

General Terms and Conditions

General Terms and Conditions – For travel contracts

The following General Terms and Conditions of DCS-Touristik GmbH Nagel (hereinafter referred to as DCS-Touristik) are the basis of your contractual relationship when you conclude a travel contract. When booking a travel, you accept these general contractual terms and conditions. These General Terms and Conditions are based on a recommendation of the Deutsches Reisebüro and the travel operators association. Please note that any deviations from the respective travel description and the special information in the catalogue have priority and precede these General Terms and Conditions. Please read the following Terms and Conditions carefully. The regulations of §§ 651 ff. German Civil Code (BGB) are complemented by these General Terms and Conditions.

1. Conclusion of the travel contract

When booking a travel, the customer bindingly offers DCS-Touristik the conclusion of a travel contract which is based on the travel description and all supplementing information in the catalogue. The booking can only be made in writing by e-mail or fax. The person making the booking also books for all other persons listed in the booking form and assumes all contractual duties for him and for the persons he booked for if he has assumed a separate duty by express and separate notice. The contract is concluded with its acceptance by DCS-Touristik. This acceptance does not require a special form. At or immediately after the conclusion of the contract the travel operator will send the travel confirmation to the customer. If the content of the travel confirmation deviates from the content of the booking, the travel operator provided a new offer to which he is bound for the duration of 10 days. The contract is concluded on the basis of this new offer if the traveller declares his acceptance to the travel operator within the above-mentioned commitment period.

Travel agents (such as travel agencies) and service providers (such as transportation companies, accommodation providers, etc.) are not entitled to make agreements, give information or make promises which change the agreed content of the travel contract, go beyond the service promised in the contract by DCS-Touristik or contradict the travel description.

Performance descriptions in form of brochures, advertisements or publications as well as websites not published by DCS-Touristik are non-binding for DCS-Touristik if it is not expressly agreed with the customer that they have become subject of the travel description or content of the duty to perform of DCS-Touristik.

2. Payment

Payments on the travel price before termination of the travel can only be made against delivery of a secured payment certificate according to § 651 k par 3 German Civil Code (BGB). After conclusion of the contract, the customer receives the secured payment certificate together with the travel confirmation. As soon as the customer receives the secured payment certificate, he shall pay 20% of the travel price within 10 days to the account of DCS-Touristik. The remaining payment will be due as soon as it is secured that DCS-Touristik will not cancel the travel according to clause 8 of these General Terms and Conditions, 4 weeks prior to the commencement of the travel at the latest. The travel documents will be handed over after full payment of the travel price has been received. If the travel price due is not paid, DCS-Touristik can rescind the concluded contract after unsuccessful reminders with appropriate time limits and/or demand damages. The down payment and the remaining payment will be settled by using direct debiting, i.e. all payments must be exclusively and directly made to DCS-Touristik. The respective amounts are shown in your invoice. In order to directly collect the amount, the travel agency needs your address when you book the travel which will then be forwarded to DCS-Touristik (or, if necessary, the address of the person who receives the documents). Any payments to the travel agency that sells the travel are exclusively made on your own risk and, in particular, do not have the effect of discharging the debt if the travel agency does not forward the payment to DCS-Touristik. If the travel does not last longer than 24 hours, does not include an accommodation and the travel price does not exceed the amount of EUR 75.00, full payment of the travel price can even be demanded if the secured payment certificate has not been delivered. 40% of the total price will become due in case of especially marked top offers as well as selected last-minute or price-reduced specials or budget travels.

3. Services

The service descriptions in the catalogue and the resulting information in the travel confirmation show all services agreed in the contract. The information provided in the catalogue and the resulting information in the travel confirmation are binding for DCS-Touristik. DCS-Touristik expressly reserves the right to announce changes to the catalogue descriptions prior to the conclusion of the contract of which the traveller will, of course, be informed prior to his booking.

4. Booking a train ticket at DCS-Touristik

The tickets are RIT-Tickets that are not issued for a specific train and can be used for all normal trains of the Deutsche Bahn AG including the ICE, EC/IC. They can only be booked in connection with a cruise offered by DCS-Touristik. The offered train tickets have special rates. As far as the train ride is concerned, the conditions of carriage for the transport of people by the companies of Deutsche Bahn AG apply. DCS-Touristik is only the agent selling the services. DCS-Touristik cannot be made liable for possible delays and cancellation of trains.

