

# General Terms and Conditions

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## 1. Conclusion of the travel agreement

1.1 Upon booking the customer/agent bindingly offers IPS the conclusion of a travel agreement.

1.2 The booking can be made in writing, by e-mail, orally, through the IPS web-site or by telephone. It is carried out by the person making the booking also for all participants also listed in the booking, for whose contractual obligation the person making the booking vouches as for his/her own obligation if he/she has taken on a corresponding special obligation by express and separate declaration.

1.3 The agreement shall come about with acceptance by IPS. The acceptance does not require any particular form. At the time of or without delay after the conclusion of the agreement IPS shall hand over the travel confirmation to the customer/agent.

1.4 If the content of the travel confirmation deviates from the contents of the booking, a new quotation from IPS then exists; this remains open for acceptance for the duration of 10 days. The agreement shall come about on the basis of this new quotation if the customer/agent declares his/her acceptance vis-à-vis IPS within the commitment period.

1.5 The customer/agent agrees that any medical treatment is subject of a separate contract between the customer and the clinic, doctor or institution.

## 2. Payment

2.1 Together with the conclusion of the agreement a deposit of 30% of the price of the IPS-package (per person) is required, unless it is stated differently in the program. The final payment has to be paid at the latest 14 days before the start of the tour, unless it is stated differently in the program. If agreed IPS will charge the customer's/agent's credit card in EUR according to the selling exchange rate of IPS's commercial bank on the day of credit card charging, therefore, differences when converting into € are possible.

2.2 If the down-payment is not received by IPS within the time limit, IPS shall reserve the right to cancel the journey booked and to charge cancellation costs for this appropriately.

2.3 IPS prefers credit card payments in order to keep the costs of the transactions low for both sides. The customer/agent shall state his/her necessary credit card details together with the booking.

2.4 Medical treatments contracts will be debited directly from the clinic, doctor or institution with a deposit of 90 % of the clinic's/doctor's cost estimate unless it is stated differently in their general terms and conditions.

## 3. Services

What services have been contractually agreed upon can be seen from the travel confirmation. The details included in the description of services are binding upon IPS. IPS does, however, expressly reserve the right to declare an alteration of the statements before the conclusion of the agreement about which the customer/agent shall of course be informed before booking.

## 4. Changes in services and prices

4.1 Changes or deviations of individual travel services from the agreed contents of the travel agreement which become necessary after the conclusion of the agreement and which have not been brought about by IPS in bad faith shall only be permitted insofar as the alterations or deviations are not considerable and do not adversely affect the overall design of the tour booked.

4.2 Possible warranty claims shall remain unaffected if the services altered contain defects.

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4.3 IPS is obliged to make the customer/agent aware of alterations or deviations in services without undue delay. If necessary, he will offer the customer/agent a free-of-charge change of booking or cancellation free of charge.

4.4 In the event of a considerable change in a major travel service the customer/agent shall be entitled to withdrawal from the tourist travel agreement without the payment of fees or charges or to demand participation in a tour which is at least equivalent if the tour operator is able to offer such a tour from its range without any additional charge for the customer/agent. The customer/agent must claim these rights without undue delay after the declaration of the tour operator concerning the change of the travel service to the customer/agent.

4.5. IPS may ask for an increase of the contracted price in case the following occurred after the contract was concluded:

- a change of the exchange rate in relation to the programs' publication date,
- a change of the transport costs (fuel, road toll, etc.),
- a change in hotels', suppliers' or carriers' fees.

IPS can inform customers/agents on the change in writing or verbally. A customer/agent may cancel the tour free of charge in case a price change exceeds 10% in relation to the contracted one occurs, at the latest within 48 hours after the receipt of the written notice. If the customer fails to cancel the tour within the stated term either by personal visit to a IPS point-of-sale or in writing, it shall be deemed that he/she agrees to the changed price. The published prices are the result of the IPS's contract with partners and they may not correspond to the prices stated on the spot, at the destination in which the customer is staying.

## 5. Withdrawal by the customer/agent, change of bookings, substitute persons

5.1 The customer/agent can withdraw from the tour at any time before the beginning of travel. What is decisive is the receipt of the declaration of the withdrawal by IPS. It is recommended that the customer/agent declares his/her withdrawal in writing.

