

Terms & Conditions

These terms and conditions of business apply to end users (“customer” or “traveller”) in respect of all trips run by Lernidee Erlebnisreisen GmbH

1. Registration for journeys, booking confirmation

By registering, the Customer bindingly offers to Lernidee Erlebnisreisen GmbH (“Lernidee”) to enter a travel agreement based on the tour advertisement, the details and information in the brochure and these General Travel Terms and Conditions. By Lernidee accepting the offer, which does not require a specific form, the travel agreement is concluded. Lernidee shall notify the Customer of the conclusion of the agreement by providing a written booking confirmation. If the content of the booking confirmation is different from the content of the registration, this constitutes a new offer by Lernidee. The agreement is concluded based on and following the content of this new offer if the Customer accepts it within 10 days by express or conclusive declaration (e.g. by rendering an advance payment). The registering person shall be liable for all obligations under this agreement incumbent upon fellow passengers for whom s/he has made the booking as for his/her own if s/he accepted this obligation by express and specific declaration.

2. Payment, delivery of travel documents

2.1 After receipt of the booking confirmation/invoice and the secured payment certificate, an advance payment to the amount of 20% of the travel price is due. Lernidee must have received the total remaining travel price 21 days prior to start of the journey in full if it is clear that the journey will take place, in particular that it may no longer be cancelled pursuant to 7.1. The time of a payment being credited to Lernidee is decisive for the timeliness of such payment.

2.2 The Customer shall notify Lernidee if s/he does not receive the required travel documents within the period advised by Lernidee or if they contain wrong information.

2.3 If the travel price due is not paid by the Customer despite a reminder and fixing of a reasonable respite, Lernidee may cancel the agreement and charge the Customer with cancellation costs based on 6.1 hereunder.

3. Travel formalities, passport and visa requirements, responsibility of the traveller

3.1 The traveller him-/herself shall bear the responsibility for compliance with all provisions important for execution of the tour such as passport, visa, customs, foreign currency and health provisions. S/He shall bear any detriments arising from non-compliance with these provisions, unless Lernidee culpably did not comply with the duty of notification it is subject to or complied with it only insufficiently. Lernidee shall advise citizens of an EU country the tour is offered in about passport and visa requirements and health regulations (e.g.

vaccinations and doctor certificates required by the police) applicable for the tour and stay. Citizens of any other countries shall be kept informed by the competent consulate.

3.2 The traveller him-/herself shall bear the responsibility for obtaining and carrying the required travel documents and must ensure him-/herself that his/her passport or personal identification card has sufficient validity for the tour. If the Customer commissioned Lernidee to apply for official documents/a visa for him/her, Lernidee shall not be liable for such documents/visa being granted and delivery of required visa by the respective foreign mission in due time unless Lernidee breached its own obligations and is responsible for the delay itself. The Customer shall bear any fees charged by the consulate offices for processing the visa applications. The fees for visa applications may be advised on request.

4. Services, price changes prior to conclusion of an agreement

Type and scope of the service due under the agreement are defined in the program and service description in the brochure in conjunction with the individual booking confirmation for the Customer. Lernidee expressly reserves the right to change the travel price prior to concluding an agreement due to increased transportation costs, the charges for certain services such as harbour dues or airport charges or a change of the currency exchange rate applicable for the respective tour after publication of the brochure. Likewise, Lernidee reserves the right to modify the travel price prior to concluding an agreement if the tour desired by the Customer and offered in the brochure is available only by means of buying additional allotments after publication of the brochure. The Customer shall be notified of the declared changes in due time prior to booking.

5. Changes to services and prices after concluding an agreement, rights of the Customer

5.1 Changes to material travel services becoming necessary after conclusion of the agreement not brought about by Lernidee in breach of good faith may only be allowed if the changes are not material and do not adversely affect the overall design of the booked tour. The Customer shall be notified of significant changes of services immediately upon the reason for the change becoming known.

5.2 Changes to prices after conclusion of the agreement are only admissible in the event of increases of the transportation costs or charges for certain services such as harbour dues or airport charges or a change of the foreign exchange rate applicable for the respective tour occurring retroactively and not foreseeable at the time of conclusion of the agreement to the extent to which such increase would have an effect on the travel price per person or per seat if the term between conclusion of the agreement and the agreed start of the tour is four months or more. If this is the case, the Customer shall be informed immediately. Any price increase demanded as of the 20th day prior to the agreed date of departure shall be invalid.

