

The tour operator's General Terms & Booking Conditions printed on the following pages are part of the travel contract. Variations in individual tour descriptions hold priority. Please read the General Terms & Booking Conditions through carefully.

GENERAL TERMS AND BOOKING CONDITIONS

As of 15.11.2008

Tour operator

Company: Amturus Gilbert Bonifer e.K.
Owner: Mr Gilbert Bonifer
Office: Steinkreuzring 29, D-64331 Weiterstadt (Germany)
Legal Form: Registered one-man-company
Commercial Register: Darmstadt Local Court, HRA 83451
VAT identification number: DE 007 807 33020
Revenue office: D-64283 Darmstadt (Germany)
Venue: D-64331 Weiterstadt (Germany)
Phone: 0049 (0) 6150 59 22 910
Fax: 0049 (0) 6150 59 22 911
E-Mail: info@amturus.com
Web-site: www.amturus.com

1. Registration and confirmation

There is a final registration date for every tour. A registration that reaches the tour operator after the final date of registration can only be taken into account if there are places available on the tour in question. The client enters a binding travel contract with the tour operator on registration. This is based on the description of the tour and the additional information supplied by the tour operator as far as it is available to the client. The tour operator, however, expressly reserves the right to declare changes to the data before conclusion of the contract if these are necessary for objectively legitimate, considerable and unforeseen reasons. The client will be accordingly informed before booking. Service providers (e.g. hotels, transport companies) are not authorised by the travel operator to make arrangements, give information or promises which alter the stipulated contents of the travel contract or exceed the services agreed to in the contract or contradict the description of the tour. Prospectuses on hotels or places which are not issued by the tour operator are not binding for the tour operator and his liability as long as they have not been made part of the tour description or the tour operator's liability by express agreement with the client. The client vouches for all contractual obligations on the part of all fellow travellers for whom he has booked as well as his own inasmuch as he has taken on this responsibility by express and separate declaration. Registration for a tour can only be made in written form. The travel contract materialises on receipt of the acceptance agreement on the part of the tour operator. This does not require a particular form. The tour operator will forward a written confirmation of travel on or directly after conclusion of the travel contract. He is not, however, bound to do this if the client books within less than 7 working days before the tour begins. If the content of the acceptance agreement on the part of the tour operator differs from the content of the booking, this means that a new offer has been submitted to which the tour operator is bound for a period of 10 days. The travel contract is concluded on the basis of this new offer when the client shows his agreement to the tour operator by express declaration, the payment of a deposit or outstanding payment within the required period of commitment, otherwise the contract does not exist.

2. Payment

Tour operators may only demand or accept payments on the price of travel before the end of travelling if the client has been given the certificate of insurance according to § 651 k, paragraph 3 of the German Civil Code. After conclusion of contract, a deposit of 20% of the travel price is due in return for the handing over of the certificate of insurance. The rest of the travel price is to be paid 6 weeks before departure. If the client does not pay the deposit and/or the rest of the travel price by the agreed due payment date, the tour operator is authorised, after issuing a reminder and payment deadline, to cancel the contract and to charge the client cancellation fees as stipulated

in point 5 below.

3. Changes in conditions

Changes of major travel conditions from the agreed contents of the travel contract which are necessary after conclusion of that contract and not made by the tour operator against good faith are only allowed as long as they are not considerable changes and not impair the overall arrangement of the tour. Possible guarantee claims remain untouched if the changed conditions contain faults. The tour operator is obliged to inform the client about major changes immediately after learning the reasons for these changes. In the case of a major change to an essential travel condition, the client is authorised to withdraw from the travel contract free of charge or to claim participation on a tour of at least equivalent quality, should the operator be in a position to offer such a tour from his range without additional charge to the client. The client must claim this right from the tour operator immediately after being informed by him of the changes in conditions.

4. Price changes

The tour operator reserves the right to change prices given and confirmed on booking. A price increase is only admissible if more than 4 months lie between the conclusion of the travel contract and the agreed departure date and the circumstances leading to the increase did not arise before conclusion of the contract and were unforeseeable for the tour operator on conclusion of that contract. The tour operator must immediately inform the client of any subsequent change of travel price. Price increases made from the 20th day on before departure are ineffectual. In the case of price increases of more than 5%, the client is entitled to withdraw from the travel contract without charge or to claim participation on a tour of at least equivalent quality should the tour operator be in a position to offer such a tour from his range without additional charge to the client. The client must claim this right from the tour operator immediately after being informed by him of the price increase.