5.2 If the customer/agent withdraws from or cancels the travel agreement or if he/she does not commence the journey, IPS can demand compensation for the travel preparations made and for its expenses. For the calculation of the compensation, expenses usually saved and use of the travel services elsewhere usually possible are to be taken into account.

5.3 IPS can work out a lump-sum for this claim for compensation taking into account the following scale according to the closeness of the point in time of withdrawal to the contractually agreed departure of travel in a percentage relationship to the price of the tour. If no other conditions and terms are mentioned in the quotation and advertising, the following rates shall apply:

### 1. IPS packages and services

Up to the 20 <sup>th</sup> day before departure	10 % (max. € 50 /person)
19 <sup>th</sup> to 10 <sup>th</sup> day before departure	30 %
9 <sup>th</sup> day to 3 <sup>rd</sup> working day before departure	50 %
from 2 <sup>nd</sup> working day before departure and services accomplished (translations, visa service etc.)	100 %

### 2. Guided services, translators etc.

to 5 <sup>th</sup> working day before departure	0 %
4 <sup>th</sup> up to 5 <sup>th</sup> working day before departure	30 %
from 1st working day before departure	100 %

### 3. Transfers services

Up to 10 days before departure	0 %
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9 <sup>th</sup> to 5 <sup>th</sup> working day before departure	30 %
4 <sup>th</sup> to 2 <sup>nd</sup> working day before departure	80 %
from 1 <sup>st</sup> working day before departure	100 %

Counted as working days are Monday to Friday. The day of departure is not counted.

5.4 If, at the customer/agent's request, alterations are made with regard to the date of travel, the travel destination, the place of the start of the journey, the accommodation or the type of transport (change of booking) IPS can charge a fee per customer/agent for the change of booking if the following deadlines are met.

Up to 40 days before the departure of travel € 30,00 /per person

5.5 Customer/agents' wishes for change of booking which are to be made after the expiry of the deadlines, can, if it is possible for them to be carried out at all, only be carried out after withdrawal from the tourist travel agreement on terms in accordance with Item 5.3 and simultaneous new registration. This shall not apply to the wishes for changes of booking causing only slight cost.

5.6 Up to the departure of travel the customer/agent can demand that in place of himself/herself a third party can succeed to the rights and obligations under the travel agreement. IPS can object to the third party succeeding to these rights and obligations if the latter does not satisfy the special travel requirements or statutory regulations or official orders are opposed to his/her participation. If a third party succeeds to the agreement, it and the customer/agent shall be liable towards IPS as a joint and several debtor for the price of the tour and for the additional costs incurred by the succession of the third party.

5.7 In the event of withdrawal IPS can claim the actually incurred additional costs from the customer/agent.

## 6. Service not made use of

If the customer/agent does not make use of individual travel services due to a premature return journey or due to other compelling reasons IPS will endeavor to arrange for a refund of the expenses saved to be made by the provider of the services. This obligation shall not apply if completely negligible services are involved or if statutory or official provisions are opposed to a refund.

## 7. Withdrawal and cancellation by IPS

Before the start of the journey IPS can in the following cases withdraw from the tourist travel agreement or terminate the tourist travel agreement after the start of the journey:

### 7.1 Without a period of notice

If the customer/agent repeatedly disrupts the carrying out of the journey despite a warning from IPS, or if he/she behaves in violation of the agreement to such an extent that the immediate cancellation of the agreement is justified. If IPS terminates the agreement, it shall retain the claim to the price of the tour; it must, however, have the value of the saved expenses as well as those advantages offset against it which it gains from other use of the service not made use of, including the amounts credited to it by the providers of the services.

### 7.2 Up to two weeks before departure of travel

In the event of failure to reach an advertised or officially stipulated minimum number of participants, if a minimum number of participants is indicated in the tour offer for the corresponding journey. In each case, IPS shall be obliged to notify the customer/agent without undue delay after the prerequisite for nonperformance of the tour is met and to send to him/her the notice of cancellation without undue delay. The customer/agent shall be reimbursed for the price of the tour paid in. Should it already become apparent at an earlier point in time that the minimum number of participants cannot be reached IPS must inform the customer/agent of this.

