

# Terms and Conditions of Travel

The Terms and Conditions of Travel supplement §§ 651 a et seqq., German Civil Code, and regulate the legal relationships between you and us. They have been produced on the basis of the recommendation of the DRV (German Association of Travel Agents) in accordance with § 38 German Act against Restraints of Competition and are acknowledged by you when booking. Deviations in the travel description in question shall prevail. Please read them and the following text carefully.

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## 1. Registration and confirmation

With your booking (registration for travel), you bindingly offer us conclusion of a travel contract. The foundation of this offer is the travel description and all and any supplementary information from us for the trip in question, to the extent that they are available to you. Travel organizers (e.g. travel agencies) and providers of services (e.g. hotels, transport companies) have not been authorized to make agreements, to give information or to make assurances amending the agreed contents of the travel agreement, exceeding the services assured by contract or contradicting the travel description. Local and hotel brochures not published by us shall not be binding for our duty to provide a service to the extent that they have not been made contents of the travel agreement by means of an express agreement with you. Booking can be done in writing, orally, by telephone, by fax or by electronic means (e-mail, internet). It is also done by you for all the participants stated in the registration. You vouch for their fulfilment of the contract in the same way as for your own if you have taken on a separate obligation by an express and separate declaration. The contract shall be concluded upon receipt of our declaration of acceptance, which shall not require any specific form. We shall send you a written travel confirmation upon or immediately after conclusion of the contract. We shall not be obliged to do so if your booking is made less than 7 days before the start of the journey. If the contents of our confirmation deviate from the contents of the registration, then a new offer shall exist, to which we shall be bound for a term of 10 days. The contract shall be concluded on the basis of said new offer if you declare acceptance to us by express assurance, down-payment or residual payment within the binding period.

## 2. Payment

In all the cases stated below, the following shall apply to the maturity of payments: payment on the price of travel before the journey may only be made against hand-over of the secured payment certificate in the sense of § 651 k subsection 3 German Civil Code. If a journey does not last for longer than 24 hours, does not include an overnight stay and if the price of the journey does not exceed EUR 75, the complete price for the journey may be demanded even without provision of a secured payment certificate. Please make a down-payment of 20 % of the price of travel at conclusion of the contract. The down-payment will be offset against the price of the journey. Please pay the residual purchase price latest 28 days before journey begins. If you pay by credit card, your account will automatically be debited on the dates in question. Earlier maturities may result from the references in the programme or the catalogues for individual services (e.g. for some special flight prices). In the event of cancellation of the complete booking, fees incurred shall be due for payment immediately. If you do not make the

down-payment and/or the residual payment in accordance with the agreed payment maturities, we shall be entitled to withdraw from the contract following a reminder setting a period of grace and to charge you the costs of withdrawal pursuant to Section 4.1, 16.

### **3. Changes to services and prices**

#### **3.1**

Changes or deviations of individual travel services from the agreed contents of the travel agreement (e.g. changes of flight time, changes to the sequence of the programme, change of hotel) becoming necessary after conclusion of the contract and not caused by us in breach of good faith shall be permitted to the extent that the changes or deviations are not considerable and do not impair the overall design of the journey which has been booked. All and any claims from warranty shall remain unaffected to the extent that the changed services manifest defects. We shall inform you without delay of changes or deviations in the services. In the event of a considerable change of an essential travel service, you shall be entitled to withdraw from the contract free of charge or to demand participation in a journey which is at least equivalent if we are in a position to offer you such a journey from our range without additional costs for you. Please claim the rights towards us without delay following our declaration concerning the change of the travel service or the cancellation of the journey.

#### **3.2**

We reserve the right to amend the prices which have been published and confirmed with the booking as follows in the event of an increase of the costs of transportation or the charges for certain services, such as port or airport charges, or a change in the exchange rates valid for the journey in question:

If the costs of transportation in existence at the time of the conclusion of the contract increase, in particular fuel charges, we can increase the price of the journey according to the provisions of the following calculation:

- a. In the event of an increase relative to a seat, we can demand the amount of the increase from the passenger.
- b. In other cases, the additional transportation costs demanded per means of transport by the transportation company shall be divided by the number of seats in the agreed means of transport. We can demand the amount of the increase resulting in this way for the individual seat from the passenger.

