

# General Terms of Business for Services Delivered by AugustusTours

## 1. Completion of travel contract

The submission of a booking request by the client represents an offer to complete a binding travel contract in accordance with the given tour description. This offer is made on the basis of travel advertisements and supplementary information published and/or made available by AugustusTours for the respective tour provided such advertisements and information are available to the client. Printed material and internet content pertaining to places or hotels which has not been published by AugustusTours is not binding upon AugustusTours and their obligation to perform unless an explicit agreement with the client makes them a component part of the tour description and AugustusTours' obligation to perform. A booking request can occur in writing, verbally, by telephone, by fax or electronically (email, internet). In the case of electronic bookings (e.g. bookings made using the "I would like to book the tour directly." button on the AugustusTours website), AugustusTours will provide immediate electronic confirmation of the receipt thereof. This confirmation of receipt does not represent an acceptance of the booking request. The person who makes the booking request also does so on behalf of all participants listed in that request, and, provided they have assumed a corresponding, separate obligation by means of an explicit, separate declaration, is responsible for both the contractual obligations of those participants and their own obligations. As a result of their authority they are to also accept the General Terms of Business on behalf of all participants. Contractual completion occurs upon AugustusTours receiving an acceptance from the client. Acceptance is not required to take any specific form. Immediately after booking has occurred AugustusTours will provide the client with a statutory tour confirmation on a permanent data medium (i.e. a data medium that enables the client to store or save the confirmation in an unchanged form that remains accessible to them over an appropriate period of time, e.g. a paper copy or an email) unless the client is not entitled to a paper copy of the tour confirmation as defined in art. 250 § 6 para. (1) clause 2 EGBGB because the contract was concluded in the simultaneous physical presence of both contractual parties or outside of business premises. If the contents of the tour confirmation deviate from the contents of the booking request, this represents the provision by AugustusTours of a new offer which AugustusTours is bound to honour for a period of 14 days. Contractual completion on the basis of this new offer occurs if the client accepts it within that 14-day period by means of an explicit declaration, down payment or payment of the balance. In the case of remotely concluded contracts for package tours as defined in § 651a and § 651c BGB, AugustusTours explicitly points out that statutory regulations (here: §§ 312 para.7, 312g para. 2 clause 1 no. 9 BGB) do not foresee a right of rescission and only grant statutory rights of withdrawal and termination, and in particular the right of termination defined in § 651 h BGB. A right of rescission nevertheless exists in the case of contracts for travel services as defined in § 651 a BGB that were concluded outside of business premises unless the verbal negotiations on which the conclusion of the contract was based referred back to a preceding booking made by the client. In such cases a right of rescission again does not apply.

## 2. Payment

Once the travel contract has been completed and the tour operator's bond has been issued, payment is to be made at least four weeks before the tour start date. There is no obligation to issue a tour operator's bond if the tour has a duration of less than 24 hours, does not include an overnight stay and does not exceed a tour price of €75.00. A deposit of 20% of the tour price becomes due upon receipt of the written tour confirmation and issuance of the insolvency protection certificate. Full payment of the tour price is due immediately in the case of bookings made less than 4 weeks before the start of the tour.

## 3. Services

The scope of the services to be carried out by AugustusTours is defined by the service description drawn up by the company itself and valid on the date of the booking request, as well as related details indicated in the booking confirmation. The conditions set out in the booking confirmation and individual agreements take priority over these General Terms of Business.

## 4. Amendments to services and prices

Amendments to individual tour services or deviations between those services and the agreed content of the travel contract which become necessary further to contractual completion and have not been brought about maliciously by AugustusTours are only permitted if such amendments or deviations are insubstantial and do not affect the overall structure of the tour booked. Guarantee claims remain unaffected if the amended services are deficient. AugustusTours is obliged to inform the client of any service amendments or deviations without delay and in the form stipulated in section 1. In the instance of a retrospective amendment to the tour price or an amendment to a significant tour service, AugustusTours is obliged to inform the client thereof without delay and no later than 21 days before the tour start date. Price increases within 21 days of the tour start date are not permitted. In the instance of price increases of over 5% or significant amendment to a fundamental tour service, the client is entitled to withdraw from the contract free of charge by the deadline communicated by AugustusTours simultaneous to the notification of the client of the change or

demand participation in a tour of at least the same value if AugustusTours is able to offer the client such a tour from their tour portfolio at no extra cost. If the client fails to submit an explicit declaration of their withdrawal from the travel contract to AugustusTours by the stipulated deadline the change will be deemed to have been accepted.

