

General Terms and Conditions of Mountain and Roads Travel Services

1. Range of Application

1.1 This is a package travel contract between “you” or “the traveler” and “Mountain and Roads Travel Services” hereinafter called MARTS. The travel agency is described in more detail in the enclosed contract documents and on the homepage of the agency.

1.2 Based on the AGB (GTC = General Terms and Conditions), MARTS exclusively acts as travel operator and agent for travel services, such as transportation services (e.g. flights), other individual services for tourists (e.g. hotel stay, rental car, etc.), package tours by other tour operators, guiding throughout travel packages, and other travel services. The contractual relationship as to the travel services is concluded directly between traveler (customer of travel agency) and the respective tour operator or other service provider. The travel agency shall take delivery of the travel registrations or reservations of the travel participants and arrange for the conclusion of the travel contract with the service providers.

1.3 The contents of the contracts concluded with the tour operator or other service providers, including the general conditions of travel of the tour operators or other service providers, is relevant for all bookings. Contractually, the travel agency is not involved in the arranged travel services.

2. Registration / Booking / Travel Information

2.1 Travelers can register or book their journey in writing, orally, by phone or electronically (e.g. e-mail). Registration / booking shall be a binding order on the travel agency by the travel participant to arrange for a travel contract between him or her and the tour operator or other service providers.

2.2 The traveler shall be bound to his or her registration or booking order from the date of registration / booking.

2.3 The contractual obligation of the travel agency shall be limited to orderly provision of the travel services. To the extent that the travel agency delivers information on travel services to the traveler, no liability or warranty on the part of the travel agency shall be involved. The travel agency expressly does not assume any liability or warranty for the success of the tour.

3. Registration of Several People

3.1 To the extent that the registration / booking includes further travel participants, the person making the registration / booking shall act as their representative. The person making the registration / booking shall be liable for fulfillment of the

contract, also for the additional persons included in the services.

3.2 To the extent that the traveler making the registration / booking intends to establish a separate contractual relationship of the additional travelers to the service providers, this shall be expressly explained in writing, stating booking and personal data.

4. Booking Confirmation

4.1 The tour operators or other service providers shall confirm registrations / bookings in writing.

4.2 Travelers shall be obliged to verify the booking confirmation delivered to them immediately for correctness and completeness, and to point out any incorrectness or differences to the tour operator or other service provider.

4.3 Flight tickets are at all times delivered to the travelers by mail or by e-mail as electronic tickets. In exceptional cases, tickets shall be deposited with the airline. Complete payment of the travel price shall be required for delivery / deposit.

5. Liability of Travel Agency

5.1 Information on travel services are based on the information of the tour operators or other service providers. The travel agency shall not assume any warranties or guarantees for correctness, completeness or updatedness of the information provided to the traveler.

5.2 MARTS shall limit its liability from the provision of the services to intent and gross negligence, except bodily injury. Otherwise, § 651 h BGB (Bürgerliches Gesetzbuch = German Civil Code) shall apply.

6. Change in Booking / Travel Cancellation

6.1 The traveler shall be allowed to withdraw from the contract at any time. In case of withdrawal, the tour operator shall be entitled to charge a reasonable reimbursement. The height of reimbursement shall be determined by the travel price, deducting the value of the expenses saved by the tour operator and after that, what he was able to get as compensation by using the travel service otherwise.

6.2 In case of cancellation before start of the journey and also thereafter, the tour operator shall be entitled to charge some percent of the travel price as compensation.

The height of the compensation is stipulated in the conditions of travel of the respective tour operator.

The travel participant shall be entitled to claim and prove that no damage or impairment has occurred or is considerably lower than the lump sum claimed.

