

TRAVEL TERMS & CONDITIONS

1. CONCLUDING A TRAVEL AGREEMENT

1.1. Your booking allows binding conclusion of the agreement.

1.2. Booking received from the applicant is valid for all other persons listed in the booking for who you are responsible as well as for your own contractual commitments as far as you have explicitly accepted such responsibility.

1.3. The tour participants with their own outfit (low-car and camper) or camping car. This requires a valid safe-conduct pass (at home and abroad) for each participating vehicle. The insurance must include the camper. We expressly wish to point out that for travelling abroad an insurance green card is required. And for travelling in extra-European areas (where the insurance green card is not valid) an extension of the insurance coverage must be requested and evidence of proof is to be offered when entering the respective countries.

1.4. All bookings are accepted according to the date of receipt requiring however, our confirmation in writing. The travel agreement is concluded with our approval (booking confirmation).

1.5. Any booking is carried out by ourselves only. With the booking confirmation you receive a security document according to § 651 k German Civil Code (German Civil Code). With the booking confirmation a down payment can be requested.

1.6. If the contents of the travel confirmation is differing from your booking then we did not accept your application. Our changed offer is valid for 10 days. Without receiving your written confirmation within this period we are entitled to arrange for a different use.

1.7. If you do not receive your travel documents seven days prior to departure, you have to inform us to enable us to send it to you or have it ready for pick-up, always assuming full payment rendered. In case of nonfeaseance we are entitled to demand compensation for possibly resulting damages.

1.8. For long-term advance bookings for tours still not published in a valid catalogue, the particulars from the actually valid catalogue (e.g. tours, dates, services, prices as well as terms of travel and payment) are not binding. In this respect your booking is not binding but optional.

2. TERMS OF PAYMENT

2.1. On receipt of the security document, being sent to you with the booking confirmation, a down payment of 10 per cent of the tour price per person is due and payable. Full payment is due at the latest 55 days prior to departure, i.e. the amount must be received in Hausbay at this date at the latest without another request for payment. With the booking confirmation you receive an invoice with the amount of the down payment and the tour fare. Tour documents are not handed over prior to receiving full payment of the due amount. With default of payment we are entitled to grant a delay for payment. If payment is still not received after this grace period we are entitled to withdraw from the travel contract or claim compensation for default.

2.2. We will conclude for you a travel cancellation and insolvency insurance. Any payment of the travel price prior to finishing the tour can be only carried out when handing over the policy according to article 651 k paragraph 3 German Civil Code (German Civil Code).

2.3. Potential customer balances are due immediately.

3. SERVICES AND PRICES

3.1. Exclusively valid for the contractual obligations are the descriptions and price statements of our programme valid for the tour period.

3.2. Any third-party leaflets (e.g. local hotel leaflets) used for booking, are only informational without warranty for the contents.

3.3. As far as there is no different description of a tour in our catalogue, our prices include the fees for the camping locations during the offered tour.

3.4. The price is to be understood per person and refers to two persons per vehicle.

3.5. The services included in the contract can be taken from the service description. The information in the prospect are binding. We reserve the right however, to change the statements in the pamphlet due to relevant, serious or unforeseen reasons prior to concluding the contract, of course informing the traveller prior to booking.

4. VARIATIONS IN SERVICES AND PRICES

4.1. Individual tour service variations from the contractual agreed contents of the travel agreement becoming necessary after the agreement but before the tour and that were not caused against our good faith, do not cause a deficiency and were not caused by ourselves, are allowed as far as there are no considerable differences and changes and do not affect the entire character of the booked tour. We commit ourselves to immediately inform you on changes or differences concerning the tour. If applicable, we will offer a cancellation or change free of charge. Possible claims remain undamaged as far as the changed services present shortcomings.

4.2. In case of a considerable change of the travel service you are entitled to cancel the tour contract free of charge, or to request participation in at least an equivalent tour, as far as we are in a position to offer such a tour from our offer without any surcharge for you. These rights you have to claim immediately upon receipt of our information of change.

4.3. Any change in price subsequent to concluding the travel contract is only admissible if there is a period of more than 4 months between the agreement and departure. It is furthermore only admissible if this is previewed in the contract stating precise indications for calculating the new price, and thus are in line with an increase of the carriage expenses, the charges for certain services or an exchange rate fluctuation concerning the tour. In case we are informing on an admissible price change exceeding 5% of the tour price, then you are entitled to cancel the travel contract free of charge. The tour is to be cancelled immediately in writing upon receipt of our information. In this case the rights mentioned under

4.4. are applicable on equal terms.

