

General Business Conditions as of 01.10.2014

Recital clause

The following conditions of use are valid for all clients who engage the services of the company PRACTIGO. Please read the conditions of use carefully before signing the contract.

1. Parties to the contract

- 1.1. The parties to this contract are you as the client (hereinafter client) and the company PRACTIGO GMBH (hereinafter PRACTIGO) based in Bremen /Germany and legally represented by the Company Manager Oliver Schneider BComm and Tobias Kling BComm, Neidenburger Straße, 28207 Bremen.
- 1.2. Parties to the contracts drawn up with PRACTIGO acting as an agent (e.g. insurance, tickets and airfares) are exclusively the client and PRACTIGO's acting service providers.

2. Booking the trip

- 2.1. Upon receiving the client's binding application (by telephone, in writing, by e-mail or internet), the client shall receive confirmation of their application, leading to the drawing up of the contract. In the case of applications from minors, consent from parents or guardians is required.
- 2.2. Should the client's booking be made less than 7 working days before the trip is due to commence, PRACTIGO are also entitled to notify them of the binding booking confirmation by telephone, in writing or by e-mail.
- 2.3. In the case of online bookings, the client's acceptance of the General Business Conditions shall suffice. Acceptance is acknowledged by clicking on the checkbox and sending the online form. The order may only be completed if the checkbox has been activated.
- 2.4. A registration fee is due at the time of booking to cover organisational activities such as phone calls, expenditures, fees etc. In the event of cancellation the registration fee is non-refundable.

3. Conditions of payment

- 3.1. Upon receipt of written confirmation of registration, a payment amounting to 10% of the total price is to be paid, where necessary, in addition to the trip cancellation insurance fee. Said payment shall count towards the total price. Upon receipt of payment, you will be sent all of the travel documents containing the necessary information by e-mail or post.
- 3.2. The fees must be paid in full 4 weeks before the programme is due to begin. In the event of applications that are still accepted by PRACTIGO less than 30 days before the programme start date, the remaining amount is to be paid within 14 days of signing the contract, however, no later than one week before the programme is due to start.
- 3.3. The payments made by the client towards the total cost of the trip are insured against insolvency in accordance with Section 651k of the German Civil Code.
- 3.4. Should the client not make the payments in accordance with the agreed payment dates, following a reminder establishing said dates, PRACTIGO are entitled to withdraw from the contract and charge the client a cancellation fee as set out under point 6.2.

4. Changes in prices:

- 4.1. Should exchange rates, transportation costs or the fees for particular services such as port or airport charges change after the price of a trip has been published, PRACTIGO can alter the price of the trip before signing the contract, meaning that said trip may become cheaper or more expensive. The charges listed in the PRACTIGO brochure are binding. However, PRACTIGO expressly reserve the right to explain any change in the details in the brochure, of which the client will be informed prior to booking.

5. Cancellation by the client before the trip / Cancellation fees

- 5.1. The client may decide not to take the trip before it starts. PRACTIGO must be notified of said withdrawal at the address given herein. It is recommended that the client carry out said withdrawal in writing. Receipt of said notification is decisive in determining the exact time of withdrawal.
- 5.2. Should the client withdraw prior to the trip or should they not take the trip, PRACTIGO shall lose their claim to the cost of the trip. In its place, provided that said withdrawal was not caused by the company, nor was it a case of force majeure, PRACTIGO may request a determined amount of compensation for the arrangements made prior to the trip and their expenses, which is dependent on the cost of the corresponding trip (Percentages are related to the total price of the programme): **25% up to 30 days before the start of the programme, 30% from 29 to 22 days before the start, 40% from 21 to 15 days before the start, 65% from 14 to 7 days before the start, 70% from 6 days to 1 day before the start, 80% on the day the programme starts or in the event that the client does not attend.**
- 5.3. In any event, the client is at liberty to demonstrate to PRACTIGO that PRACTIGO have not experienced any losses or the losses experienced are considerably lower than the rates claimed.
- 5.4. PRACTIGO reserve the right to demand a higher, specific amount of compensation instead of the existing rates, as long as they can prove that considerably higher expenses than the corresponding rates have been generated. In this case, PRACTIGO undertake to give exact numbers and to document the compensation being claimed, taking into account the expenditure saved and any other use of the travel services that may have arisen.
- 5.5. It is recommended that the client take out trip cancellation insurance, as well as insurance to cover repatriation costs in the event of an accident or illness.

6. Modified bookings

- 6.1. The client loses his claim to modify any booking regarding travel dates, destination, place of arrival, accommodation or the means of transport, once the contract has been signed. However, should a change of booking be possible and the client's wishes be taken into account, up to thirty days before starting the programme, PRACTIGO is entitled to charge a fee for modified bookings amounting to €30 per modification.
- 6.2. Any later requests from the client to modify a booking, may, where said modification is possible, only be carried out following withdrawal from the contract in accordance with section 6, under the conditions of a simultaneous new application. This does not apply in the event of requests for modifications which only generate low costs.