If charges in existence at the time of the conclusion of the contract such as port or airport charges are increased for us, we can raise the price of the journey by the matching pro rata amount. In the event of a change of the exchange rates following conclusion of the travel agreement, the price for the journey can be increased by the scope to which the journey has become more expensive for us as a result. An increase shall only be admissible to the extent that there are more than 4 months between conclusion of the contract and the agreed date of travel and the circumstances leading to the increase had not occurred before the conclusion of the contract and were also not foreseeable at the time of conclusion of the contract. We must inform you without delay in the event of a subsequent change of the price of the journey. Price increases from the 20th day before the start of the journey shall be ineffective. If the price increase amounts to more than 5%, you shall be entitled to withdraw from the contract free of charge or to demand participation in a journey which is at least equivalent if we are in a position to offer you such a journey from our range without additional costs for you. Please claim the aforementioned rights towards us without delay following our declaration concerning the increase in price.

### **4. Customer's withdrawal**

You can withdraw from the journey at any time before the start. Withdrawal is to be declared towards us under the address stated at the end of the T&C or. Withdrawal may be declared towards our booking agent Joachim Bekedorf as the representative of the IMFR (International Marathon Fellowship of Rotarians) as well. Declaring the withdrawal in writing is recommended. If you withdraw from the travel agreement or do not undertake the journey, we lose the claim to the price of the journey. Instead, we can demand a suitable indemnification for the travel measures taken up to the time of withdrawal and our expenditure as a function of the price of the journey in question. Our claim to reimbursement has been liquidated, taking the expenditure customarily saved and possible other uses into due account. The amount of the claim to indemnification can be seen from Section 16 of these T&C. You shall remain free to prove that no or considerably lower damage than the lump-sum demanded by us has been suffered. We reserve the right to demand a higher, specific indemnification as a deviation from the lump-sums set in Section 16 if we can prove that we have incurred higher expenditure than the lump-sum applicable in the case in question. In such a case, we shall be obliged to put a specific figure on the indemnification being claimed, taking the expenditure saved and all and any other use of the travel services into due account, and also to prove this.

The lump sums for withdrawal will be stated in chapter 18 of these T&C.

### **5. re-booking, substitute participants**

#### **5.1 Re-booking**

If changes with a view to the date of travel, the travel destination, the start of the journey, the accommodation or the means of transport are made by your request after the journey has been booked, we shall as a rule incur the same costs as in the event of a withdrawal on your part. We must therefore charge you costs at the time of re-booking to the same amount as would have resulted in the event of withdrawal. For other, only slight changes, we only charge a processing fee of EUR 50.

## **5.2 Substitute participants**

Your statutory right to provide a substitute participant pursuant to § 651 b German Civil Code shall remain unaffected by the aforementioned T&C.

## **6. Services not claimed**

If you do not claim individual travel services properly offered to you as a result of premature departure or for other cogent reasons, there shall be no claim to a pro rata reimbursement of the purchase price. We shall however endeavor to have the expenditure saved by the service providers reimbursed. This obligation shall no longer exist if it is a question of completely inconsiderable services or if statutory or official directives prevent a reimbursement. Reimbursement of the original vouchers merely organized by us (e.g. hotel chains, hire car) has been regulated in Sections 4.1 and 18. under "Withdrawal" and "Withdrawal lump-sum" respectively.

## **7. Withdrawal and termination by the travel company due to failure to reach the minimum number of participants**

The minimum number of participants has to be reached latest February 28, 2020. In any case, we shall be obliged to inform you without delay after the fulfilment of the preconditions for the non-performance of the journey and to send you the declaration of withdrawal as soon as possible. You shall receive the costs of the journey already paid without delay. If it can be seen at an earlier point in time that the minimum number of participants cannot be reached, we shall inform you.

## **8. Termination for conduct-induced reasons**

We can withdraw from the travel contract or terminate it without notice following the start of the journey if the customer lastingly disturbs the implementation of the journey, notwithstanding a caution from us, or behaves in breach of contract to an extent justifying immediate cancellation of the agreement. If we give notice, we shall maintain the claim to the price of the journey; however, we must have the value of the saved expenditure which we achieve from other use of the services not claimed, including the amounts credited to us by our service providers, offset against this.

## **9. Cancellation of the contract due to force majeure**

For termination of the travel contract, reference is made to the statutory regulation in the German Civil Code, which has the following wording: "§ 651 j German Civil Code"

(1) If the journey is made more difficult, endangered or impaired as a result of force majeure not foreseeable at the conclusion of the contract, both the travel company and also the customer can terminate the contract on the basis of the provisions of this directive alone.

(2) If the contract is terminated pursuant to subsection 1, the directives of § 651 e subsection 3, sentences 1 and 2, subsection 4 sentence 1 shall be applicable. The additional costs of return transport shall be borne by the parties in equal shares. Apart from this, the additional costs shall be charged to the traveller.

