

GENERAL TERMS OF BUSINESS FOR AUGUSTUSTOURS

1. Completion of travel contract

With registration the client offers the completion of the contract with the given and known travel description thus making the contract binding. The registration is possible orally, written or by telephone. Registration is completed by the person registering, who is also liable for all other participants when an extra agreement has been made with the other participants and the person registering. He assures for the other participants through his authorization that they acknowledge the general terms of business. The contract is completed through the acceptance from AugustusTours. The acceptance does not have to be in any particular form. Immediately after registration AugustusTours will hand out confirmation to the client.

If there is any difference between the content of the confirmation and the registration it is therefore a new offer from AugustusTours which they are bound to for a period of 14 days. The contract is completed on the basis of the new offer provided that client accepts the new offer from AugustusTours within the time limit.

2. Payment

Payment of the travel price before the journey may only be demanded with the handing over of the insurance paper § 651k III BGB. After the completion of the travel contract and the handing over of the insurance paper payments will be due four weeks before the start of the journey. Agreements in the travel contract which differ from this arrangement are possible and preferable.

There is no obligation of the handing over of an insurance paper if the journey does not take longer than 24 hours, includes no overnight stay and the travel price is not more than 75 €.

The above mentioned conditions of payment are valid only for travellers according to §§ 651 a ff. BGB. With the conveyance of service to other clients as travellers according to §§ 651 a ff. BGB, the conditions of payments which are agreed upon in the contract are valid.

3. Services

The amount of services which AugustusTours is obliged to give are shown in the description of services at the time of the travel registration and in the statements in the confirmation of booking which refer to the registration. The conditions in the confirmation of order and individual arrangements have priority over these General Terms of Business.

4. Changes of services and price

Changes and deviation to any point from the agreed upon content of the travel contract which become necessary after the completion of the contract and which are not caused against confidence and trust by AugustusTours are only allowed as far as the changes and deviations are not considerable or do not affect the general description of the booked trip. Possible guarantee claims stay unaffected, provided that the changed services have faults. AugustusTours is obliged to inform the client of any changes to service or deviation immediately before the start of the journey. In the case of increasing costs, which occur after the completion of the travel contract, AugustusTours reserves the right to change set, and with the booking, confirmed prices to the exact amount charged to AugustusTours. This is only in the case of an increase in the transport cost or the charges for particular services like port and airport charges or variations in the exchange rate valid for the journey concerned and provided that there is a time period of more than 4 months between the completion of the contract and the agreed start of the journey. In the case of belated changes in the travel price or a change to essential services, AugustusTours is obliged to inform the client immediately, at the latest, however, 21 days before the start of the journey. Price increases are not permitted after this time point. The client has the right to withdraw from the contract without fees in the case of a price increase of more than 5% or in the case of considerable changes in the essential services. However the client has the right to demand the participation in a trip of at least equal value if the company AugustusTours is able to offer such a trip from its range without a

higher price for the client. The client has to claim these rights from AugustusTours immediately after the declaration from the company AugustusTours about the price increase or the changes to the services.

In the case of a belated claim AugustusTours is entitled to offer the client a trip of equal value instead of repayment of the travel price.

5. Client withdrawal through reservation changes or replacement of persons

The client can withdraw from the contract at any time before the start of the journey. The reception of the declaration of withdrawal by AugustusTours is the decisive point. It is recommended that the client declares the withdrawal in written form. If the client withdraws from the contract or does not take part in the journey, AugustusTours can claim compensation for journey precautions and its expenditure. Calculations of the compensation for the expenditure must take into account the saved expenditure and further use of the travel services. Instead of this compensation AugustusTours can claim the compensation in a lump sum for the undertaken precautions and expenditure where proof of a difference between the client and AugustusTours is permitted. The company AugustusTours can include the demand for compensation with consideration towards the following table showing time of withdrawal and the contracted start of the journey in a relationship of a percentage of the travel price:

until 42 days before start of journey:	free
from 41 until 15 days before start of journey:	25% of the total price
from 14 until 8 days before start of journey:	50% of the total price
from 7 until 2 days before start of journey:	80% of the total price
from 1 day before start of journey or no outward journey:	90% of the total price.

In deviation to this, the payment and cancellation conditions in the booking conditions of the individual offers are valid. In journeys where the purchase of travel tickets and entrance tickets as for example the Semperoper or the Sächsische Dampfschiffahrt is included, the price of the bought tickets will be charged to the client because the withdrawal of these services is not guaranteed by these service partners. A withdrawal from the purchase of these tickets is not permitted. In this case AugustusTours will at the request of the client endeavour to resell the tickets. When successful the exact achieved proceeds are taken away from the ticket price.

A withdrawal from the travel contract, with a new registration following, has to be undertaken if at the request of the travellers changes with regard to travel dates, destination, location of journey departure, accommodation, or the transportation method are undertaken after the reception of the booking confirmation. When there are insignificant changes AugustusTours can refrain from the withdrawal charge.

A change of reservation can be carried out with a fee of 25 € pro person up to 42 days before the start of the journey. This amount is a lump sum compensation, which can be proved divergently with regard to particular cases. When there are insignificant changes AugustusTours can refrain from the withdrawal charge. Up until the start of the journey the traveller can demand that a third person takes over his right and duties of the travel contract. The travel organiser can refuse the entry of the third person if this person can not fulfil the travel requirements or if his participation is not permitted by law or an official order.

If a third person enters the contract he and the traveller adhere to the travel organiser as joint debtors of the travel price and the higher costs developed due to the entry of the third person.