6.3 Up to start of the journey, the traveler shall be entitled to claim that in the place of him / her a third party may enter into the rights and obligations of the travel contract. The tour operator shall be entitled to contradict the entry of a third party into the contract if this person does not meet the special travel requirements, or legal provisions or official orders exclude such an entry. If a third party enters into the agreement, he or she and the travel participant shall be jointly and severally liable to the tour operator as to the travel price and to the occurrence of increased costs.

6.4 The travel agency recommends to the traveler the conclusion of a travel cancelation insurance.

6.5 If flight bookings are canceled after the ticket was issued, cancelation policies of the airlines as well as the policy for selected ticket type shall apply.

6.6 Tour operators shall be entitled to change or modify contractual services if the changes or modifications are reasonable for the travel participant, taking his or her interests into consideration. Reasonableness shall apply whenever the cause for the change is due to circumstances that cannot be controlled by the tour operator, such as natural catastrophes, war or war-like conflicts, strikes, terrorist attacks, diseases, political, economic and other incidents challenging the travel service. Based on the immediate indication of the nonavailability of the service, the travel agency may cancel the service. Otherwise, § 651 j BGB shall apply.

7. Reference to Special Stipulations

7.1 To the extent that information is provided on passport, visa, entry and health requirements, this shall at all times be adjusted to the respective national or international legal provisions or other regulations. The travel agency, subject to a different statement of the travel participant in writing, assumes that the traveler is a German citizen. To obtain this information, the travel agency is dependent on the statement of third parties (tour operator and other service providers). The travel agency shall not assume any warranties or guarantees for correctness, completeness or updatedness of this information. Apart from intent and gross negligence, any liability of the travel agency shall be excluded. It is recommended to the travel participant to make sure to obtain information on the legal provisions of his or her destination, and to respond to changed circumstances in due time.

7.2 When a flight was booked, MARTS shall inform the traveler in relation to the travel arrangement about the identity of the airline providing the services.

7.3 MARTS shall not have a separate obligation to clarify or notify the travel participant as to legal provisions or other travel regulations as to his or her destination or other travel conditions.

8. Payment Transactions

8.1 To the extent package tours are provided, payments shall become due when the tour reaches the sufficient number of travel participant. At the latest, payments shall be due before start of the journey on delivery of the travel documents. Down payments shall be due at the date on the booking confirmation.

8.2 As to services for which a secured payment certificate is not required, payment of the travel price shall become due after the booking was made, at the latest before start of the journey on delivery of the travel documents.

8.3 Payments can be made by: direct debit, credit card, bank transfer, paypal or cash payment at the travel agency.

8.4 As to different terms of payment, the instructions / information of the tour operators shall apply. With the consent of the traveler, payments can be made via credit card numbers or by direct debit.

8.5 Fees for cancelation, handling and changes in booking shall become due immediately.

8.6 The travel agency shall render the agreed services from the agency and service contract by providing the travel documents, such as tickets, vouchers, etc. at the premises of the travel agency. When the travel agency sends documents to the travel participant, the traveler shall bear the risk from the time of mailing or from delivery to a bearer.

9. Limitation

9.1 The travel participant shall assert any claims against the tour operator according to §§ 651 c to 651 f BGB within one month after the contractual termination of the journey. After expiration of this term, the traveler shall be entitled to make claims only if he or she is able to prove that the noncompliance with the time limit was not his or her fault.

9.2 Otherwise, § 651 g BGB and the general legal provisions shall apply.

10. Other Provisions and Terms

10.1 German law shall apply.

10.2 Should one or several terms of this agency and service contract become void, this shall not affect the other terms and conditions of the travel contract. The same applies to the invalidity of the travel contract in relation to the agency and

service contract.

10.3 Venue shall be the residence of the travel participant, to the extent that he or she is not a client on a commercial basis. As to commercial customers, venue shall be the seat of the tour operator.

10.4 To the extent there is no provision or regulation affecting the service relationship to the travel agency or to the provider / tour operator contracts involved, the legal provisions according to §§ 651 a ff BGB shall apply.

Mountain and Roads Travel Services

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