### 7.3 Up to four weeks before departure of travel

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If the performance of the tour after the exhaustion of all possibilities cannot be reasonably expected of IPS because the number of bookings for this tour is so small that the cost incurred by IPS in the event of the performance of the tour would mean exceeding the economic sacrifice limit for this tour. A right of cancellation by IPS, does, however, only exist if he is not responsible for the circumstances leading to it (e.g. not a costing error) and if it provides evidence of the circumstances leading to its cancellation and if it has submitted a comparable substitute offer to the customer/agent. If the journey is cancelled for this reason the customer/agent shall be reimbursed for the price of the tour paid in without undue delay. In addition the customer/agent shall be reimbursed on a lump-sum basis if he/she has not made any use of a substitute offer by IPS.

## 8. Cancellation of the agreement due to extraordinary circumstances

8.1 If the tour is made considerably more difficult, endangered or adversely affected due to force majeure not foreseeable at the time of the conclusion of the agreement, both IPS and the customer/agent can cancel the agreement. If the agreement is cancelled IPS can demand reasonable compensation for the travel services already rendered or for the travel services still to be rendered for completion of the journey. 8.2 Moreover, IPS is obliged to take the necessary measures, in particular if the agreement comprises return transport, to convey the customer/agent back. The additional cost of return transport is to be borne half each by the parties. Otherwise the additional costs shall be borne by the customer/agent.

## 9. Liability of IPS

9.1 IPS shall be liable, within the scope of a prudent businessman's duty to take care, for:

1. The conscientious travel preparation;
2. The careful selection and monitoring of the provider of services;
3. The correctness of the description of all of the travel services stated in the catalogues, to the extent that IPS has not declared a change in the statements in the brochure in accordance with Item 3 before the conclusion of the agreement.
4. The correct and proper rendering of the agreed travel services.

9.2 IPS shall be liable for any fault of the person entrusted with rendering the service.

## 10. Warranty

### 10.1 Remedy

If the journey is not performed in compliance with the agreement the customer/agent can demand a remedy. IPS can refuse the remedy if it requires disproportionately high effort and expenditure. IPS can also create a remedy by rendering an equivalent substitute service. IPS can refuse the remedy if it requires disproportionately high effort and expenditure.

### 10.2 Reduction of the price of the tour

For the duration of performance of the tour not in conformity with the agreement the customer/agent can demand an appropriate reduction of the price of the tour (price reduction). The price of the tour is to be reduced by the ratio by which at the time of the sale the value of the tour in the non-defective state would have been to the real value. The price reduction shall not be applied if the customer/agent, by a fault of his/her own, omits to draw attention to the defect.

### 10.3 Termination of the agreement

If a tour is considerably detrimentally affected by a defect and if IPS does not provide any remedy within a reasonable period of time, the customer/agent can within the scope of the statutory provision terminate the tourist travel agreement – in his/her own interest, and for preservation of evidence reasons, appropriately by means of a written declaration. The same shall apply if the customer/agent cannot, for an important reason which can be identified by IPS, be reasonably expected to undertake the journey due to a defect. The determination of a period of time for the remedy shall not be required only if a remedy is impossible or is

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refused by IPS or if immediate termination of the agreement is justified by a special interest of the customer/agent's.

He/she shall owe IPS the part of the price of the tour falling on the services made use of if these services were of interest for him/her.

## 10.4 Damages

The customer/agent can demand, without prejudice to the price reduction or the termination, damages for non-performance, unless the defect of the tour is based on a circumstance beyond the tour operator's control.

## 11. Limitation of liability

11.1 The contractual liability of IPS for damage and loss but not physical injury shall be limited to three times the price of the tour,

1. if damage or loss is caused for the customer/agent neither by intent nor by gross negligence or
2. if IPS is responsible for damage/loss incurred by the customer/agent solely because of the fault of a provider of service.

11.2 For all claims for damages arising from a tort not based on intent or gross negligence, IPS shall be liable in the case of damage to property for up to EUR 4,100.00; if three times the price of the tour exceeds this amount the liability for damage to property shall be limited to the amount of three times the price of the tour. These maximum liability amounts shall apply in each case per customer/agent and tour.

