

GENERAL TERMS & CONDITIONS

1. Conclusion of Contract

With the submission of our offer without obligation, we are requesting Consumers to submit an offer for Contract conclusion. The Contract is created by our acceptance (in the form of a tour confirmation).

2. Payment

- a) On receipt of the tour confirmation, a downpayment of 10 % of the tour price becomes due. The balance must be credited to our account at the latest 31 days before the start of the tour. Both conditions apply only if a risk coverage certificate (Sec. 651 k Subsec. 3 BGB) was issued by welcome Berlin tours. Risk coverage certificates are issued only to Consumers; they are not issued to Tour Operators acting as tour organizers.
- b) Payments must be made to welcome berlin tours or a travel agency authorized for collection. Payments can be made by remittance or cheque.

3. Service

The scope of performance owed by welcome berlin tours is described in the travel literature except if agreements to the contrary have been made.

4. Changes to Services and Prices Before Commencement of Travel

- a) We explicitly reserve the right to revise details in travel literature prior to contract conclusion which will be duly informed to the Consumer prior to booking.
- b) If we learn before commencement of the tour that individual tour services cannot be supplied as per the Contract, we are entitled to a revision of our performance if we are able to offer an equivalent and reasonable substitute.
- c) welcome berlin tours reserves the right to revise quoted prices confirmed in a booking in the event of an increase in fares or charges for particular services, like harbour or airport taxes or fluctuations in the foreign exchange rates for particular tours to the extent in which the increase per person or per seat impacts on the tour cost provided that a period of more than 4 months lies between contract conclusion and the agreed tour date. In the event of a subsequent revision of the tour cost or a change to a major tour service, the Tour Operator must inform the Consumer promptly but not later than 21 days before the start of the tour. Price increases after this date are not permitted. With a price increase of more than 5 % or in the event of a substantial change to a major tour service, the Consumer is entitled to withdraw from the Contract without charge or to demand the supply of a tour of at least equivalent value if the Tour Operator is able to offer such a tour without additional cost to the Consumer. The Consumer must avail himself of these rights immediately after the declaration of the Tour Operator on the price increase or change to the tour service

5. Withdrawal

- a) The Consumer is entitled to withdraw from the tour before the date of departure. We recommend

such a declaration be given issued in writing. In the event of a withdrawal, welcome berlin tours is entitled to claim compensation at its option either by the following flat rates (as per Sec. 651 i Subsec. 3 BGB) or by submitting an accurate computation (as per Sec. 651 i Subsec. 2 BGB). The flat rates per group are:
Up to 35 days before the start of the tour € 150,
from the 34 th to the 22 nd day 20 %,
from the 21 st to the 11 th day 25 %
and as of the 10 th day 80 % of the tour price.

These clauses shall also apply if individual Consumers withdraw from a tour group or fail to join without notice. The Consumer is entitled to prove that no damage or a lesser damage has occurred. If explicit reference to a minimum number of Consumers is made in the tour literature and tour confirmation, welcome berlin tours is entitled to withdraw from the Contract up to 2 weeks prior thereto if the minimum number of participants is not reached.

6. Guarantee

a) Remedy

If a tour is not contractually supplied, Consumers are entitled to a remedy. Welcome berlin tours may deny the remedy if this requires a disproportionate expense. Welcome berlin tours may also provide a remedy by supplying a supplementary performance of equivalent value.

b) Reduction of Tour Price

For the duration of a non-contractual supply of a tour, the Consumer may demand a correspondingly lower tour price (reduction). The reduction does not apply if the Consumer has culpably failed to report the complaint. A complaint must be promptly reported to the local Tour Operator. If there is none or is the latter is not reachable, the complaint may be reported to welcome berlin tours GmbH under telephone no. 030- 4433930.

c) Termination of Contract

If a tour is substantially affected due to a deficiency and if welcome berlin tours fails to supply a remedy within an adequate period set by the Consumer, the Consumer may terminate the Contract under applicable statutory provisions. The same applies if the tour is cannot be considered reasonable for the Consumer due to deficiency for an important reason also perceived by welcome berlin tours. Setting a limit date for a remedy is not necessary if a remedy is impossible or is denied by the Tour Operator or if the immediate termination of the Contract is justified due to the particular circumstances of the Consumer.

d) Compensation

The Consumer may demand compensation for non-performance irrespective of a reduction or termination except if the deficiency is attributable to circumstances beyond the control of the Tour Operator.

7. Filing of Claims

A claim asserted by a Consumer against welcome berlin tours under the Contract or on account of an

unauthorized act must be filed with welcome berlin tours GmbH, Neue Bahnhofstraße 9-10, 10245 Berlin within one month after the scheduled end of the tour.

Contractual claims arising out of the Contract lapse within 2 years. The limitation period begins on the day of the contractual termination of the tour and is suspended by the assertion of the claim until welcome berlin tours denies the claim.

8. Limitation of Liability

a) The contractual liability of the Tour Operator for damages other than physical injury is limited to 3 times the tour price provided that the damage to the Consumer was not caused by premeditation or gross negligence or if and when the Tour Operator is responsible for the damage to the Consumer solely on account of a failure attributable to the Service Provider.

b) A compensation claim against the Tour Operator is restricted or excluded if under international conventions or legal regulations which apply to the services to be provided by the Provider, a claim for compensation against the Tour Operator can be created or asserted only under certain conditions or restrictions, or is excluded under certain conditions.

c) If the Tour Operator fills the position of a contractual air freight forwarder, the liability shall be a function of the provisions of the Air Traffic Act in connection with the international conventions of Warsaw, Den Haag, Guadalajara and Montreal (only for flights to the USA and Canada). As a rule, these conventions restrict the liability of the air freight forwarder for death or injury as well as for loss and damage of luggage. If in other cases the Tour Operator is the Service Provider, he shall be liable under the provisions currently applicable to him.

d) For all compensation claims of the Consumer against welcome berlin tours for unlawful acts, which do not result from premeditation or gross negligence, welcome berlin tours is liable for property damage up to € 4,100. If the tour price exceeds three times this amount, the liability for property damage shall be limited to three times the tour cost. The maximum liability amounts apply per tour and per Consumer. In this connection, Consumers are advised to conclude luggage insurance in their own best interest.

e) welcome berlin tours is not liable for failures in connection with third-party services for which it has merely acted as a broker (sports events, theatre visits, exhibitions etc.) and which are explicitly described as third-party services in the tour literature.

9. Place of Jurisdiction

The place of jurisdiction involving agreements with incorporated entities or public-law bodies is Berlin.

10. Invalidity of Particular Clauses

The invalidity of individual clauses of the Agreement shall not affect the validity of the Agreement as a whole.