## **10. Duty of the traveler to cooperate**

### **10.1 Travel documents**

Please inform us or Joachim Bekedorf as IMFR's representative in good time if you have not received the required travel documents within the deadlines communicated.

### **10.2 Notification of Deficiency / Request for Remedy**

If the trip is not free of travel deficiencies, you can ask for a remedy. This requires - without prejudice to our primary obligation to perform - your participation. Therefore, you are obliged to do everything reasonable for you, in order to contribute to the elimination of the disturbance and to minimize any possible damage or to avoid it altogether.

Insofar as we were unable to remedy the situation as a result of culpable failure to report the defect, you are not entitled to any reduction claims under § 651m BGB or claims for damages under § 651n BGB German law. You are obliged to notify your local representative immediately of your notice of defect. If a local agent is not present and is not contractually owed, any travel deficiencies must be reported to us at the contact details or the contact point indicated below; the availability of our local representative or our local contact point will be indicated in the travel confirmation and / or the travel documents.

In any case, please indicate the travel / tour number, destination and travel dates stated in the travel documents. However, you can also report the defect the IMFR representative Joachim Bekedorf.

Our local representative is tasked with providing remedies where possible. However, he is not authorized to recognize claims.

### **10.3 Deadline before termination**

Do you want the travel contract due to a defect in § 651i §. 2 BGB designated for any kind, if it is substantial, announce in accordance with § 651L Civil Code, you wait for a reasonable period for remedy. This only applies if we refuse the remedy or if an immediate remedy is necessary.

### **10.4 Baggage damage and baggage delay during air travel; special rules and deadlines for remedy**

Please note that luggage is lost, damaged and -delay in connection with air travel to the aviation regulations from

you without delay on the spot using of loss ("P.I.R.") to the airline company must be notified. Airlines and tour operators may refuse reimbursements under international conventions if the claim has not been completed. The damage report is to be refunded within 7 days in the event of damage to luggage, or within 21 days if delayed, after delivery.

## **11. Barring by limitation**

Your claims according to §§ 651 c to f German Civil Code from an injury to life, limb or health based on a breach of duty by the travel company, a statutory representative or a vicarious agent of the travel company by malice aforethought or gross negligence shall be barred by limitation in two years. This shall also apply to claims for indemnification of other damage based on a breach of duty by the travel company, a statutory representative or a vicarious agent of the travel company by malice aforethought or gross negligence. All other claims according to §§ 651 c to 651 f German Civil Code shall be barred in one year. The period shall commence on the day on which the journey was to end according to the contract. If there are negotiations between yourself and us about the claim or about the circumstances substantiating the claim, barring shall be inhibited until you or we reject continuation of the negotiations. Barring shall take place no earlier than 3 months after the end of the inhibition.

### **11.1 Contractual limitation of liability**

Our contractual liability for damage which is not physical damage has been limited to three times the price of the journey

- a: to the extent that injury of the traveller has not been caused by us by malice aforethought or gross negligence or
- b: to the extent that we are responsible for injury incurred by a traveller on account of culpability of a service provider.

### **11.2. Limitation of liability from tort**

Our liability from tort for property damage not based on malice aforethought or gross negligence has been limited to three times the price of the journey. The maximum liability sum shall apply for customer and journey. Claims possibly exceeding this in connection with baggage according to the Montreal Convention shall remain unaffected by the limitation.

### **11.3 Exclusion of liability for third-party services**

We shall not be liable for disturbances of services, personal and property damage in connection with services which are merely organized as third-party services (e.g. excursions, sport events, visits to the theatre, exhibitions, transportation services to and from the starting point and destination stated) if these surfaces have been unambiguously identified as third-party services in the description of the journey and the booking confirmation, stating the contractual party which has been organized, such that they are recognizably not an integral part of our travel services.

We shall however be liable

- a. for services entailing transportation from the starting point to the destination stated in the description, intermediate transportation during the journey and accommodation during the journey,
- b. if and insofar as a breach of information or organization duties by us has been causal for damage suffered by you.

## **12. Assertion of claims: addressee, information on consumer dispute resolution**

12.1 Claims according to § 651i Abs. 3 Nr. 2 - 7 BGB must be asserted against us. The assertion may also be made via IMFR's representative Joachim Bekedorf. A claim on a durable medium is recommended.

12.2 We point out that we do not participate in a voluntary consumer dispute settlement. For all travel contracts concluded in electronic commerce, we refer to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr>

## **13. Exclusion of claims**

You can only make claims against us on account of non-contractual performance of the §§ 195, 199 BGB German law under the address stated below. After the expiry of the period, you can only make claims if you were prevented from complying with the period without culpability on your part. However, this does not apply to the period for notification of baggage damage, delay in delivery of baggage of loss of baggage in connection with flights in accordance with Section 10.3. They are to be made within 7 days of hand-over for damage to baggage and within 21 days for delays in baggage.