5. Change of services

DCS-Touristik expressly reserves the right to make changes of the travel schedule, the travel route, the travel duration and the times of departure and arrival if they become necessary due to unforeseeable events and force majeure as described below. Any changes to or deviations from the agreed content of the travel contract of individual travel services such as travel times and/or routes or the agreed programme that become necessary after the conclusion of the contract and have not been caused by bad faith of DCS-Touristik are possible if these changes or deviations do not significantly impair the overall concept of the booked travel. If the travel cannot be executed or can only be executed partly or with delays in case of force majeure such as storm, fog, high or low water level, shipping blockages, not opened or blocked locks, technical defects, damage, breakdowns or interruptions, industrial actions, strikes events as consequence of warlike conflicts and unforeseeable events of force majeure of any kind, the customer cannot claim damages. Furthermore, a claim for damages against the operator is limited or excluded if due to legal regulations, which apply to the services performed by a service provider, claims for damages against service providers are only excluded under certain conditions. Changes to the travel schedule of cruise routes can be necessary due to an extreme low water level or high water level. It can even become necessary to change the ship. In certain cases it can be necessary that the further transportation by train or bus becomes necessary. Such measures can lead to the fact that the travel duration will be shortened. Such necessary measures do not entitle the traveller to cancel the travel or to claim damages. Possible claims for damages shall not be affected if the changed services are rendered with defects. DCS-Touristik is obliged to immediately notify the customer of any service changes or deviations. If necessary, it will offer the customer a rebooking or cancellation, both free of charge. In case of a significant change of an essential travel service, the traveller is entitled to rescind the travel contract free of charge or to demand an at least equivalent travel provided that DCS-Touristik is able to offer such a travel from its range of travels without additional costs for the traveller. The traveller shall assert his rights towards DCS-Touristik immediately after the announcement of changes to the travel services by DCS-Touristik. DCS-Touristik reserves the right to make the following changes if the offered and confirmed prices in the booking confirmation have to be increased due to higher transportation costs or fees for certain services such as port and airport fees or any changes to the exchange rates concerning the booked travel: If the transportation costs existing at conclusion of the travel contract rise, in particular fuel prices, DCS-Touristik can increase the travel price as follows:

1. If the price increase concerns the seat booking, DCS-Touristik can demand the higher price.
2. In all other cases the additional transportation costs charged by the transportation company per transport means will be split according to the number of seats of the agreed transport means. The resulting higher amount can be demanded from the traveller. If the existing port and/or airport fees towards DCS-Touristik are increased after the booking, DCS-Touristik is entitled to increase the travel price accordingly by the proportionate amount. If the exchange rate changes after the booking, the travel price can be increased accordingly as the travel has become more expensive

for DCS-Touristik. An increase of the travel price is only allowed if there is a period of more than 4 months between the conclusion of the contract and the agreed travel date and the reasons that led to the increase were not known before the conclusion of the contract and could not be foreseen by DCS-Touristik. DCS-Touristik shall notify the customer immediately in case of any later change of the travel price. A price increase as from the 20th day prior to the travel date is excluded. If the price increase is higher than 5%, the traveller shall be entitled to rescind the travel contract free of charge or to demand the booking of an at least equivalent travel provided that DCS-Touristik is able to offer the customer such a travel from its range of travels without additional costs. The customer is obliged to assert his above-mentioned rights immediately after the announcement of price increases by DCS-Touristik.

6. Cancellation by the customer, re-bookings, substitute persons

The customer can cancel the travel at any time prior to the travel date. The time the letter of cancellation is received by the travel operator is decisive. It is recommended to cancel the travel in writing. If the customer rescinds the travel contract or does not participate at the travel, DCS-Touristik can demand compensation for the made travel preparations and their expenses. Standard saved expenditures and standard possible alternative use of the travel services are to be considered in the calculation. DCS-Touristik can calculate such lump-sum compensation by taking the following structure into account, which sets compensation according to the length of the period between the cancellation and the contractually agreed travel date as a percentage of the travel price. The traveller has the right to provide evidence to the travel operator that no damage had been caused or that the damage had been significantly lower than the demanded lump-sum. If the customer wishes changes after the booking of a travel for a date that is within the time scope of the travel description regarding the travel date, the travel destination the place of departure, the accommodation or the transportation means (re-booking), DCS-Touristik can charge a re-booking fee per traveller taking the following time limits into account. The costs incurred for re-booking in case of a necessary re-booking correspond to the costs that would incur in case of a cancellation by the customer at this point of time. Thus, the re-booking fees correspond to the cancellation lump-sums at the point of time the customer demands the re-booking. The following cancellation and re-booking lump-sums apply at receipt of the notice at DCS-Touristik:

- 60 days or longer prior to the travel 15 % of the travel price
- 59-45 days prior to the travel 20 % of the travel price
- 44-30 days prior to the travel 30 % of the travel price
- 29-22 days prior to the travel 50 % of the travel price
- 21-15 days prior to the travel 70 % of the travel price
- 14-8 days prior to the travel 80 % of the travel price
- 7-1 days prior to the travel 90 % of the travel price

at the day the travel commences/non-participation 95 % of the travel price.

These cancellation lump-sums also apply to all services booked prior to the travel such as excursion packages, hotels and other additional services. In case of other minor changes in the sense of a re-booking, DCS-Touristik only charges an administration fee of 30.00 EUR. Re-bookings of the customer made after the time limits can, if they are possible, only be made after rescission from the travel contract on the basis of the conditions according to clause 5 and a new booking. This does not apply to re-bookings that only cause minor costs. Until the day of departure the customer can demand that a third party assumes his rights and duties arising from the travel contract. DCS-Touristik may refuse to accept the transfer to a third party if this person does not meet the special travel requirements or his participation is in conflict with legal provisions or official orders. If a third party enters into the contract, he and the customer of DCS-Touristik are jointly and severally liable for the travel price and the additional costs incurred through the entry of the third party. DCS-Touristik reserves the right to charge the customer higher re-booking fees than those stated above if the re-booking fees of the service provider or the airline exceed those of DCS-Touristik. The customer is entitled to demand evidence regarding the differential amount from DCS-Touristik. In case of rescission, DCS-Touristik can demand the actually incurred additional costs from the customer. We recommend to take out a travel cancellation insurance. Thus, it is recommended to take out a travel insurance with Europäische Reiseversicherung.

7. Services not used by the traveller

If the customer does not use certain travel services due to premature return trip or for other compelling reasons, DCS-Touristik will endeavour to obtain reimbursement of saved costs from the service providers. This shall not apply if services are fully irrelevant or if a refund is opposed by legal or official provisions.

8. Rescission and cancellation by the travel operator

DCS-Touristik may rescind the travel contract prior to commencement of travel or cancel the travel contract after commencement of travel in the following cases: Without complying with a term of notice: If the traveller persistently disturbs the execution of the travel despite a warning by DCS-Touristik or if he behaves in a manner that is gravely in breach of contract and justifies the immediate cancellation. If DCS-Touristik cancels the contract, it retains the claim to the travel price. However, it is required to allow credit for the value of saved costs as well as for advantages that may be obtained from another use of services not used, including possible reimbursements from service providers.

Up to 2 weeks prior to commencement of travel: Due to failure to achieve the number of minimum participants as advertised or officially determined if the number of minimum participants is stated in the travel description for the respective travel. In any case DCS-Touristik is obliged to notify the customer immediately after the preconditions for the cancellation of the travel have been determined and to immediately send him the cancellation notice. The paid travel price will be immediately refunded to the customer. If it can already be foreseen at an earlier point of time that the number of minimum participants cannot be achieved, DCS-Touristik shall inform the customer.

Up to 4 weeks prior to commencement of travel: If despite the exploitation of all possibilities the execution of the travel is not possible for DCS-Touristik due to the fact that the bookings for this travel are at low that the incurring costs of DCS-Touristik would entail such an economic loss for this travel that is beyond the limit it can sustain. However, DCS-Touristik has the right to rescind only if it is not responsible for the circumstances that led to the rescission (e.g. no calculation error) and if it can provide evidence for the rescission and if it has offered the customer a comparable alternative travel. If the travel is cancelled due to this reason, the paid travel price shall be refunded to the customer immediately. DCS-Touristik may rescind the travel contract up to 35 days prior to the commencement of the travel if the number of minimum participants of 120 persons as stated in the travel description is not achieved. DCS-Touristik is obliged to notify the traveller immediately after the preconditions for the cancellation of the travel have been fulfilled and to immediately send him the cancellation notice. Any payments already made for this travel will immediately be refunded if the travel is not executed due to this reason.