7. Cancellation by PRACTIGO

- 7.1. PRACTIGO are entitled to cancel the contract in the event of default in payment or failure to fulfil the conditions of the contract. This particularly includes considerable breaches of the "PRACTIGO rules", which are presented to the client in the form of an information sheet and form part of the contract. In the event of a withdrawal following prior notice, PRACTIGO are entitled to exclude the client from the programme without refunding the cost of the trip.
- 7.2. **Language course:** It is particularly considered to be a failure to comply with the contract whereby the client fails to follow the instructions given or whereby they are refused entry to the host country.
- 7.3. **Stay abroad (Internship/Work & Travel/Volunteer Work/Hotel Work etc.):** It is considered to be a serious default against the contract whereby the client fails to follow the instructions given by PRACTIGO, whereby they do not carry out their internship without good cause, whereby they contact the company for which PRACTIGO act as a mediator directly in order to carry out the internship without using PRACTIGO's services, whereby they have not taken out the insurance required or whereby their entry to the host country is denied.

8. Client's obligations

- 8.1. In accordance with Section 651d Paragraph 2 of the German Civil Code, the client is obliged to immediately inform their contact person and/or PRACTIGO of any deficiency that may arise at the address given (hotline) and request assistance. The client will be informed about their contact person, availability and contact details upon receipt of the travel documents at the latest.
- 8.2. Claims may also be applicable whereby the client has failed to make a claim through no fault of their own, particularly where by the notice of defects can be acknowledged to be impossible or is deemed infeasible for other reasons.
- 8.3. On-site advisers, agents, partner organisations, apprenticeships and other service providers and their employees are not authorised and are not accredited by PRACTIGO to confirm deficiencies or claims against PRACTIGO.
- 8.4. For reasons regarding data protection, the client pledges to maintain the strictest confidentiality regarding company relationships and the company itself (company procedures, demands for secrecy), including from PRACTIGO.
- 8.5. The client undertakes to follow the instructions given in the framework of the internship, to obey the company rules and accident prevention guidelines, to handle equipment, devices and other facilities, materials and products with due care, to adhere to the agreed working hours and to preserve the interests of the company where the placement is carried out. The company is immediately to be informed in the event of any absence (e.g. in the event of inability to work due to illness, etc.).
- 8.6. All clients undertake, within the scope of their duties on their internship, to take out and provide proof of valid international health insurance, accident insurance and third party insurance for the duration of the planned stay abroad. Upon booking a language course abroad, it is recommended that the abovementioned insurance be taken out.

9. Services under the contract

- 9.1. PRACTIGO's services under the contract are defined in accordance with the trip description in connection with the booking confirmation and in accordance with all details (PRACTIGO rules) and explanations regarding the trip, as long as said details and explanations are presented or known to the client upon booking.
- 9.2. During their stay, the client will be advised by PRACTIGO or their partner companies. The latter are entitled to present the client with instructions regarding the programme.
- 9.3. **Language courses:** Should the minimum number of participants for a language course not be reached, classes to the same value, e.g. private classes will be given. Due to the reduced number of participants, the total number of hours may be reduced as a consequence of the higher intensity of the course. The language school will present the participants of the language course with a certificate once the programme has been completed and whereby the client has completed at least 90% of the course.
- 9.4. **Stay abroad (Internship/Work & Travel/Volunteer Work/Hotel Work etc.):** For internships abroad PRACTIGO generally issue provisional confirmation. The company named is not necessarily the definitive one. A request to be allocated to a specific area of work is not binding, said areas can change. PRACTIGO are entitled to allocate a different area of work.