4.5. We are pointing out that many camping sites we are visiting throughout the tour, are not of the same standards you might be

used to in Germany. Although we are always trying to stop at high standard camping sites only, there might be reduced standards in isolated cases concerning standard of hygiene, sanitation/toilets, water quality, power supply, although this does not represent any deficiency.

5. RESCISSION BY THE CUSTOMER

5.1. At any time prior to departure you may rescind from the tour. For reasons of evidence and in your own interest this should be in writing. Decisive is the date we are receiving your rescission, also in case of booking over the telephone.

5.2. When rescinding from a travel agreement we are able to accurately calculate an appropriate compensation or charge to the customer according to the following list.

From booking up to 55 days before the tour departure: 10% of the tour price. From day 54 up to 10 days before the tour departure: 30% of the tour price. From day 10 before the tour departure 75% of the tour price, if you cannot prove lesser damage.

5.3. We have insured you with the Europäische Reiseversicherung AG as part of a group insurance package including a travel cancellation and travel interruption insurance. You will be insured automatically upon booking. The insurance fee is included in the tour price. The insurance cover applies to resignation prior to tour start or if you have to leave the tour for an insured reason. Upon booking you will receive a insurance policy, stating the conditions and further details.

6. UNCLAIMED SERVICES

If the traveller does not claim tour services in full or in part without presence of superior force, impossibility or defective compliance we are entitled to the complete tour price.

7. CANCELLATION OF THE TOUR AGREEMENT

7.1. If due to force major (e.g. war, strike, civil commotion, natural disasters, epidemics etc.) not predictable on conclusion of the agreement, the tour is essentially hampered, endangered or impaired then both parties are entitled to cancel the agreement.

7.2. We have the right to cancel the agreement at any time due to important reasons without any observance of the period of notice if there are circumstances due to which it would be unreasonable to continue the travel agreement subsequent to the consideration of all inconveniences of the individual case and weighing the interests of both contract. One significant reason might be that the tour participant does not meet the beforehand notified special tour requirements, or if the behaviour of the tour participant persistently disturbs or endangers the tour development and does not adjust in spite of a warning. In case of a notice the paid tour price is returned. With respect to the services rendered and observation of point 6 we are entitled to a proportional compensation demand.

7.3. If our catalogue defines a minimum number of participants for a tour and this number is not being achieved, we are entitled to cancel the agreement until 8 weeks prior to the confirmed date of departure. If the tour is not carried out of course, we will give immediate, send the declaration of tour rescission, and immediately reimburse the paid tour price. Further claims are not qualified.

8. WARRANTY

8.1. We are obliged to render the tour with the granted features and without any flaws that will invalidate or downgrade the value or the qualification for ordinary benefit or benefit assumed by the contract. We explicitly grant the following:

- Meticulous tour preparation
- Careful selection and control of the contributors
- The correctness of the description of performance
- The proper performance of the agreed tour service according to the local custom of the respective tour country.

8.2. With insufficient performance of the tour or a tour service according to article 651c German Civil Code, you are entitled to demand remedial measures if the costs for the remedial measures are not in disproportion with the claimed deficiency. In this case we are entitled to reject your demand for remedial measures.

8.3. If we do not render remedial measures within an appointed period of time we declare that remedial measures are not feasible, or if immediate remedial measures are mandatory because of your special interest, then you are allowed

a) to carry out the respective remedial measures rendered necessary by circumstances at our expenses according to article 651c German Civil Code

b) to cancel the tour agreement by written statement according to article 651e German Civil Code, if due to the claimed deficiency the continuation of the tour is no longer reasonable for an important and obvious reason. This is also of validity if the tour is significantly impaired due to the non-compliance of the tour performance. In this case you will have the right for return transportation as far as this was part of the agreement. We will assume possibly incurring excess costs. We are entitled however, to demand compensation for the services already rendered or for the service still required for concluding the tour as far as these services were of interest for you.

8.4. According to article 651d you have the right to demand for an abatement of the tour price for the period of time of the deficiency except in case of wilful default to inform on the deficiency.

9. INDEMNIFICATION, LIMITATION OF LIABILITY

9.1. If the tour deficiency is conditional to reasons in our responsibility, you are entitled to demand indemnification without prejudice to price reduction or notice. In case of frustration or considerable impairment of the tour you also have the right to demand adequate compensation for useless spent holidays.

9.2. Statutory limitation of liability

Our liability is excluded or limited on account of international agreements or statutory provisions thereof (such as e.g. the treaties of Warsaw and Guadalajara) to be applied to the services to be rendered by a provider of services; any claim for damage against the provider of services can be set up under certain conditions or limitations only, or is excluded under certain conditions.