5.3 In the event of a price increase by more than 5% or a material change of a significant travel service, the Customer is entitled to cancel the agreement free of charge or demand participation in another tour of at least the same value if Lernidee is able to offer such tour

from its range of products without additional charge. The Customer shall assert such rights towards Lernidee immediately after declaration of the changes by it.

6. Cancellation of the Customer prior to start of the journey, compensation for cancellation

6.1 The Customer may cancel the travel agreement until the start of the tour. If s/he cancels the tour, Lernidee may demand reasonable compensation for the preparations for the tour made by it and its expenses. The amount of the compensation shall be based on the travel price with deduction of the expenses usually saved by Lernidee and any amount Lernidee may gain by usually possible alternative use of the travel services. Lernidee may calculate this claim precisely or as a lump sum at its own option. Lernidee may demand a lump sum compensation based on the time of cancellation by the Customer as follows:

- Up to 90 days prior to departure: 20% of total price
- From 89 days to 42 days prior to departure: 45% of total price
- From 41 days to 15 days prior to departure: 80% of total price
- From 14 days prior to departure: 100% of total price

The Customer is always at liberty to prove that Lernidee did not incur any damage at all or only incurred damage to a significantly lower amount than the charged lump sum.

6.2 Lernidee is entitled to claim a higher compensation calculated precisely instead of the respective lump sums if it provides evidence that it incurred significantly higher expenses than the respective applicable lump sum and it is able to precisely quantify the claimed compensation in consideration of the saved expenses and a possible alternative use of the travel services and substantiate it.

6.3. Until the start of the trip, the Customer may demand that a third party enters into the rights and obligations under the agreement in his/her stead. Lernidee may protest the third party's entry in the agreement if such party does not comply with the particular requirements for the trip or if his/her participation conflicts with legal provisions or official orders. In the event of entry into the agreement, the third party and the Customer shall be jointly liable for the travel price and any and all additional costs incurred by entry of the third party in the agreement.

7. Cancellation and termination by the tour operator

7.1 Lernidee may cancel the agreement up to 21 days prior to start of the trip due to the minimum number of participants not being reached if the minimum number of participants was expressly stated and quantified in the brochure and Lernidee stated the date until which the declaration of cancellation must be delivered to the traveller prior to the contractually agreed start of the trip the latest, which was legibly noted in the booking confirmation. If Lernidee cancels the agreement, payments of the Customer made towards the travel price shall be immediately reimbursed to the Customer.

7.2 If the traveller causes repeated trouble despite a corresponding call to order by the tour operator or if s/he acts contrary to the agreement otherwise to such an extent that continuing the contractual relationship with him/her until the agreed completion or expiration of a term of notice cannot reasonably be expected or is contrary to contract otherwise, Lernidee may terminate the travel agreement without observing a period of notice. Lernidee shall keep the claim to the travel price less the value of saved expenses and possible reimbursement by service providers or similar benefits acquired by it through alternative use of the service not utilised. The disruptive person shall bear possible additional expenses for the transport back him-/herself.

8. Force Majeure

If the trip is significantly complicated, endangered or impaired due to force majeure not foreseeable at the time of conclusion of the agreement, both Lernidee and the Customer may terminate the agreement. Legal consequences are based on art. 651 j BGB [German Civil Code], art. 651 e, para. 3, sentence 1 and 2, para. 4, sentence 1 BGB. Pursuant to such provisions, Lernidee may demand reasonable compensation for travel services already rendered or still to be rendered. Lernidee is obliged to take required measures, including but not limited to transport back of the Customer if the agreement included the transport back. Both parties shall bear half of the additional expenses for the transport back. Otherwise the additional expenses shall be borne by the Customer.

9. Obligations of the Customer, remedy, fixing a respite before termination of the Customer

9.1 The traveller shall advise the local tour guide or Lernidee of any occurring defects immediately and demand remedy from them within a reasonable term. Lernidee may deny the remedy if it requires disproportionate effort. Lernidee may provide remedy by rendering an alternative service of equal or higher value.

9.2 If a trip is impaired significantly due to a defect and Lernidee does not provide a remedy within a respite for the remedy to be fixed by the Customer, the Customer may terminate the travel agreement. No respite needs to be fixed prior to termination if remedy is impossible or Lernidee refuses it or if immediate termination of the agreement is justified by a special interest of the Customer.

9.3 The Customer is obliged to assist in avoiding or keeping down possible damages in the event of disruptions of services occurring within the scope of legal provisions on the loss minimisation obligation.