9. Cancellation of the contract due to extraordinary circumstances

If the travel is hampered or cannot be executed due to force majeure that could not be foreseen at the conclusion of the contract such as storm, fog, high or low water levels, shipping blockages, not open or blocked locks, technical defects, damage, breakdowns or interruptions, industrial actions, strikes or events as consequence of warlike conflicts and unforeseeable events of force majeure of any kind, DCS-Touristik and the customer may rescind the contract. If the contract is cancelled, DCS-Touristik may demand an appropriate compensation for the already provided travel services or for travel services that are necessary to terminate the travel. Furthermore, DCS-Touristik is obliged to take the measures necessary, in particular if the contract includes the return trip, to arrange the return trip for the customer. The additional costs for the return trip are to be borne by the parties equally. Apart from that, any additional costs are to be borne by the customer.

10. Liability of the travel operator

DCS-Touristik shall bear liability in the scope of the due diligence of a prudent businessman for:

1. the careful travel preparation;
2. the careful selection and monitoring of service providers;
3. the correctness of the description of all stated travel services in the catalogues provided that DCS-Touristik has not announced a change of the descriptions in the catalogue prior to the conclusion of the contract according to clause 3;
4. the proper provision of the agreed travel services. DCS-Touristik is liable for faults caused by the person entrusted with the service provision.

11. Warranty

Remedy: If the travel is not executed according to the contract, the traveller may demand a remedy. DCS-Touristik can refuse the remedy if this requires inappropriate expenses. DCS-Touristik can also provide a remedy by offering an equivalent service. Reduction of the travel price: For the duration of a non-contractual execution of the travel, the customer can demand a corresponding reduction of the travel price (reduction). The travel price shall be reduced in the proportion of the value of the defect-free travel to the real value of the travel it would have had at the date of sale. The reduction cannot be demanded if the traveller culpably neglects to report the deficiencies.

Cancellation of the contract: If a travel is significantly impaired as consequence of a deficiency and DCS-Touristik does not provide a remedy within an appropriate time limit, the customer can cancel the travel contract in the scope of the legal provisions. He shall cancel the travel contract in writing - in his own interest and for reasons of evidence. The same applies if, as consequence of a defect, the customer cannot be expected to make the travel for good cause that is recognizable for DCS-Touristik. A time limit for a remedy is not required only if the remedy is impossible or if it is refused by DCS-Touristik or if the immediate cancellation of the contract is justified by a special interest of the customer. The customer shall pay DCS-Touristik for the proportion of the travel price made up by services already provided if these services were of interest to him. Irrespective of the reduction or cancellation, the customer can claim damages for non-performance unless the defect of the travel is based on circumstances DCS-Touristik is not responsible for.

12. Restriction of liability

The contractual liability of DCS-Touristik for damage which is not damage resulting from injury to life, the body or health, which is based on negligent breach of duty of DCS-Touristik or willful or negligent breach of duty of a legal representative or performing agent and other damage based on grossly negligent breach of duty of DCS-Touristik or on willfully and grossly negligent breach of duty of a legal representative or performing agent of DCS-Touristik is limited to an amount that is three times higher than the travel price. 1. If the damage the customer suffered is neither caused willfully nor grossly negligent or 2. if DCS-Touristik is solely responsible for damage the customer suffered that is caused by the fault of a service provider. For all tort claims against DCS-Touristik that are not based on intent or gross negligence, DCS-Touristik shall be liable for material damage up to EUR 4.100,-; if the threefold travel price exceeds this sum, the liability for material damage is limited to the threefold travel price. These maximum liability sums apply to each customer and agent. If transportation by public transport is provided in the scope of a travel or in addition to it and a corresponding ticket is issued and this is expressly stated by DCS-Touristik in its travel description, DCS-Touristik shall not be liable in this case for the provision of the transportation service. A possible liability is regulated in the transport provisions of the company that provides the transportation service. DCS-Touristik shall also not be liable for defective performance in connection with other external services for which DCS-Touristik only acts as agent (e.g. concerts, sports events, theatre plays, excursions, etc.). These services must also be marked as external services in the travel description. A claim for damages against DCS-Touristik is limited or excluded if due to international agreements or legal provisions based on such agreements, which have to be applied to the services rendered by a service provider, a claim for damages against the service provider can only be made under certain conditions or limitations or is excluded under certain conditions. If DCS-Touristik acts as contractual ship-owner for cruises, the liability is regulated according to the provisions of the Code of Commercial Law and the Inland Navigation Act. DCS-Touristik is liable according to the legal provisions for all claims which are not covered by the above-mentioned liability limitation and which are based on willfully or grossly negligent breach of contract as well as fraud on part of DCS-Touristik, its legal representatives or performing agents. In this case, however, the compensation for damage shall be limited to the foreseeable, typically occurring damage if DCS-Touristik, its legal representatives or performing agents did not act with intent.