9.3. Contractual limitation of liability

Our tour operator liability is limited to a total of three times the amount of the tour price in case of damages that are not physical damage,

a) as far as we do not maliciously or by gross negligence cause damage to the traveller

b) as far as we are liable for a damage exclusively due to the responsibility of one of the providers.

For any claim, not consisting of bodily harm, set up against the provider due to an unlawful act that is not due to intention or gross negligence we accept liability up to Euro 4,100.-; if the triple tour price is exceeding this amount, then our liability is limited to three times the amount of the tour price. These maximum liability amounts are valid per traveller and tour.

9.4 The tour operator is not liable for default, physical or material damage that arise from externals services (i.e. excursions, sport events, theatre visit, exhibitions) that have been procured if these services have been stated in the tour description and booking confirmation as external services with the name of the broker so that the client can see immediately that these points are not part of the services of the tour operator.

10. OBLIGATION OF CO-OPERATION

With occurring service disturbances the traveller is obliged to cooperate within the outline of statutory provisions (e.g. article 254 German Civil Code), to avoid possible damages or keep them minor. You are especially obliged to immediately inform the tour guide about your complaint. The tour guide is instructed to take remedial measures, as far as possible. On your demand, the local guide has to take note of your individual complaints. The tour guide or agency does not have further authorities and cannot make legally binding declarations. In case a local guide is not available, or is not in the position to eliminate the service disturbance, it is required to inform the provider immediately and in writing, as far as possible. If you negligently do not comply with your information liability you are not entitled to any warranty claim.

11. EXCLUSIONS OF CLAIMS

According to article 651g German Civil Code you have to assert your possible claims for warranty or indemnification (§§ 651 c to 651 f German Civil Code) within one month after the previewed contractual termination of the tour. For reasons of prove, this should be made in writing. After expiration of this period of time, you may only set up a claim if you were prevented from meeting the set date without your own fault. The mentioned claims are time-barred within one year, the term of limitation starts with the day on which the tour should terminate according to the agreement.

12. PASSPORT, VISA, CUSTOMS, FOREIGN EXCHANGE, AND HEALTH REGULATIONS

Meeting the passport, visa, customs, foreign exchange, and health regulations are your own responsibility and you will suffer all consequences (e.g. in case of smuggling). The tour operator will assume the procurement of visas. Your passport has to be valid 6 months after termination of the tour. Without handing over all required documents (passport, passport photograph) until the date we specified, we are entitled to charge you with the additional cost. The participant himself is responsible for meeting the set legal insurance rules.

13. LIMITATION

13.1. Claims of the traveller according to §§ 651 c to f BGB because of the injury of life, body or health resulting from a negligent breach of duty of the guide or a deliberate or negligent breach of duty of a legal or vicarious agent of the tour operator, prescribe within two years. This also applies for claims on the compensation of damages resulting from a grossly negligent breach of duty of the tour operator or from a grossly negligent or deliberate breach of duty of a legal or vicarious agent of the tour operator.

13.2 All other claims according to §§ 651 c to f BGB prescribe within one year.

13.3 The limitation according to 13.1 and 13.2 starts with the day at which the tour should end according to the contractual agreement.

13.4 Are there negotiations between the traveller and the tour operator concerning the claim or the circumstances which constitute the claim, the limitation is stopped until the traveller or tour operator refuses the continuation of the negotiations. The limitation comes into force three months after the end of the stop at the earliest.

14. JURISDICTION

Place of performance is Hausbay. St. Goar is the place of jurisdiction for fully qualified merchants, for persons without general place of residence in the inland, and for persons having changed their residence or usual home to a foreign country subsequent to concluding the contract, or with unknown residence at the point of claim, as well as for passive lawsuits.

15. FINAL PROVISIONS

All details in the catalogue are valid as per date of publication. Changes of services or price compared with those stated in the catalogue are possible until booking confirmation. Verbal agreements are only valid if confirmed in writing by the tour operator.

16. REFERENCE TO BDSG (FEDERAL DATA PROTECTION ACT) AND DATA PROTECTION

All personal data made available by the traveller to the tour operator for the transaction of the tour we are storing and using as far as this is required for the execution of the agreement. According to the Federal Data Protection Act these protected against abuse.

17. SALVATORIAN CLAUSE

If one of the before mentioned terms should be or become invalid, all the other terms will remain valid and do not affect the effectiveness of the travel agreement. The invalid clause will be substituted by the respective statutory provision.

Operator

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