

Terms and conditions of PractiGo GmbH

Please read these terms and conditions carefully, because by booking you accept these terms and conditions, which are sent to you prior to booking. They apply to all package tours offered by the tour operator PractiGo GmbH, hereafter the “tour operator”. They complement the statutory provisions of art. 651A - y of the Germany Civil Code (BGB) and the articles 250 and 252 of the EGBGB (Introductory Act to the Civil Code) and complete them. The following terms and conditions of travel apply to all travel bookings from July 1st, 2018.

1. Signing of the travel contract

1.1 By registering for a tour, the client bindingly proposes to enter into a package travel contract with the tour operator. The base of this proposal is the travel description and the additional information provided by the tour operator for the respective tour, in so far as these are available to the client at the time of booking. The package travel contract enters into force upon receipt of the declaration of acceptance of the tour operator. This declaration requires no specific form and is usually provided with the written travel confirmation.

1.2 The client answers for all contractual obligations of travellers for whom they make the booking, as well as for their own, in so far as they assumed these obligations in an explicit and separate declaration.

1.3 Upon or immediately after signing the contract, the client receives a travel confirmation which includes all essential information of the travel services booked by the client. When booking online, the travel contract only comes into being with the written travel confirmation on the part of the tour operator. The electronic confirmation of the access to the travel registration does not constitute an acceptance of the travel contract.

1.4 The travel confirmation must be submitted on paper, otherwise, especially in the case of electronic business correspondence, submission on a permanent electronic medium shall suffice.

1.5 If the confirmation differs from the registration, the tour operator shall be bound to the new offer for 10 days. The contract is signed based on the new offer, in so far as the tour operator has informed the client of the changes with regard to the new offer and has fulfilled their pre-contractual information obligations and the client declares their acceptance to the tour operator within the binding period by means of an expressed declaration or down payment.

1.6 The pre-contractual information provided by the tour operator about essential characteristics of the travel services, the tour price and all additional costs, payment modalities and cancellation fees (in accordance with Art. 250 § 3 No. 1, 3 to 5 and 7 EGBGB) shall be part of the package travel contract, unless expressly agreed otherwise between the parties.

1.7 The travel contract shall be signed with a client of legal age, or, in the case of under-age travellers, their legal guardian or representative and the tour operator.

1.8 The tour operator informs that in accordance with Art. 312 Section 7, 312g Section 2 Phrase 1 No. 9 BGB, there is no revocation right for package travel contracts based on Art. 651a and Art. 651c BGB signed via distance sale (letter, phone, telecopy, E-mail, SMS, radio, teledmedia, online services), merely the legally established rights of withdrawal and cancellation, especially the right of withdrawal in accordance with Art. 651h BGB.

1.9 Preregistrations are registrations for tours that have not yet been advertised. They shall be converted into fixed bookings depending on availability, as soon and in so far as the tour is bookable for the desired travel period.

2. Payment

2.1 As a protection of client deposits, the tour operator has taken out insolvency insurance with R+V Versicherung. The security certificate is included in the travel confirmation. Furthermore, the travel confirmation includes the amounts for down payment and outstanding payment as well as cancellation, if applicable.

2.2 After signing the contract and receiving the security certificate, a down payment of usually 25% of the tour price shall be made for each traveller, which shall be deducted from the tour price. The outstanding payment is payable up to 4 weeks before the tour, if the security certificate has been submitted and the tour takes place as booked. In the case of last-minute bookings (from 30 days before travelling), the full payment is due immediately after receipt of the security certificate. The cost for travel insurance is payable in full along with the down payment.

2.3 The fees in case of cancellation (see clause 4) as well as administrative and modification fees are due immediately, as well.

2.4 If due payments are not made or not made in full, and if you fail to pay even after reminding and establishing a grace period, the tour operator may withdraw from the respective contract, unless there is already a significant travel deficiency at that time. The tour operator may, in the case of withdrawal from the travel contract in the sense of the previous phrase, claim withdrawal fees as compensation in accordance with clauses 4.2 and 4.4. Your right to prove that substantially lower or no costs were incurred remains unaffected.

3. Changes of services or prices

3.1 Before signing the contract, the tour operator may make changes to the service descriptions at any time. Of course, the client shall be informed of these changes before booking.

Terms and conditions of PractiGo GmbH

3.2 Changes of essential travel services with regard to the agreed content of the travel contract, that may be required after the signing of the contract or the start of the tour and have not been caused by the tour operator against good faith, are only permitted if they are not major changes and do not affect the overall design of the booked trip. Possible warranty claims remain unaffected, especially in so far as the changed services prove to be defective.

