

1. Conclusion of contract

The Purchaser can order the travel services either in writing or by telephone. The Purchaser orders the travel services for all mentioned travel participants.

The contract shall be concluded following written confirmation by Poppe Reisen GmbH & Co. KG.

2. Payment

A deposit of 20% of the total booked amount is payable with the conclusion of the contract. With the written confirmation of Poppe Reisen you will be presented with a security certificate (for the payment in case of insolvency).

The final payment has to be credited to Poppe Reisen GmbH & Co. KG account at the latest 14 days prior to the departure date.

3. Services

The extent of the services provided by Poppe Reisen GmbH & Co. KG is solely limited to the description of such services in the travel programme and the written order confirmation by Poppe Reisen GmbH & Co. KG. Any additions or changes to these services require a written confirmation by Poppe Reisen GmbH & Co. KG in order to be binding.

4. Changes of services and prices

4.1 Poppe Reisen GmbH & Co. KG reserves the right to change services according to the offered travel programme provided that the changes are not substantial and have not been caused or contributed to by Poppe Reisen GmbH & Co. KG.

4.2 Poppe Reisen GmbH & Co. KG reserves the right to forward price increases to the purchaser in case of unforeseen price increases such as increase of VAT or fuel price increases, airport or harbour fees or changes in exchange rates increase the price accordingly. This is also valid when VAT-law changes in line with a harmonizing of the EU laws. In case of a price increase the tour operator has to inform the purchaser immediately. Price increases from the 20th day prior to departure are ineffective. The purchaser has the right to withdraw from the contract free of charge if the price increase is more than 8%. The purchaser has the same rights in case of price reductions due to the above mentioned reasons.

5. Cancellation by the purchaser

The purchaser or any of the travel participants can cancel the booked services any time prior to departure. The cancellation should be announced in writing. The date of the receipt of the written cancellation is the basis for calculating the applicable cancellation deadline. Rebookings apply as cancellations with subsequent new order.

The following cancellation fees apply per enrolled participant:

Until 90 days prior to departure: 10% of all booked services

Until 60 days prior to departure: 45% of all booked services

Until 30 days prior to departure: 60% of all booked services

Until 7 days prior to departure: 80% of all booked services, in case of individually organised arrival at destination 90% of all booked services.

From 6 days prior to departures: 90% of all booked services

Event Tickets can only be refunded in case of resale. A handling fee of 10 % applies. On demand of the purchaser Poppe Reisen GmbH & Co. KG has to justify the amount of the compensation charged. The purchaser is at liberty to prove that no damage or significantly less damage than the lump sum was incurred. The tour operator reserves the right to calculate the compensation in each individual case instead of the lump sum.

6. Cancellation by the tour operator

Poppe Reisen GmbH & Co. KG reserves the right to withdraw from the contract in the following cases:

a) no time deadline is necessary

if the travel participant disturbs the tour regardless of a warning by the tour operator or behaves contrary to contract

b) until 2 weeks prior to departure

if the minimum number of participants stated on the travel programme was not reached. In this case the client will be informed immediately and the deposits will be credited in full.

7. Travel insurances

We recommend to get travel insurance in due time. In case of a cancellation by the purchaser due to reasons such as disease, loss of work or death of family members travel insurances reimburse large parts of the cancellation costs.

8. Obligations of Poppe Reisen GmbH & Co. KG

8.1 Poppe Reisen GmbH & Co. KG shall only be liable for:

1. careful preparation of service details,
2. the selection of the service provider,
3. the accuracy of the description of the services
4. the fulfilment of the services described in the contract

8.2 The tour operator is liable for fault of a service provider.

9. Limitation of Liability

9.1 The liability of the tour operator for contractual claims - with the exception of physical injury - is limited to the maximum amount of three times the travel price,

- 1) if the damage to the passenger is not caused by intent or gross negligence or
- 2) if the tour operator is responsible for the damage caused to the purchaser only through the fault of a service provider.

9.2 The tour operator is not liable for any default in connection with services that are mediated as external services (eg sports events, theater performances, exhibitions, etc.) and which are marked as external services in the tour description, except if such disruptions are based on a culpable performance caused by the tour operator in the line of the mediation.

9.3 If the tour operator has the position of a contracting air carrier, then the liability is governed by the provisions of the Aviation Act in connection with international agreements of Warsaw, The Hague, Guadalajara and the Montreal Agreement (only for flights to U.S. and Canada). The Warsaw Convention in most cases limits the liability of the carrier for death or personal injury and for loss or damage to baggage.

10. Obligations of the purchaser

The purchaser undertakes to keep to a minimum any possible losses caused by any changes and/or interruptions in the services to be provided. It is the duty of the purchaser to immediately notify the office of Poppe Reisen of any complaints and to obtain confirmation in writing detailing the failure of performance of particular services.

11. Passport, Visa, Customs, Foreign Exchange and Health Regulations

11.1 We are obliged to inform citizens of the EU of passport visa customs, foreign exchange and health regulations before the conclusion of the contract. Citizens of other countries should contact the applicable consulate.

11.2 The purchaser shall be responsible to procure that its customers/guests comply with any of the above named regulations as applicable. Disadvantages or charges caused by not complying with any of the above named regulations such as cancellation fees will have to be borne by the purchaser.

12. Event tickets

The tour operator acts as an agent in regards to event tickets which are included in the offered travel programme. Therefore the tour operator is not liable for the realisation of such an event. Specific cancellation conditions for event tickets apply (see number 5)

13. General Terms

The legal regulations of the German Travel Contract Law §§ 651 a ff. BGB apply.

All claims will lapse within two years after the contracted end of the travel.

Claims for compensation due to unlawful act will lapse within three years according to § 852 BGB.

Should any of these contractual conditions be held unenforceable or be ineffective this shall not affect the validity of the remainder of the contract. The parties undertake to replace the ineffective conditions by another one which has as far as possible the same effect of the original ineffective provision.

This contract is subject to German law and the jurisdiction of the German Courts.

Tour Operator

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