5. Cancellation by the client before departure and cancellation costs

The client may cancel a tour at any time before departure. The tour operator must receive a written explanation for the cancellation at the address given above. If the client cancels before departure or does not turn up for the tour, the tour operator loses his claim to payment. Instead, the tour operator can claim adequate compensation for the arrangements he has made up to the point of cancellation and his expenditures depending on the respective travel price and provided that the cancellation is not on his part and that it is not a case of force majeure. The tour operator has graded the claim to compensation chronologically, i.e. simplified it in percental proportion depending on

the closeness of the time of cancellation to the departure date agreed on in the travel contract and taken the usually spared expenditures and the usually other possible use of travel services into consideration in this calculation. The claim is calculated as follows according to the time at which the tour operator receives the client's declaration of cancellation:

Cancellation after conclusion of contract to the
90th day before departure 20% of the travel price (deposit)
Cancellation from the
89th to the 60th day before departure 70% of the travel price
Cancellation from the
59th to the 15th day before departure 85% of the travel price
Cancellation from the
14th to the 1st day before departure 95% of the travel price
Cancellation by not turning up 100% of the travel price

6. Substitute participants and booking changes

Any client may be replaced by a third party up until the departure date as long as the tour operator is informed of the change in written form. The tour operator can, however, refuse to accept the substitute if this third party does not meet with the particular requirements of the tour or if their participation conflicts with legal regulations or official directives. If a substitute enters the contract, both the original participant and the substitute shall be liable as joint debtors for the payment of the travel price and for additional costs ensuing from the entrance of a third party.

Changes made to dates of travel, destination, accommodation or means of transport after booking generally incur the same costs to the tour operator as when a client cancels. The travel operator must therefore calculate the costs at the time of a booking change to the same extent as they would have arisen for a cancellation.

7. Travel conditions and services not used by the client

If the client does not make use of individual services duly offered to him for reasons for which he is responsible (e.g. premature return journey or other urgent reasons), he is not entitled to partial refund of the cost of the tour. The tour operator will endeavour to compensate for spared expenses to the service provider. He is released from this obligation if completely negligible conditions are concerned or if compensation conflicts with legal or official directives.

8. Cancellation by the tour operator if the minimum number of participants is not reached

The tour operator can only withdraw from the travel contract in the case of the minimum number of participants not being reached if a minimum number has been pointed out in the description of the tour. In any case, the tour operator is obliged to inform the client immediately

tely after the appearance of the condition under which the tour cannot take place and to immediately send the client the cancellation declaration. Claims on the tour operator for compensation for lost holiday pleasure or similar reasons are excluded.

9. Cancellation by the tour operator for behaviour reasons

The tour operator can cancel the travel contract without keeping to a term if the client continues to cause trouble regardless of a warning on the part of the tour operator or if the client's behaviour is unruly to such an extent that it justifies the immediate cancellation of contract. If the tour operator cancels, he still maintains claim to the travel costs, he must, however, deduct the value of spared expenses as well as the financial advantage taken from the elsewhere use of a service not drawn upon, including payments received from service providers.

10. Cancellation due to force majeure (unusual and unforeseeable circumstances beyond the tour operator's control)

If the tour is considerably impeded, endangered or affected due to force majeure unforeseeable at the time of concluding the contract, both the client and the tour operator can cancel the contract merely by force of this regulation. Regulations according to § 651e paragraph 3, clauses 1 and 2, paragraph 4, clause 1 of the German Civil Code apply in such cases. Both parties bear additional costs for return transport one half each. For the rest, additional costs are to be carried by the client.

11. The tour operator's liability

11.1 Own services

The tour operator is liable within his duty of care as an orderly business partner for:

- Scrupulous preparation of the tour
- Careful choice and supervision of the service providers
- Correctness of the descriptions of all travel services specified
- Orderly carrying out of all travel services agreed upon in the contract

11.2 Vicarious agents

The tour operator is liable for any shortcoming on the part of persons entrusted with rendering services.

12. Clients' obligations

12.1 Notice of defects and reductions

If the tour does not take place as agreed in the contract, the client can claim redress. The client is, however, obliged to make his complaint immediately to the tour agents at the resort. If he fails to do this through fault of his own, the travel price cannot be reduced. This does only not apply if the complaint is obviously unreasonable or unacceptable for other reasons.

12.2 Duty to avert, minimise or mitigate loss or damage

It is the client's duty to avoid incurring loss or damage as far as possible and to keep incurred losses or damages to a minimum. In particular, the client is required to point out any danger of losses or damages to the tour operator.

12.3 Deadline before cancellation

If a tour is considerably impaired as a result of a shortcoming and the tour operator does not put things right within a reasonable deadline, although the client has asked him to do so, the client can cancel the travel contract within the framework of legal regulations. The client then owes the tour operator the part of the travel price covering services which he has used, inasmuch as these services were not altogether worthless.

12.4 Damages

Irrespective of loss or cancellation, the client can claim damages for non-performance unless the loss incurred on the tour is due to circumstances beyond the control of the tour operator.