3.3 The tour operator shall be obliged to inform the client of any changes of services immediately after gaining knowledge of the reason of change by means of a permanent storage medium. If applicable, the tour operator shall offer the client a free rebooking or withdrawal.

3.4 In the case of a substantial change of an essential characteristic of the travel service or a deviation from the special indications of the client that have come to be part of the travel contract, the client has the right, within a period established by the tour operator at the time of communicating the change, to either accept the change, withdraw from the package travel contract free of charge or request the participation in a substitute tour, if they have been offered such a tour by the tour operator. The client may choose to react to the tour operator's communication or not. If they respond to the tour operator, they can either accept the changes to the contract, request participation in a substitute tour, if they have been offered such a tour, or withdraw from the contract free of charge. If the client does not respond to the tour operator, or fails to do so within the established period, the communicated change shall be considered accepted. The client must be informed of this in the declaration in accordance with clause 3.3 in a clear, comprehensible and emphasised way.

3.5 Possible warranty claims remain unaffected, especially in so far as the changed services prove to be defective. If the tour operator incurred lower costs for the provision of the changed tour or the substitute tour of equivalent characteristics, they shall reimburse the client for the difference amount in accordance with Art. 651m Section 2 BGB.

4. Withdrawal of the traveller before the tour/Cancellation fees

4.1. The client may withdraw from the package travel contract before the start of the tour. An explanation for the withdrawal shall be provided to the tour operator. The client is recommended to declare their withdrawal on a permanent medium.

4.2 If the client withdraws before travelling or does not travel, the tour operator loses their claim to the tour price. In its place, the tour operator may request an appropriate compensation, if they are not responsible for the withdrawal and no extraordinary circumstances exist at the destination or its immediate proximities

that would significantly affect the package travel or the transportation of travellers at the place of destination. Circumstances are considered inevitable or extraordinary if they are not subject to the control of the tour operator and if their consequences could not have been avoided, even if all reasonable measures had been taken. The withdrawal fees are established in clause 4.4. They are based on the tour price minus the amount of the expenses saved by the tour operator as well as minus their income generated by alternative use of the travel services. The following fixed amounts furthermore consider the period between the declaration of withdrawal and the start of the tour. The client is free to provide proof that the fees the tour operator is entitled to are considerably lower than the demanded compensation fee.

4.3. The withdrawal fee is also due if the client fails to arrive at the airport or place of departure at the times indicated in the travel documents or if the tour cannot be started due to the absence of travel documents such as passports and visa which are not responsibility of the tour operator.

4.4 The fixed claim to withdrawal fees **per person** in case of cancellation generally amounts to:

- up to 31 days before the start of the tour 25% (but at least 150 EUR)
- up to 30 days before the start of the tour 40%
- up to 24 days before the start of the tour 50%
- up to 17 days before the start of the tour 60%
- up to 10 days before the start of the tour 80%
- up to 3 days before the start of the tour or if the tour is not taken, 90% of the tour price.

4.5 The tour operator reserves the right to claim higher, individually calculated compensations instead of the previously indicated fixed amounts, if they provide proof of having incurred considerably higher expenses than the fixed compensations applicable in each case. In this case, the tour operator is obliged to correctly estimate and document the requested compensation, considering the saved expenses and the possible alternative use of the travel services.

4.6 If the tour operator is obligated to reimburse a part or the totality of the tour price in case of cancellation, they have to make the payment immediately, but in any case no later than 14 days after receipt of the declaration of withdrawal.

4.7 The client's right to provide an alternative traveller within an appropriate period before the start of the tour by means of a declaration on a permanent medium is not affected by this provision. Such declaration shall in any case be considered timely if the tour operator receives it no later than 7 days before the start of the tour.

5. Rebooking/Alternative traveller

5.1 Upon request of the client, the tour operator shall issue a modification of the confirmation (rebooking) up

Terms and conditions of PractiGo GmbH

to 31 days before the start of the tour, if possible. Rebookings are, amongst others, changes of the travel date, the destination, the place of departure, the accommodation or the means of transportation. A separate fee of minimum 50 EUROS per person is charged for this service. Additional costs incurred with service providers (such as airlines) are charged separately. In addition, the following apply: In case of a change of means of transportation, accommodation (except for changes within the same accommodation) or travel date, the tour price for the changed services will be recalculated entirely on base of the prices and conditions applicable at that time. In the case of changes within the same booked accommodation (e.g. changes of the room category, meal plan, ...), the price for the changed services will be re-established in accordance with the prices and conditions the original booking was based on.

