without delay in the event of loss of or damage to baggage; the companies are obliged to provide written confirmation.

9.3 If there is a significant impairment of the trip as the result of a travel defect, you are entitled to cancel the contract. The same also applies if you cannot be expected to embark on the trip as the result of such a defect and for a valid reason that is obvious to us. Termination will only be permitted when we or our agent (tour guide, local agency) have allowed an appropriate period as specified by you to lapse without providing remedy. No such period needs to be specified if remedial action is impossible or we or our agent refuse to provide it or if instant termination of the contract is justified by a particular interest on your part.

10. Liability of nicko tours

10.1 Our contractual liability for damage (not bodily) suffered by the traveller is limited to three times the value of the trip provided

- a) such damage was not caused deliberately or negligently or
- b) we are responsible for the damage caused to the traveller because of negligence on the part of a service provider.

10.2 We are not liable in the event of interruptions to services, damages to person or property in association with services that are merely negotiated on behalf of a third party (e.g. excursions, theatre visits, transportation services from and to the described starting point) if these services are specifically laid out in the travel

description and booking confirmation as third-party services, together with the name of the contractual partners.

11. Exclusion of claims and statute of limitation

11.1 You must raise any claims resulting from non-contractual provision of travel services against nicko tours within one month of the contractually proposed end of the trip at the address given below. We strongly advise you to make any such claims in writing. If you fail to raise any claims within the specified period, you will only be able to do so later if the delay is not your responsibility.

11.2 Your claims as a passenger in accordance with Sections 651c to f BGB [German Civil Code] resulting from injury to life, body or health, including contractual claims to financial compensation resulting from negligent breach of duty on the part of nicko tours, or a deliberate or negligent breach of duty by one of its legal representatives or vicarious agents, will lapse after two years. This also applies to claims for compensation for other damages that are the result of a grossly negligent breach of duty on the part of nicko tours or a negligent or grossly negligent breach of duty on the part of one of its legal representatives or vicarious agents.

11.3 All other claims as per Sections 651c to f BGB [German Civil Code] lapse after one year.

11.4 The limitation period as per items 11.2 and 11.3 will commence on the day on which the trip is to end in accordance with the contractual agreement.

11.5 In the event of negotiations between yourself and nicko tours concerning the claim or circumstances giving rise to the claim, then the limitation period will be suspended until you or nicko tours refuse to continue the negotiations. The limitation period will commence no sooner than three months before the end of the suspension.

12. Passport, visa and health regulations

We will notify members of the country in which the trip is being offered of the regulations concerning passports, visas and health requirements and inform them of any changes in writing before commencement of travel. You are responsible for observing all the rules and regulations in association with the trip yourself. Any disadvantages arising from the failure to observe these regulations will be your responsibility unless they are the result of a culpable failure to provide information or the provision of incorrect information.

13. Information regarding the identity of airlines

13.1 In accordance with EU guidelines, we will inform you before you book, and no later than at the time of booking, of the identity of the airline(s) providing the air transportation services in connection with the booked trip.

13.2 Should the airline(s) not be known at the time of booking, then we will provide you with the name of the airline(s) that will probably be providing transportation. As soon as we know which airline will be providing the transportation, we will inform you accordingly.

13.3 In the event of an airline other than the one named to you providing transportation, we will inform you of this change as quickly as possible and by the appropriate means.

13.4 The list of airlines provided in accordance with EU guidelines which are not entitled to use the airspace over member states is available on our website and on our premises.

14. Court of jurisdiction

The applicability of German courts and German law is agreed unless essential rules from international agreements or European regulations require otherwise. The court of jurisdiction in the event of claims against nicko tours is Stuttgart.

Tour operator

nicko tours GmbH

Mittlerer Pfad 2

70499 Stuttgart

Tel. +49 (0)711 248 9800

Fax +49 (0)711 2489 8077

info@nickotours.de

www.nickotours.de

Registered in: Amtsgericht Stuttgart HRB 15888

Managing director Ekkehard Beller

These terms and conditions replace all earlier ones.

August 2011