## 5. Withdrawal by the client, booking amendments, replacement participants

The client may withdraw from the tour at any time prior to the tour start date. It is recommended that declarations of withdrawal be made in writing. The date of receipt thereof is definitive. In the instance of the client withdrawing from the travel contract or neglecting to participate in the tour, and providing their withdrawal is neither attributable to AugustusTours nor a consequence of force majeure, AugustusTours is entitled to claim remuneration for tour preparation work and expenditure as a proportion of the respective tour price. This does not affect the rights defined in § 651 h para. 3 BGB. Compensation calculations are to take into account standard expenditure saved as a result of the withdrawal and alternative usages of tour services. AugustusTours is alternatively entitled to claim lump-sum compensation for tour preparation work and expenditure which has already occurred. Calculations take the expenditure generally saved and the alternative usage of tour services by AugustusTours generally possible into account. The client is at liberty to present contrary evidence proving that damage has either not occurred or comes to a lower total than the lump sum. AugustusTours is entitled to calculate such lump-sum compensation on the basis of the following compensation structure, which sets compensation as a percentage of the total tour price according to the length of the period between receipt of withdrawal and the tour start date. Compensation is calculated on the basis of the time of receipt of the client's declaration of withdrawal:

up to 28 days before the tour start date:	20% of the total tour price
27 to 14 days before the tour start date:	30% of the total tour price
13 to 8 days before the tour start date:	50% of the total tour price
7 to 4 days before the tour start date:	70% of the total tour price
from 3 days before the tour start date / in the event of no-show:	90% of the total tour price

Exceptions to this structure come in the form of payment and cancellation conditions set out in the booking conditions for individual offers.

In the case of tours which include the purchase of tickets for entry or travel, e.g. for the Semper Opera House or a boat journey operated by Sächsische Dampfschiffahrt, the client will be invoiced for the price of any tickets already purchased, as these service partners do not guarantee refunds. It is not possible to withdraw from the purchase of these tickets. In such instances, and provided it is requested to do so by the client, AugustusTours will endeavour to resell the tickets. In the event of the successful sale of the tickets, the proceeds from that sale will be deducted from the original price of the ticket.

Amendments pertaining to the tour date, destination, starting location, accommodation, mode of transport or participants carried out at the request of the traveller after receipt of booking confirmation can only be carried out in the form of a withdrawal from the travel contract and subsequent rebooking. In the case of minor amendments AugustusTours may be able to refrain from charging the above-mentioned lump-sum withdrawal fee.

Up until the start of the tour the traveller is entitled to request that the rights and obligations set out in the travel contract be assumed by a third party instead of the traveller themselves. The tour operator (AugustusTours) is entitled to oppose the entry of the third party into the contract if that third party does not fulfil the specific tour requirements or their participation is in conflict with statutory regulations or official instructions. If they enter into the contract, the third party and the traveller are liable as co-debtors to the tour operator for the tour price and any additional costs which arise as a result of the entrance of the third party into the contract.

If the client does not make use or only makes partial use of services offered to them in due form for reasons which are to be ascribed to the client themselves (e.g. as a result of a premature return journey or other urgent reasons) they are not entitled to a proportional refund of the tour price. In such instances AugustusTours will endeavour to gain a refund from the respective service partner for any expenses saved. This obligation does not apply if the services in question are insignificant or such a refund is in conflict with statutory regulations.