13. Information on countries and passport, visa, customs, currency and health regulations

The information provided by the tour operator only applies to citizens of the Federal Republic of Germany. Clients who are not citizens of the Federal Republic of Germany or own a foreign passport must often observe different regulations. The client himself must find out about these regulations in good time before departure from the competent embassy or the competent consulate respectively. The client is personally responsible for observing all regulations which concern the

carrying out of a tour. The client accounts for any detriment arising from non-observance of regulations, except if the tour operator has given the client culpable misinformation or incorrect information.

14. Liability limitation

14.1 Contractual liability limitation

The tour operator's contractual liability for any loss or damage suffered, excluding personal injury, is limited to three times the price of the tour provided that the loss or damage is not caused wilfully or through gross negligence or provided that the tour operator is responsible for loss or damage caused to the client solely due to fault on the part of a service provider.

14.2 Tortious liability limitation

The tour operator's tortious liability for loss or damage to property not caused wilfully or through gross negligence is limited to three times the price of the tour. This maximum amount of liability applies per person and tour at any one time.

14.3 Liability for external services

The tour operator is not liable for impairment of performance, loss or damage to persons or property in conjunction with services which are arranged as external services if these services are so clearly defined in the tour description and confirmation of booking that they are obvious to the client as not part of the tour operator's services.

The tour operator, however, is liable for services which include transport of the client from the advertised departure place of the tour to the advertised destination, transport in between during the tour and accommodation during the tour, if and as far as the damage or loss is caused by the tour operator's neglect of his duty concerning advice, information and organisation.

14.4 Breakdown of a vehicle during the tour

Should the client's vehicle break down and not be able to be repaired at short notice, this does not entitle him to withdraw from the travel contract. In this case he is personally responsible for all arising consequences and costs.

15. Exclusion and limitation of claims

Claims from the tour operator due to a tour not being provided according to the contract must be made by the client at the above-mentioned address within a month after the date designated in the contract as the end of the tour. The client may only assert claims after this deadline if he has failed to keep the deadline through no fault of his own. Claims made by the client according to §§651 c-f (German Civil Code) are subject to a limitation period of one year. The limitation period begins on the day on which the tour ends as stipulated in the contract. If there is a suspension on the part of the client and the tour operator concerning claims or the circumstances causing the claims, the expiry of the limitation of claims shall be suspended until the client or the tour operator refuses to continue negotiations. The limitation of actions commences 3 months after the suspension has ended at the earliest.

16. Insurances

16.1 Insolvency insurance

The tour operator has insured the risk of insolvency according to § 651 k of the German Civil Code with Travelsafe GmbH. The client will be sent the insurance certificate, which confirms his direct claim on the insurer in the case of bankruptcy or insolvency, together with the booking documents at the latest.

16.2 Travel insurance abroad

The travel price includes a travel resignation insurance. The travel price does not include additional travel insurance abroad. The tour operator thus urgently recommends every client to arrange for adequate travel insurance abroad coverage himself. All disadvantages and costs resulting from a non-existent or insufficient travel insurance abroad are at the client's expense.

17. Applicable law

The law of the Federal Republic of Germany only is relevant for the contractual relationship between the client and the tour operator. This applies to the whole legal relationship. In cases in which the legal system of the Federal Republic of Germany does not apply to the reasons for a client's claims on the tour operator, it nonetheless applies expressly to their legal consequences, especially concerning the type, extent and amount of the client's claims.

18. Place of jurisdiction

The client may only bring action against the tour operator at his registered office.

The client's place of residence is decisive for actions brought on the part of the tour operator against the client. It is agreed that the place of jurisdiction for action against clients or partners in the travel contract who are business people, judicial persons dealing in public or private law or persons whose domicile or habitual residence is abroad or whose domicile or habitual residence is unknown at the time of filing suit is the travel operator's registered office.

The above regulations do not apply when and as far as something else - in favour of the client - arises from contractual, not obligatory regulations from the international conventions which are to be applied to the travel contract between the client and the tour operator.

19. Data protection

The collection and processing of all personal data is carried out on the basis of the legal data protection regulations of the Federal Republic of Germany. Only personal data necessary for handling a tour will be collected or passed on to contract partners. Transmission of data to public agencies only takes place within the framework of valid law.

20. Changes to general terms & booking conditions

The tour operator reserves the right to change or renew his general booking conditions with future effect at any time without any duty of notification towards the client. The currently relevant version of the general booking conditions at any one time will be published on the tour operator's website.

21. Invalidity of individual regulations.

All former publications on identical travel destinations, dates, prices and services lose their validity with the publication of new travel offers. The tour operator is not liable for printing, calculation or translation errors. All specifications are made subject to legal and official approval. The invalidity of individual regulations in the general booking conditions does not lead to the invalidity of all the general booking conditions or of the travel contract. The invalid regulation will be replaced by wording which most resembles it in a legally effective form. In addition, the legal regulations concerning travel contracts in the German Civil Code (§§ 651 a ff. BGB) particularly apply.