5.2 Within an appropriate period before the start of the tour, the client may declare, on a permanent medium, that a third person will assume their rights and obligations from the travel contract. This declaration shall in any case be considered timely if the tour operator receives it no later than seven days before the start of the tour. The tour operator may reject the participation of the third party instead of the client, if the third party does not fulfil the travel requirements established in the contract. If a third party substitutes the registered participant, the tour operator is entitled to charge them the administration fees caused by the participation of an alternative traveller of minimum 50 EUROS. Additional costs incurred with service providers (such as airlines) are charged separately. The tour operator must provide the client with proof of the additional costs incurred by the participation of the third party. The client's right to prove that substantially lower or no costs were incurred with the participation of the third party remains unaffected. The tour price and the costs incurred by the participation of the alternative traveller shall be borne by the client and the alternative traveller jointly and severally.

6. Compensation

6.1 In the case of a travel deficiency, the traveller may, without prejudice to a reduction of the tour price (discount) or a cancellation, demand compensation, unless the deficiency was caused by the traveller or by a third party who is not a service provider nor otherwise involved in the provision of the travel services comprised in the package travel contract and could not have been predicted or avoided by the tour operator or if it was caused by inevitable extraordinary circumstances. They may furthermore demand monetary compensation for leave time taken in vain if the tour was frustrated or considerably impaired.

6.2 The tour operator's liability for damages that are not physical injuries shall be limited to three times the tour price, in so far as the damages to the travellers have not been caused by negligence.

6.3 For all damage claims against the tour operator because of unlawful acts that are not based on intent or gross negligence, the liability for material damages is limited to three times the tour price. These maximum liability amounts apply per person and tour, respectively. Possible additional claims in accordance with the Montreal Protocol or the Air Traffic Act shall remain unaffected by this limitation.

6.4 The tour operator is not liable for service interruptions, personal and material damages in relation to services that have merely been mediated as external services (e.g. excursions, sports events, theatre visits, exhibitions, transport services from and to the advertised places of departure and destination), if these services are expressly and clearly marked as external services, indicating the mediated contractual partner, in such a way that it is clear to the traveller that they are not part of the travel package. The compensation claim against the tour operator is limited or excluded in so far as, according to international treaties or statutory provisions based on them, they may be applicable to the services provided by a service provider, a compensation claim against the service provider can only be made under certain circumstances or limitations or is excluded under certain conditions.

6.5 Each traveller is obligated to contribute to avoiding or controlling possible damages in the case of service interruptions within the limits of the statutory provisions.

6.6 If the traveller unexpectedly has reason for complaint, they must communicate it on the spot and immediately to the tour operator's contact person and request remedy. If the contact person is not available, the traveller must contact the tour operator under the **emergency telephone (24h): +49 421 40 89 77 91** - additional contact information at the bottom of the document.

6.7 The tour operator urgently recommends to report damages or delayed delivery of luggage or goods on flights immediately on the spot, or in any case no later than 7 days after discovering the damage in the case of luggage, 14 days after acceptance in the case of goods, or, in the case of a delay, 21 days after the luggage or goods have been made available to the traveller, by means of a notice of damage (P.I.R) to the responsible airline. Airlines usually reject claims if the notice of damage (P.I.R) has not been filled out. Apart from that, the damage or misdirection of luggage must be reported to the contact person and the tour operator immediately.

7. Withdrawal or cancellation on the part of the tour operator

Terms and conditions of PractiGo GmbH

7.1 The tour operator may cancel the travel contract without notice, if the tour is persistently disturbed by the traveller in spite of a corresponding warning by the tour operator. The same applies if a traveller behaves contrary to the contract to an extent that justifies the immediate resolution of the contract. The tour operator remains entitled to the tour price. Possible additional costs for the return journey are borne by the disturber themselves. However, the tour operator must deduct the amount of saved expenses and advantages obtained by the alternative use of unconsumed services, including possible refunds by service providers.

7.2 The tour operator may withdraw from the tour until up to 5 weeks before the start of the tour (receipt by the traveller), if the minimum number of participants indicated in the service description or the pre-contractual information and confirmation is not reached. Needless to say, the tour operator shall inform you if it becomes evident at an earlier time that the minimum number of participants will not be reached. The declaration of withdrawal will be submitted to the travellers immediately. You shall receive a refund of the paid tour price immediately, but in any case within 14 days after receipt of the declaration of withdrawal.

7.3 The tour operator may withdraw from the contract before the start of the tour, if the fulfilment of the contract is impaired by inevitable, extraordinary circumstances; in this case, they must declare the withdrawal immediately after gaining knowledge of the cause of withdrawal. If the tour operator withdraws from the contract, they are no longer entitled to the agreed tour price.

