

General Terms & Conditions of Travel

These General Terms & Conditions of Travel are intended to supplement Paragraphs 651 a ff of the German Civil Code and govern the contractual relationship between you and ourselves. In case of doubt, the German version of the General Terms & Conditions of Travel is the one valid for you and ourselves.

1. Travel Programme and Services

The scope of the services contractually agreed are set out in the offer itself and in further information enclosed with the confirmation of travel. However, we reserve the right to change our offer before the contract is finalised for reasons which are justified, substantial and not foreseeable. Of course we shall inform you of any such changes before final travel arrangements are reserved.

2. Terms of Payment and cancellation

Payment relating to the travel price before actual departure may only be effected on issue of a trust letter in the sense of article 651 k paragraph 4 of the German Civil Code. A deposit of 10% must be made immediately on booking. The final payment must be made at least 30 days prior to arrival. After payment the documents will be sent out by post or by fax in case the time prior to the event is too short for sending them by post. Cancellation and rebooking fees are to be paid immediately. For each booking Travel2Fairs charges a service fee of €6 for inland and €15 for foreign country bookings. These fees will not be refunded in case of cancellation and will be added to the cancellation fee. Bank charges for money transfer have to be settled by you. Should payment not occur within given time, cancellation and charge of a cancellation fee will follow automatically as a result. Basically the following cancellation fees apply:

up to 45 days prior to arrival 10 % of travel price from 44 days prior to arrival 30 % of travel price

from the 21 days prior to arrival 50 % of travel price from 7 days prior to arrival 90 % of travel price

There will be no refund on no-show (failing to arrive at the booked accommodation) or on premature departure from the booked accommodation. Also, original documents by third parties cannot be refunded (admission tickets to a trade fair, for example).

Please pay attention to any divergent information made in the offers. Especially group reservations, master programs and events may have separate terms and conditions. Please note that the price of our travel package covers neither travel cancellation insurance (known in Germany as RRV) nor cost overrun insurance (including alternative offers). We should therefore advise you to take out special travel insurance cover over and above the aforementioned RRV, insurance which gives you comprehensive protection and emergency service access on around-the-clock basis.

When the handling agent or service provider hands over the private accommodation to you, he or she is entitled to charge a reasonable amount of caution money for any damage that may arise or for the replacement of lost keys. On bookings in private accommodations of no more than one night, there is an additional charge of €5 to €18 depending on type of accommodation and number of persons.

3. Changes to services and prices

Any changes to or deviations from individual travel services agreed as part of the travel contract (e.g. changes to programme schedules) which become necessary after conclusion of contract and which were not caused by ourselves in breach of good faith shall be permissible provided said changes or deviations are not considerable and do not impair the overall effect of the travel arrangements so made. We will inform you without delay of any changes to or deviations from services. In certain circumstances, we will offer you the chance to rebook or withdraw from the contract at no extra charge to yourself.

4. Customer withdrawal from contract / rebooking / substitute persons

If you decide to withdraw from the contract or do not appear at the time of departure, we reserve the right to claim compensation for travel preparations made and expenses incurred. Our claim for compensation will take into account the outlay ordinarily so saved and any other uses possibly found. Please see Section 2 of these General Terms & Conditions for details of level of compensation. If, having reserved a tour, you wish to make changes involving dates, destination, place of departure, accommodation and means of transport, we are usually faced with the same costs that complete withdrawal would incur. For this reason, we usually have to charge for rebooking the same amount a withdrawal would have cost. However, in the case of other minor changes, we will charge a process fee of €25 only. For a process fee of €25, any person registered for travel may, before travel commences, be replaced by a third party as long as we are informed. However, we reserve the right to object to such substitute travellers if they do not meet special travel requirements or if their taking part would constitute a violation of local, regional or national law or regulations. If a substitute enters into the contract, then you and that person will be deemed to be jointly and severally liable for the price of the travel package and for any extra costs following on from that third party's substitution.

5. Withdrawal and cancellation by the tour operator

In certain circumstances, we reserve the right to withdraw from the travel contract before the commencement of travel or to cancel the contract after the travel has commenced without notice, if the travellers, despite warnings on our part, continue to disrupt the tour as a whole or if their conduct is in sufficient breach of contract to justify the immediate cancellation of contract. If we do decide to cancel, then we retain our right to the tour price. Nevertheless, we will off-set the value of any outlay so saved and any financial benefit accruing for other use of services not claimed, including any amounts credited to us by the handling agents.