10. Limitation of liability

10.1 Contractual liability of the tour operator for damages which are not bodily injury is limited to triple travel price per trip and Customer if damage of the traveller has not been caused wilfully or grossly negligently or insofar as Lernidee is solely responsible for damage

incurred by the traveller due to fault of a service provider. Lernidee may only be liable to an amount of €4,100 for all claims for damages towards the organiser in tort not due to wilful acts or gross negligence for material damage per Customer and trip; if the triple travel price exceeds such amount, liability for material damage shall be limited to the amount of the triple travel price per trip and Customer. The above limitations of liability shall not apply to claims arising from the Montreal Convention due to loss of luggage.

10.2 Lernidee shall not be liable for disruptions of service, bodily injury and material damage in connection with services only procured as third-party services (e.g. excursions, guided tours, visits to a theatre, sport events, exhibitions, special events, optional offers of local organisers) if such services are expressly identified in the travel offer and booking confirmation, stating the procured contract partner as being third-party services in such a way that the Customer can recognise clearly that they are not part of the trip services by Lernidee. However, Lernidee shall be liable for services comprising the transport of the Customer from the stated place of departure during the trip and accommodation during the trip and in the event if and insofar as a breach of a duty of notification, information or organisation by Lernidee was the cause of the Customer's damage.

11. Exclusion of claims, period of notification, statute of limitation, prohibition of assignment

11.1 The Customer shall assert claims for non-contractual rendering of the trip towards Lernidee within one month as of the contractually provided date of completing the trip. Assertion shall only be deemed made in due time if made towards Lernidee as the tour operator. After expiration of the term, the Customer may only assert any claims if s/he was prevented from complying with the term through no fault of his/her own. Independently of the foregoing, damage to luggage, delayed delivery of luggage or loss of luggage in connection with flights must be advised within 7 days for loss of luggage and within 21 days for delay of luggage after checking in the luggage to assert any claims for damages pursuant to international agreements. Furthermore, loss, damage or misdirection of luggage shall be advised to the local tour guide or Lernidee if the Customer wishes to also assert guarantee claims under the travel agreement.

11.2 Claims of the Customer for material damage and financial losses under the travel agreement pursuant to art. 651 c to 651 f BGB fall under the state of limitation after one year if the Customer's damage may not attributed to wilful or grossly negligent breach of obligations of the tour operator, its legal representative or one of its vicarious agents. The statute of limitation shall commence on the day the trip was supposed to end on pursuant to the agreement. Claims for tort and all claims for compensation for bodily injury are subject to the legally provided statute of limitation.

11.3 Assignment of claims towards the tour operator is excluded. This does not apply to family members.

12. Duty of information on the identity of the operating airline company

Lernidee undertakes to inform the Customer of the identity of the operating airline company executing any and all air transportation services to be rendered within the scope of the booked trip at booking, in compliance with the EU Directive on information of passengers about the identity of the operating airline company. If the operating airline company/companies has/have not been determined at the time of booking, Lernidee is obliged to identify to the Customer the airline company/companies which will presumably execute the flight and shall ensure that the Customer will immediately be notified of the airline company's identity as soon as it has been determined. The same applies to a change of the operating airline company. Lernidee must inform the Customer of the change and immediately take all reasonable measures to ensure that the Customer is informed of the change as quickly as possible. You can download the black list of airline companies on the website

- http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm

13. German law, place of jurisdiction, data protection, final provisions

13.1 The complete contractual and legal relationship between the Customer and Lernidee shall be subject to German law exclusively. Complaints against the tour operator can be filed at its domicile. If the Customer is a merchant or legal entity under private or public law or a person having his/her domicile or permanent dwelling in another country or whose domicile or permanent dwelling is not known at the time of filing the complaint, the domicile of the tour operator shall be deemed agreed as the place of jurisdiction.

13.2 Personal data provided to Lernidee by the Customer are processed and used electronically insofar as required for establishing, executing or completing the agreement with the Customer and Customer service. Lernidee is observing the provisions of the Bundesdatenschutzgesetz [German Data Protection Act] in collecting, processing and using personal data. The Customer may access his/her data, demand information about them and have them changed or deleted at any time. By sending a message to team@lernidee.de, the Customer may object to use or processing of his/her data for promotional purposes, for market or opinion research. Customer data are not disclosed to unauthorised third parties.

13.3 Invalidity of individual provisions of the agreement shall not cause the entirety of the agreement to be invalid.

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