## **14. Information duties about the identity of the performing airline; (so-called "Black List")**

On the basis of the EU Regulation on notification of passengers about the identity of the performing airline, we are obliged to inform you about the identity of the performing airline and all air transport services to be performed

within the framework of the booked journey when you make the booking. If the performing airline is not clear at the time of the booking, we shall be obliged to notify you of the airline(s) which will probably be carrying out the flight. As soon as the airline carrying out the flight is known to us, we shall inform you of this. If the performing airline first named to you changes, we shall inform you without delay of the change. The so-called "black list" is available on the following internet site, amongst others: [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm)

## **15. Passport, visa, customs, foreign currency and health directives**

### **15.1**

We are obliged to inform citizens of a member state of the European Union in which the journey is offered about provisions of passport, visa and health directives before conclusion of the contract and about possible changes to them before the start of the journey. For citizens from other states, the responsible consulate gives information. In this context, it is assumed that nothing particular exists with a view to yourself and people possibly travelling with you (e.g. double nationality, statelessness).

### **15.2**

You exclusively are responsible for procurement and possession of the necessary travel documents, any vaccinations which may be necessary and compliance with customs and foreign currency directives. Disadvantages resulting from the failure to comply with these directives, e.g. payment of withdrawal costs, shall be charged to you. This shall not apply to the extent that we have culpably not, insufficiently or wrongly informed you.

### **15.3**

We shall not be liable for punctual issue and receipt of necessary visa by the diplomatic representation in question, even if you have commissioned us with obtaining them, unless we have culpably breached our own duties.

## **16. Travel protection (travel cancellation insurance and others)**

Please consider the fact that the prices for the journeys stated do not contain any travel cancellation insurance or additional costs insurance (incl. replacement journey). If you withdraw from your journey before it starts, cancellation costs are caused. If you stop the journey, additional return travel and other additional costs can be caused. Therefore, travel protection is recommended. It contains not only the travel cancellation insurance, but also extensive travel protection with a round-the-clock emergency call service. Please contact IMFR's representative Joachim Bekedorf for advice.

## **17. Privacy**

When you make your booking, we collect personal data that is required for the fulfillment and execution of the travel contract. These data are stored electronically by us, processed and - as far as it is necessary for the purpose of the contract - to third parties, e.g. Service providers such as hotels and airlines.

If you provide your e-mail address when booking your trip, we will use it to inform you about comparable travel offers by our company. If you do not wish to receive information, you can object to this use at any time, without incurring any costs other than the transmission costs according to the basic rates. We will point this out to you every time you use your e-mail address for this purpose. Alternatively, you may opt out of receiving emails at the time of booking.

## **18. Withdrawal lump-sum (cf. Section 4.)**

The amount of the withdrawal lump-sum depends on the service chosen. Please further consider: if you have put a number of services with individual prices together (e.g. flight and round trip), the cancellation fees are to be determined for them individually and subsequently added up.

### **18.1 Travel packages and group tours / Pre tour Lisbon**

* more than 90 days prior to departure	25 %
* 89 - 30 days prior to departure	50%
* 29 - 15 days prior to departure	85%
* 14 - 08 days prior to departure	95%
* 07 days or less prior to departure	100%

### **18.2 Lisbon Marathon My Story Tejo hotel only 09.10.-12.10.2020**

* more than 90 days prior to departure	20 %
* 89 - 60 days prior to departure	30%
* 59 - 30 days prior to departure	40%
* 29 - 10 days prior to departure	60%

* 09 - 06 days prior to departure	80%
* 05 days or less prior to departure	100%

If the journey is resold (substitute participant), only a processing fee of EUR 50 is charged. If the journey cannot be resold, the amounts credited by the service providers shall be reimbursed. If we have booked flights at special terms by your request, the airlines' T&C shall apply. Please consider the fact that all the flight times stated (journey confirmation and catalogue description) are prospective flight times on which the travel company has no influence.

### 18.3 Entrance tickets

The withdrawal lump-sum amounts to 100 % of the value of the ticket. Exchanging entrance tickets is not possible in general.

### Note

Status December 2019

## Legal Tour Operator



Branch of lth - link to hotel AG Bürglistrasse 8, CH-8002 Zürich Handelsregistereintragung: CH – 020.3.026.492-1  
 (Handelsregisteramt, Kanton Zürich/Schweiz)  
 Geschäftsführer: Markus Zahn, Pascal Zahn

### WELCOME AT OLIMAR ...