6. Cancellation of the contract due to force majeure

If travel is considerably delayed, endangered or adversely affected for reasons of force majeure not foreseeable at the time the contract was concluded, then both the customer and the tour operator shall be entitled to cancel the contract. If the contract is cancelled, we shall be allowed to demand adequate recompense for the travel services already rendered or for services which would have been rendered before the end of travel. We are obliged to take all measures necessary, assuming the contract makes such provision, to transport you back home, the cost of this transport to be born equally by you and ourselves. Any other costs to be charged to your account.

7. Tour operator liability

7.1 Our own services

Within the framework of due diligence taken by any business firm, we will be responsible for making the travel arrangements conscientiously, selecting and monitoring other service providers carefully and rendering the services agreed in the contract professionally. Please note that we cannot be held liable for claims made in brochures published by hotels, local tourist information offices or any other authorities.

7.2 Third-party services

If, during the tour, or in addition to the tour, a scheduled transport service is used and if you are issued with a corresponding ticket, then this shall be deemed to be a third-party service — provided we have expressly drawn attention to this in the travel documents. As such, we cannot be held liable for that transport service. Any liability is subject to the third-party transport conditions of carriage to which your attention will be expressly drawn and details of which we can make available to you on request. Nor can we be held liable for non-performance of service in connection with outside services which we merely pass on (admission tickets to a trade fair, for example) and which are expressly identified as third-party services in the travel documents.

8. Warranty / Redress and your duty to assist

If travel services are not rendered as contractually agreed, you have a right to demand redress. However, to achieve this - irrespective of our paramount obligation to perform - we need your assistance. This is why you are obliged to do everything reasonable to contribute to the fault being remedied, to keep any ensuing damage to the minimum and, indeed, to avoid damage completely.

In particular, the onus is on you to make known your complaints without delay. Please contact us immediately! You can phone Travel2Fairs on the no. as seen below from Monday to Friday 9.00h to 17.00h CET or via fax (see below). We may offer to make redress by offering an equivalent service as a replacement. On the other hand, we can refuse to offer redress if the outlay required were disproportionate.

If, in terms of duration, the tour is not provided as contractually agreed, you shall be entitled to demand a reduction in price. Said reduction will, however, not be granted if you neglect to make your complaint known. If travel is adversely affected due to any deficiency and if - despite your having demanded this - we do not make redress within a reasonable time span, then you have the right under statutory law to terminate the travel contract. However, you are still liable for that part of the travel price proportionate to the services you did in fact use, provided the services so used were not of insubstantial value. Irrespective of price reduction or contract termination, you can claim damages for non-performance unless the deficiency was caused by circumstances out of our control.

9. Passport, visa, customs formalities, exchange rates and health regulations

As the customer, you are personally responsible for adhering to all regulations as they affect the organisation of the travel concerned. Any (financial) disadvantages accruing from the non-observation of such regulations shall be charged to your account unless they resulted from our culpably providing false or misleading information.

10. Limitation of liability

10.1 Contractual limitation of liability

Our contractual liability for loss which does not constitute personal injury shall be limited to the threefold cost of the tour.

- a) provided we did not cause loss to the traveller by gross negligence or with malice aforethought; and
- b) provided we as tour operator are liable for the loss incurred by the traveller but only because of the culpability of a subcontractor.

10.2 Tortious limitation of liability

Claims for damages against us as tour operator on the grounds of actionable tort - inasmuch as the damage was not caused by gross negligence or malice aforethought - is herewith limited to €76.694 in the case of personal injury and €4.090 in the case of material damage. If the cost of the travel package lies above the sum of €1.363, then liability is herewith limited to the threefold cost of the travel package price. These maximum liability amounts are restricted to one customer and one tour.

11. Exclusion of claims and statutes of limitation

Claims on account of non-contractual travel performance can be submitted to us up to one-month after the contractual end of travel. Once that deadline has expired, claims will only be accepted if you were hindered from adhering to that deadline through no fault of your own. You are advised, in your own interest, to submit any such claim in writing. All of your travel contract based claims become statute-barred in six months. Limitation of liability in time thus commences on the day on which the travel arrangements end. If you have submitted a claim, then the limitation period is suspended until the day we reject your suit in writing. Any claims based on actionable tort become statute-barred in three years.

If parts of the regulations of the travel contract are not effective the rest of the travel contract remains valid.

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Registered (N° 54993) at Hanover District Court // Directors Christoph Rausch and Frank Thorwirth. Version 2006