## 6. Withdrawal and cancellation by AugustusTours

In the following instances AugustusTours is entitled to withdraw from the travel contract prior to the start of the tour or cancel the travel contract *without notice* after the start of the tour:

- If the client has not paid their deposit and/or balance due for their tour by the contractually agreed date and has not kept to a reasonable extension set for them by AugustusTours.
- If the client consistently impairs the carrying out of the tour despite a warning issued by AugustusTours as a company or one of its representatives, or acts in a manner which contravenes the contract to an extent that immediate cancellation of the contract is justified.

AugustusTours retains its entitlement to the tour price if it cancels the contract for one of the above-mentioned reasons. It is nevertheless obliged

to take into account the value of saved expenditure and the advantages it gains through the alternative usage of services not made use of within the framework of the tour (this includes any sums paid back to AugustusTours by service partners). The burden of proof therefore lies with the client.

*Withdrawal up to 30 days before the tour start date due to non-achievement of minimum party size:*

AugustusTours is only entitled to withdraw from the travel contract due to the non-achievement of a stipulated minimum party size if the following prerequisites are fulfilled: The tour description for the respective tour indicated both the minimum party size and a cut-off date prior to the contractually agreed tour start date by which the client is to be informed of the tour status. In addition, the tour confirmation is to have clearly stated the minimum party size and the latest possible withdrawal date or referred back to relevant details in the tour description. Such a withdrawal is to be communicated to the client at least 30 days before the agreed tour start date. The client is then to be refunded the portion of the tour price already paid without delay. Should it become clear at an earlier stage that the minimum party size will not be reached, AugustusTours is to make use of its right to withdraw and inform the client thereof without delay.

### **7. Cancellation of the contract due to exceptional circumstances**

In the instance of the tour being significantly complicated, endangered or impaired as a result of force majeure unforeseeable at the time of contractual completion, both AugustusTours and the client are entitled to cancel the contract. With the exception of the scenarios set out in § 651 h para. 3 BGB, in the event of such a cancellation AugustusTours is entitled to demand reasonable remuneration for tour services already rendered or required in order to bring the tour to a conclusion. Furthermore, AugustusTours is obliged to undertake any required measures, and in particular the return of the client to their point of origin if provided for in the contract. Additional costs which arise as a result of return transportation are to be shared equally (i.e. 50:50) between the two parties. The client is liable for any other costs.

### **8. Guarantees**

*Redress:* The client is entitled to claim redress in the instance of the tour being delivered in a manner which contravenes the contract. AugustusTours is entitled to refuse such redress if it requires a disproportionate level of effort and/or expenditure. AugustusTours is also entitled to provide redress by delivering an equivalent replacement service. § 651 k BGB also applies.

*Tour price reduction:* The client is entitled to claim a reasonable tour price reduction for the duration of a tour delivered in a manner which contravenes the contract. The tour price is to be reduced by the ratio between the value of the tour in deficiency-free form on the date of sale and the actual value of the tour delivered. A reduction does not apply if the client fails to report the deficiency.

*Cancellation of the contract:* In the instance of a tour being significantly impaired by a deficiency and AugustusTours failing to provide redress within a reasonable period, the client is entitled to cancel the travel contract within the framework of the statutory regulations included therein. A written cancellation statement is advisable in the client's own interest and in order to ensure perpetuation of evidence. The same applies if the client cannot be expected to take part in the tour as a result of a significant deficiency which is apparent to AugustusTours. The definition of a deadline for redress is always required unless redress is impossible or refused by AugustusTours or if the immediate cancellation of the contract for a reason attributable to AugustusTours is justified. The client is liable to AugustusTours for the proportion of the tour price made up by services already rendered. The client is to lodge the above-mentioned claims with AugustusTours within one month of the contractually stipulated end of the tour.

Once this period has expired the client is only able to assert their claims if they have been prevented from keeping to the deadline through no fault of their own.

### **9. Limitation of liability**

Provided injury to the traveller has been brought about neither wilfully nor as a result of gross negligence or AugustusTours is only responsible for damage to the traveller through the fault of a service partner, compensation claims which are made by the traveller against AugustusTours on the basis of the travel contract and do not relate to personal injury are restricted to the sum of three times the tour price.