- 9.5. To ensure successful participation in the programme (Internship/Work & Travel/Volunteer Work/Hotel Work), a good basic knowledge of languages is indispensable and may be tested by the partner company. PRACTIGO are not obliged to assess the language skills of the client. Should the client require a certificate from the programme, they are to request it themselves from the company before the programme ends.
- 10. Services which are not called upon**
- 10.1. Should the client fail to use any of the services which are offered to them according to specifications, for reasons which are attributed to the client themselves (e.g. due to an early return or other urgent matters), they shall have no right to claim a partial refund of the price of the trip.
- 11. Information on the identity of airlines**
- 11.1. PRACTIGO shall inform the client in accordance with EU regulations on the briefing of flight passengers about the identity of the airline before or at the latest upon booking and about all of the flight services within the scope of the trip booked.
- 11.2. Should the airline or airlines to be used not have been established upon booking, PRACTIGO undertake to inform the client of the airline or airlines, which is or are likely to provide the flight. As soon as PRACTIGO know which airline is to provide the flight, they will inform the client.
- 11.3. Should the airline given be changed, PRACTIGO will inform the client of the change without delay, as quickly as is possible and by the appropriate means.
- 11.4. Notification of the airline within the framework of PRACTIGO's obligations regarding information, does not constitute any contractual claim to the performance of the flight by the named airline(s), as long as such a claim does not arise from a contractual or legal duty to perform a service on the part of PRACTIGO. As long as this is agreed in a reliable manner under the contract, PRACTIGO expressly reserve the right to change airlines.
- 11.5. The client's claims in accordance with the specifications mentioned in point 11.1., arising from other applicable EC regulations or other contractual or legal rights, shall remain unaffected by PRACTIGO's stipulations and information regarding a change of airline, as set out above.
- 11.6. The "Black List" published in accordance with EC regulations (airlines who are forbidden to use member state airspace), can be seen on the website at http://ec.europa.eu/transport/air-ban/list_de.htm as well as in PRACTIGO's offices.
- 12. Passport, visa and health regulations**
- 12.1. PRACTIGO will inform members from states in the European Community in which the trip is offered, about passport, visa and health requirements before signing the contract, as well as informing them about any changes that may arise before the trip starts. Here, it will be presumed that no special circumstances apply to the client (e.g. double nationality, statelessness). The corresponding consulate will give information to members of other states.
- 12.2. The client is responsible for obtaining and carrying the necessary travel documents, as well as any vaccines that may be required, and for obeying customs and currency regulations. Any losses which may come about due to failure to comply with said regulations, e.g. payment of cancellation costs, are at the client's expense. This does not apply in the event that PRACTIGO has failed to inform them, or has informed them insufficiently or wrongly.
- 12.3. PRACTIGO shall not be made liable for the timely issuing and acquisition of necessary visas from the corresponding embassy if the client has assigned the application to PRACTIGO, unless PRACTIGO should be found responsible for failing to fulfil their own duties.
- 13. Limitation of liability**
- 13.1. PRACTIGO's contractual liability for damages, which are not physical injuries, is limited to three times the cost of the trip, insofar as a) damages to the client were neither caused deliberately nor due to gross negligence or b) PRACTIGO are solely responsible for damages suffered by the client due to a default caused by a service provider.
- 13.2. PRACTIGO's tortious liability for material damage, which was neither caused intentionally nor due to gross negligence, is limited to three times the cost of the trip. This maximum amount of liability applies per person and per trip.
- 13.3. PRACTIGO shall not be held liable for impairments of performance, personal injury or material damage in connection with services which were merely arranged as subcontracted services (e.g. excursions, events etc.), whereby said services were clearly so expressly described in the trip description with the booking confirmation and under the instructions of the represented contractual parties as subcontracted services and the services provided on behalf of the client recognisably do not form part of PRACTIGO's travel services.
- 13.4. PRACTIGO is not liable for any travel arrangements, fulfillment of university registration, related deadlines or fulfillment of internship requirements or recognition thereof by any other body. The sole responsibility lies with the customer.
- 14. Exemption of claims and prescription**
- 14.1. Claims related to the supply of a service during the trip which do not comply with the contract must be made in writing by the client within a month (Section 651g of the German Civil Code) after the foreseen end date of the trip, as stated in the contract, in order to be valid. The claim may only be made via PRACTIGO at the given address and within the stipulated time period.
- 14.2. Once the time period has lapsed, the client may only make valid claims, if they have been obstructed in adhering to the deadlines through no fault of their own.
- 14.3. All claims made by the client in accordance with Sections 651c to 651f of the German Civil Code resulting from damages caused to a life, body or health, which have been caused due to an intentional or negligent breach of duty on the part of PRACTIGO, or one of their legal representatives or assistants, prescribe within a period of two years. This also applies to claims for compensation for any other damages caused due to an intentional or negligent breach of duty on the part of PRACTIGO, or one of their legal representatives or assistants.
- 14.4. All remaining claims under Sections 651c to 651f of the German Civil Code prescribe within a period of one year.
- 14.5. The prescription period in accordance with points 14.2. and 14.3. shall begin on the day after the trip is due to end as stipulated in the contract.
- 14.6. Should the negotiations between PRACTIGO and the client regarding the claim or the circumstances caused by the claim be in limbo, the prescription period shall be delayed until the client or PRACTIGO state their desire for the negotiations to be discontinued.
- 15. Data Protection**
- The collection and processing of all personal data is carried out in strict accordance with German data protection laws. Only relevant personal data that is required for the booking of the programme will be collected and forwarded to our partners in order to be able to organise the requested programme. Our partners and employees are obliged to maintain confidentiality regarding personal data.
- 15. Jurisdiction**
- 15.1. Exclusively German law shall apply to the entire legal and contractual relationship between the client and PRACTIGO.
- 15.2. The client may only take PRACTIGO to court in the latter's city of residence.
- 15.3. Insofar as the customer's complaint abroad regarding PRACTIGO's liability is implemented on the merits of non-German law, the related legal consequences, particularly regarding to the form, scope and amount of the client's claim, shall exclusively be governed by German law.
- 15.4. In the event of any complaint made by PRACTIGO regarding the client, the place of residence of the client shall be the place of jurisdiction. In the event of complaints regarding clients, or partners in the contract, who are salespersons, entities of public or private law or individuals, whose present residence or usual place of residence is abroad, or whose present residence or usual place of residence is unknown at the time the complaint is made, PRACTIGO's place of residence shall be set as the place of jurisdiction.
- 15.5. The above stipulations do not apply, if and insofar as a further situation in favour of the client arises from requirements in international agreements that are not obligatory under this contract, from European Union regulations or from stipulations made by the member state to which the client belongs.
- 15.6. The invalidity of a single clause in the contract shall by no means result in the invalidity of the entire contract.

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