8. Notice of defects, remedies, reduction and cancellation

8.1 If a travel service is not provided, or not free of deficiencies, the travellers may demand remedy. The tour operator may refuse to provide remedy, if it is impossible or related with disproportionate costs.

8.2 The traveller may demand a reduction of the tour price if the travel services have not been provided free of deficiencies and they did not negligently fail to report the deficiencies immediately (without negligent hesitation).

8.3 If the tour operator is unable to provide remedy because of a negligent failure to report the defects, the traveller can neither claim reductions in accordance with art. 651m nor compensation in accordance with art. 651n.

8.4 If a travel package is severely affected by a travel deficiency and the tour operator fails to provide remedy within an appropriate period, the traveller may cancel the contract. In their own interest and to secure evidence, the written form is recommended. No period for the remedy must be established if the tour

operator refuses to provide remedy or if immediate remedy is required. If the contract is terminated in consequence, the traveller remains entitled to return transportation if the contract included transportation. They only owe the tour operator the percentage of the tour price that corresponds to the consumed services or the services still to be provided to terminate the travel package.

9. Passport, visa, customs, currency and health regulations

9.1 The tour operator will inform the client about general passport and visa requirements.

9.2 The client is responsible for the fulfilment of all necessary requirements for the tour. All disadvantages arising from the failure to fulfil these requirements, especially the payment of withdrawal fees, are borne by the client, unless they have been caused by negligent failure to inform or by misinformation on the part of the tour operator.

10. Limitation, assignment

10.1 Claims of the travellers for travel deficiencies according to Art. 651l Section 3 BGB shall be barred by limitation after 2 years; the limitation period starts on the day the travel package should have ended according to the contract.

10.2 The traveller cannot transfer entire or partial claims against the tour operator to third parties (assignment) without the tour operator's consent. This does not apply between the travellers and their family members or travellers for whom the client assumed obligations in accordance with clause 1.2.

11. Choice of law

The contractual relation between the client and the tour operator is governed by German law. The same applies to the entire legal relationship. If the client takes legal action against the tour operator in another country about the liability of the tour operator and, in principle, the German law is not applied, only the German law shall be applied with regards to the legal consequences, especially with regard to the kind, scope and amount of claims of the client.

12. Court of jurisdiction

12.1 The client may only sue the tour operator at their business residence (Bremen).

12.2 For law suits by the tour operator against the client, the client's residence is decisive. For law suits against clients or contractual partners from the travel contract, the traders, public or private legal persons or people whose habitual residence is in another country or whose residence is not known at the time of filing the suit, the tour operator's residence (Bremen) is established as court of jurisdiction.

Terms and conditions of PractiGo GmbH

12.3 The previous provisions do not apply a) if and insofar as contractually mandatory provisions of international agreements that are applicable to the travel contract between the client and the tour operator prescribe otherwise, to the benefit of the client, or b) if and insofar as there are mandatory provisions in the EU member state the client belongs to, that are applicable to the travel contract and are more beneficial for the client than the following provisions or the corresponding German regulations.

Version: June 2018

Applicable to bookings made from July 1st, 2018.

© Copyright: Kai-Julian Folkerts, lawyer

13. Consumer dispute settlement/OS platform

The European Commission provides a platform for the online settlement of consumer disputes under <https://ec.europa.eu/consumers/odr>. The tour operator currently does not participate in this voluntary procedure for alternative dispute settlement. This is why the OS platform cannot be used by our clients.

14. Air transport / Executing airline / Community list

The tour operator is obligated in accordance with the Regulation (EC) 2111/2005 from the 14th of December 2015 to inform the client at the moment of booking about the identity of the executing airline(s). If the executing airline is not known at the time of booking, the client shall be informed of the identity of the airline(s), that will likely be the executing airline(s). As soon as the final identity is confirmed, the client shall be informed accordingly. In case of a change of the executing airline after the booking, the client shall be informed about the change as soon as possible. The list of airlines subject to an operating ban in the EU ("Community list") can be found under <https://www.lba.de>.

15. General information

The ineffectiveness of single regulations of the travel contract does not result in the ineffectiveness of the entire contract. The same applies to the present terms and conditions. These terms and conditions apply to:

Tour operator:

PractiGo GmbH
Neidenburger Straße 9
28207 Bremen

Managing directors: MBA Oliver Schneider and MBA Tobias Kling
Tax-ID: DE 260255013
Registration court: Local Court of Bremen, HRB 24496

Telephone: +49 421 40 89 77 0
Emergency telephone (24h): +49 421 40 89 77 91
Fax: +49 421 40 89 77 60
E-Mail: info@practigo.com