The tort liability of AugustusTours for material damage which has been brought about neither wilfully nor as a result of gross negligence is restricted to three times the tour price. This maximum liability amount is valid on a per person, per tour basis. Liability in the instance of damage to life, limb or health remains unaffected.

### **10. Duty to cooperate**

The client is obliged to notify AugustusTours of any tour-related deficiency without delay. Culpable failure to do so renders the client unable to claim for either a reduction in accordance with § 651 m BGB or damages in accordance with § 651 n BGB. This is only inapplicable if notification is clearly futile or unreasonable on other grounds. The client is obliged to submit their notification of deficiency to AugustusTours at its headquarters without delay. The client will be informed of the availability of AugustusTours in the service description or in travel documents at the latest. If a client wishes to cancel the travel contract i) as provided for in § 651 e BGB on the grounds of a travel deficiency that fulfils the criteria set out in § 651 i para 2 BGB and represents a significant impediment to the tour or ii) for cause in connection with unreasonable circumstances that are apparent to AugustusTours, they are obliged to first set AugustusTours a reasonable deadline for the provision of redress. This is only inapplicable if redress is not possible or refused by AugustusTours or the immediate cancellation of the contract is justified on the basis of a specific client interest apparent to AugustusTours.

The client is obliged to make their complaint to the local tour leader or AugustusTours without delay.

### **11. Online dispute resolution according to Art. 14 (1) ODR-Regulation**

The European Commission provides a platform for online dispute resolution, accessible via the following link: <http://ec.europa.eu/consumers/odr/>. The company AugustusTours rejects participation in the Online Dispute Resolution service and is not obliged to do so.

### **12. Exclusion of claims and expiry**

Client claims for redress, cancellation, reduction or compensation under the terms of §§ 651 k to 651 n BGB expire within the statutory period. Any claims over and above such claims remain unaffected. Claims must be made to AugustusTours within the stipulated period at the address indicated in the travel documents provided.

### **13. Holiday cancellation insurance**

AugustusTours recommends that the client take out holiday cancellation insurance in accordance with applicable insurance conditions upon making a tour booking.

### **14. Passport, visa and customs regulations**

Prior to starting the travel, AugustusTours will inform citizens about passport, visa and health-related formalities required for the travel to and stay in the EU-country offered in the booking as well as possible changes to such regulations. In addition the explanations in the brochure are referred to. Beyond that, the client is solely responsible for the compliance with the regulations required for the conduct of the travel. All disadvantages resulting from violations of such regulations are on the client's expense, unless AugustusTours has failed to inform the client or provided incorrect information. In case of crossing borders the client is obligated to state his nationality if differing from the German nationality.

### **15. Inoperativeness of individual clauses**

The inoperativeness of any individual clauses in the travel contract does not result in the inoperativeness of the travel contract in its entirety. AugustusTours explicitly reserves the right to amend details published in its own travel brochures.

### **16. Jurisdiction**

The contractual relationship is governed exclusively by the law of the Federal Republic of Germany. The client may only sue AugustusTours at its headquarters. In the case of action brought against the client by AugustusTours, it is the usual place of residence of the client that is applicable unless the action is directed at persons whose legal domicile is outside of the Federal Republic of Germany or persons whose usual place of residence or whereabouts has been changed to an address outside of the Federal Republic of Germany since the conclusion of the contract or whose usual place of residence or whereabouts is unknown on the date of the filing of the action. In these cases it is the headquarters of AugustusTours that is decisive. The above-mentioned definitions of applicable law and legal jurisdiction do not apply if and to the extent that contractually non-modifiable clauses in international agreements which are to be applied to the travel contract between the client and AugustusTours make an alternative stipulation to the benefit of the client or if and to the extent that non-definable stipulations valid in the EU member state to which the client belongs and applicable to the travel contract are more beneficial to the client than the stipulations in these general terms of business or applicable German regulations.