If the client does not use the services completely or partly AugustusTours will endeavour to compensate the saved expenditure made from the particular service partner. This duty is not taken into affect if these services are insignificant or if law does not permit the compensation.

6. Withdrawal and cancellation by AugustusTours

AugustusTours can in the following cases withdraw from the travel contract before the start of the journey or cancel the travel contract without adherence to a cancellation deadline after the start of the journey:

- If the client fails to have paid the price of the booked trip within the specified period of time and after a subsequent reasonable payment deadline set by Augustus Tours has also lapsed without payment having been received.
- If the client disturbs the undertaking of the journey in a considerable way without paying attention to a warning from the company AugustusTours or from one of its representatives or if he behaves against the contract to a degree which justifies immediate cancellation.

If the company AugustusTours cancels due to one of the above mentioned reasons, it therefore keeps the claim to the travel price; it must however take into account the value of the saved expenditure as well as those advantages which it gains from other uses of the services which are not used, including the service partners' credited amount. In this case the client is obliged to give proof.

Up until 4 weeks before the start of the journey:

with the non-achievement of the minimum number of participants, if in the description of the journey there is mention of the minimum amount of participants for the particular journey. In all cases AugustusTours is obliged to inform the client immediately after the condition is taken into account for the non-undertaking of the journey and is also obliged to impart declaration of withdrawal. The client receives the paid travel price back immediately. As soon as it should be seen that the minimum amount of participants cannot be achieved, AugustusTours must inform the client.

7. Cancellation of the contract due to extraordinary circumstances

If the trip is made reasonably difficult, endangered, or affected due to acts of god, which are not predictable at the completion of the contract time point, AugustusTours as well as the client can cancel the contract. If the contract is cancelled AugustusTours can claim an appropriate compensation for the services already given or for the travel services needed in order to end the trip. Furthermore AugustusTours is obliged to take the necessary steps, especially if the contract includes the return journey of the client. The extra costs for the return journey are paid by both parties equally. All other extra costs must be paid by the customer.

8. Guarantees

Remedy:

If the trip is not performed contractually the traveller can demand compensation. AugustusTours can refuse remedies if this demands a disproportional effort. The company AugustusTours can give remedy in a way where it performs an equal replacement service.

Reduction of the travel price:

For the period of a non-contractual performance in the trip, the client can demand an appropriate reduction in the travel price. The travel price is reduced in relation to the value of the trip in a state without faults, to the real value at the time of sale. There is no reduction provided that the client does not make a claim on the fault.

Cancellation of the contracts:

If a trip is disturbed due to a fault in a considerable manner and AugustusTours does not give remedy within an appropriate time limit, the client can cancel - in a written declaration in his own interests as well as to save the proof - in accordance to the rules laid down in the travel contract.

The same procedure is valid if the client is not expected to participate in the trip due to a fault which is of importance and noticeable for AugustusTours. It is not necessary to set a time limit for the remedy; only if the remedy is impossible or is refused by AugustusTours or the immediate cancellation of the contract is justified due to an important reason which is on the side of

AugustusTours. The client owes the part of the travel price to AugustusTours from services rendered.

The above mentioned claims have to be claimed from AugustusTours by the client within a month after the contractually intended end of the trip. After expiry of this time limit he can only claim if he has been hindered in not being able to keep the time limit without blame on his side.

9. Liability exemption clause

Claims for damages by the Tourist against AugustusTours arising from the Tourist Travel Agreement which do not concern physical injury are limited to three times the amount of the travel price insofar as the damage incurred by the Tourist has not been caused by intent or by gross negligence or insofar as AugustusTours is solely responsible for the fault of a service provider.

AugustusTours is only liable towards the tourist for other claims for damages, especially for claims arising from tortious acts, if the damage is due to an intentional or a grossly negligent violation of duties by AugustusTours or by one of its legal representatives or vicarious agents. This does not affect the liability of AugustusTours for injuries to the life, the body or the health of the tourist.

10. Participation duty

The client is obliged to act according to the law conditions if there are service disturbances with, if possible, avoidance of damages, keeping damages as low as possible and counteracting damages. The client is especially obliged to immediately report his complaint to the local travel guide or AugustusTours directly.

11. Exclusion of claims and expiry

Customer claims for redress, reductions, cancellation or damages under the terms of §§ 651 c to 651 f BGB expire within the statutory duration set out in § 651 g BGB. Any claims over and above those indicated remain unaffected. This period begins on the last day of the contractual trip end. If the client makes such a claim the expiry date is interrupted until such time AugustusTours that refuses the claims in written form. The exclusion and expiry date are valid for all claims as well as claims due to forbidden actions.

12. Travel cancellation insurance

AugustusTours recommends the client to attain this insurance when booking the trip within the valid insurance conditions.

13. Passport, visa and customs regulations

The client is himself responsible for the adherence to all regulations, which are necessary for the undertaking of the journey. All disadvantages, which occur due to violation against these regulations with intention, negligence or by accident, are the client's responsibility unless they are caused by false or wrong information from AugustusTours. With journeys abroad, the client is obliged to declare nationalities other than that of the German nationality.

14. Ineffectiveness of single regulations

The ineffectiveness of single regulations does not lead to the ineffectiveness of the entire travel contract. AugustusTours reserves the right to change statements in its own travel brochure.

15. Court location

The client can sue the company AugustusTours only where it resides. If AugustusTours sues the client, the living residence of the client is decisive unless the proceedings are directed against business operators or persons who do not have a general court location in inland or against persons who have moved their living residence or usual place of residence abroad or their living residence or usual place of residence is not known at the time of the start of proceedings. In these cases the residence of AugustusTours is decisive.