13. Duty to cooperate

The customer is obliged to cooperate in case of defective performance in the scope of the legal provisions, to avoid possible damage or to keep damage to a minimum. In particular, the customer is obliged to notify the local travel guide of any complaints immediately. The travel guide is ordered to provide relief if this is possible. Any reduction shall be excluded if the customer culpably neglects to report the defect.

14. Exclusion of claims and limitation period

The customer shall make any claims for non-contractual performance of the travel within one month after the contractually intended termination of the travel towards DCS-Touristik. After expiry of the time limit, the customer can make claims if he was prevented from keeping the deadline through no fault of his own. Any claims of the customer according to §§ 651c to 651f, as well as 651i and 651j German Civil Code (BGB) expire by limitation after one year. Claims arising from liability for damage resulting from injury to life, the body or health which is based on negligent breach of duty of DCS-Touristik or on willfully or negligent breach of duty of a legal representative or performing agent of DCS-Touristik and other damage which is based on grossly negligent breach of duty of DCS-Touristik or willfully or grossly negligent breach of duty of a legal representative or performing agent of DCS-Touristik are excluded. In these cases the legal limitation provisions shall apply. The statute of limitation commences at the day the travel should end according to the contract. If there are negotiations between the customer and DCS-Touristik regarding the claim or the circumstances constituting the claim, the limitation period shall be suspended until the customer or DCS-Touristik refuse the continuation of the negotiations. The statute of limitation commences 3 months after the end of the suspension at the earliest.

15. Passport, visas and health regulations

DCS-Touristik ensures that citizens of the state in which the travel is offered are informed prior to the travel about the regulations concerning the passport, visas and health regulations as well as their possible amendments. Citizens of other states are asked to contact to respective consulate to receive information. DCS-Touristik is not liable for the timely issuance and receipt of necessary visas by the relevant diplomatic representation if the customer has commissioned DCS-Touristik with the procurement of such visas unless DCS-Touristik is responsible for the delay. The customer is responsible for complying with all important provisions relevant for the execution of the travel. The customer is responsible for all disadvantages, in particular the payment of the cancellation costs, resulting from non-adherence to these regulations except they are caused by incorrect information or non-information by DCS-Touristik.

16. Invalidity of individual provisions

The invalidity of individual provisions of the travel contract does not result in the invalidity of the whole contract.

17. Place of jurisdiction

The customer can file a complaint against DCS-Touristik only at the place of business of DCS-Touristik. Complaints of DCS-Touristik against the customer shall be filed at the place of residence of the customer unless the complaint is filed against fully qualified traders or persons who have transferred their place of residence abroad after conclusion of the contract or their place of residence or habitual residence is not known when the complaint is filed. In such cases the place of business of DCS-Touristik is determined.

18. Proviso regarding price changes prior to the conclusion of the contract

The prices stated in this catalogue are binding for the travel operator. The travel operator expressly reserves the right to change the prices prior to the conclusion of the contract, in particular for the following reasons of which the customer will, of course, be informed prior to his booking: a corresponding price adjustment of the price stated in the catalogue in case of an increase of the transportation costs, fees for certain services such as port or airport fees or a change of the relevant exchange rates that concern the respective travel after publication of the catalogue. Furthermore, a price adjustment is also allowed if the package tour the customer wants to book and which is offered in the catalogue is only available if additional touristic services must be bought (allotments) after publication of the catalogue.

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DCS-Touristik GmbH
Schulweg 2 • 95697 Nagel
Phone.: +49 (0) 9236 92-100 • Fax: +49 (0) 9236 92-199
www.dcs-touristik.de • ship@dcs.travel