11.3 A claim for damages against IPS shall be restricted or excluded to the extent that on the basis of international conventions or of statutory regulations based on such which are to be applied to the services to be performed by a provider of service, a claim for damages against the provider of the service can only be made on certain conditions or with certain restrictions or is excluded on certain conditions.

11.4 If the position of a contractual air carrier can be ascribed to the IPS the liability is ruled upon in accordance with the provisions of the Air Traffic Act in conjunction with the International Conventions of Warsaw, the Hague, Guadalajara and the Montreal Agreement (only for flights to the USA and Canada). These agreements as a rule restrict the liability of the air carrier for death or physical injury as well as for losses of and damage to baggage. If IPS is a provider of a service in other cases it shall be liable in accordance with the provisions applying to these.

11.5 If the position of a contractual ship owner is ascribed to the tour operator in the case of sea voyages the liability shall be ruled upon also in accordance with the provisions of the German Commercial Code and the Inland Waterways Act.

## 12. Obligation to co-operate

12.1 The customer/agent is obliged in the event of disruptions of service which have occurred to co-operate within the scope of the statutory provisions to avoid possible damage/injury/loss or to keep them to a minimum.

12.2 The customer/agent shall in particular be obliged to inform the local travel guides of his/her complaints without undue delay. The latter are instructed to ensure a remedy if this is possible. If the customer/agent through a fault of his/her own omits to draw attention to a defect no claim for price reduction shall be admitted.

## 13. Exclusion of claims and statute of limitations

13.1 Claims based on performance of the tour not in compliance with the agreement must be made by the customer/agent vis-à-vis the tour operator within one month after the end of the tour as foreseen in the agreement.

13.2 Claims by the customer/agent in accordance with Articles 651 c to 651 f of the German Civil Code shall be subject to the statute of limitations within one year. The limitation period shall run as from the day on which the tour should end according to the agreement. If between the customer/agent and IPS negotiations

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concerning the claim or the circumstance justifying the claim are pending the statute of limitations shall be suspended until the customer/agent or the IPS refuses to continue the negotiations. The claim shall become statute-barred at the earliest three months after the end of the suspension.

## 14. Passport, visa and health regulations

14.1 IPS is responsible for ensuring that German citizens are informed about provisions of passport, visa and health regulations as well as about their possible changes before the departure of the journey. For citizens of other countries the responsible consulate shall provide information. Invalid passports leading to a cancellation of the travel shall not have any harmful consequences for IPS, and, if IPS would suffer an additional damage due to such an omission by a customer, the customer is obliged to compensate the same. If a passport is lost or stolen during travel, the costs of issuing of a new passport shall be borne by the customer himself/herself. IPS's guide shall assist the customer in such a situation, taking care about the normal course of the program thereby

14.2 IPS shall not be liable for the timely issue and the receipt of the necessary visas by the particular diplomatic representation if the customer/agent has commissioned IPS with their procurement.

14.3 The customer/agent shall himself/herself be responsible for the observance of all of the important regulations for the carrying out of the travel. All disadvantages, in particular the payment of cancellation costs resulting from the non-observance of these regulations shall be borne by him/her, except if they are due to culpably incorrect information or non-information on the part of the IPS.

14.4 Customers are obliged to comply with all foreign exchange and customs regulations, as well as with laws and other by-laws of Germany and other countries through which they travel and where they stay. If the travel cannot be continued because of a violation of regulations by a customer, all costs and consequences shall be borne by the violator alone

## 15. Ineffectiveness of individual provisions

The ineffectiveness of individual provisions of the travel agreement shall not result in the ineffectiveness of the complete travel agreement.

## 16. Venue

For the travel agreement the application of German Law, in particular the German Tourist Agreement Act (Art. 651 a – m of the German Civil Code) is expressly agreed. The customer/agent can sue IPS only at its German domicile in 65191 Wiesbaden.

For legal action by IPS the customer/agent's German place of residence shall be decisive, unless the legal action is directed against fully qualified merchants or persons who have their places of residence or their usual places of residence abroad, or whose places of residence or usual places of residence are not known at the time of the bringing of the action. In these cases, IPS's German domicile in 65191 Wiesbaden shall be decisive.

## 17. Authoritative language

This text is the English translation of our German Terms and Conditions. In case of doubt the German text shall prevail.

**Edition of September 2006**