

General Terms and Conditions

AGREEMENT BETWEEN CUSTOMER/TRAVELER AND ITRAVEL GMBH

The following includes important information regarding the relationship between the Customer/Traveler and itravel. Please read them carefully as they contain the general terms and conditions.

General terms and conditions of business

The general travel terms and conditions are effectively agreed upon at the time of booking and thus become the basis of your Travel Contract. These conditions complete the legal regulations of §§ 651 a - m BGB and the articles 250 and 252 of the EGBGB.

1. Signing of the Travel Contract

1.1 If you contact us by telephone, e-mail, fax, or in any other way, we will send you a non-binding quote. The non-binding quote includes the travel services of the different service providers according to your preferences. After you have specified and selected your travel services from the non-binding quotation, we will create a Booking Form for your travel arrangements.

1.2 By using this Booking Form, we request that you submit a binding written offer upon signing a Travel Contract for the respective services.

1.3 By filling out the signed Booking Form, you make a binding offer with itravel for a Travel Contract regarding the travel services contemplated. This offer is based on the individual trip's travel description and any additional information published by itravel. After checking for availability and specific prices during the travel period of the Booking Form, the Travel Contract will either be confirmed immediately or sent as an e-mailed booking confirmation. The Travel Contract must be confirmed in text form or signed in paper form, whether it is done outside itravel premises or with both parties being physically present.

1.4 You are responsible for all contractual obligations of fellow travelers on whose behalf you are booking.

1.5 If the content of our booking confirmation differs from the content of the booking, this will constitute a new offer. The Travel Contract is concluded based on this new offer, as long as itravel informs you of the new change, thus fulfilling its pre-contractual information obligations. Your acceptance of this new offer can be expressed by explicit confirmation or by down payment.

1.6 The pre-contractual information provided by itravel regarding essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (according to article 250 § 3 numbers 1,3 bis and 7 EGBGB) will only not become part of the package tour contract if this has been explicitly agreed upon between the parties.

2. Direct Booking

2.1 The Customer will receive an explanation of the electronic booking process in the corresponding itravel application.

2.2 The Customer has the option of correcting his or her entries, deleting, or resetting the Booking Form, the use of which is explained.

2.3 The contractual languages offered for online booking are indicated. The German language is the only legally binding language.

2.4 If the text of the Travel Contract is stored by itravel in its online booking system, the Customer will be informed in accordance with GDPR regulation, about this and about the possibility of retrieving the text of the Travel Contract later.

2.5 By clicking the button "order with the obligation to pay", the Customer bindingly offers itravel the conclusion of the Travel Contract.

2.6 The Customer will receive an immediate electronic confirmation of the booking receipt. Submitting the reservation by clicking the button "order with the obligation to pay" does not constitute a claim by the Customer regarding the conclusion of a Travel Contract according to the Customer's information. itravel is free to decide whether to accept the Customer's offer or not.

2.7 The contract is concluded when the Customer receives the booking confirmation from itravel.

3. Objection

itravel would like to point out that according to legal regulations (§§ 312 par. 7, 312g par. 2 sentence 1 no. 9 BGB), there is no right of withdrawal for Travel Contracts concluded via distance selling according to § 651 a and § 651 c BGB, but only the legal rights of withdrawal and termination, especially the right of withdrawal according to § 651 h BGB. However, a right of withdrawal exists if the Travel Contract for travel services according to § 651 a BGB has been concluded outside business premises - unless the oral negotiations upon which the conclusion of the Travel Contract is based have been conducted on the consumer's previous offer inquiry; in the latter case, a right of withdrawal does not exist either.

4. Payment

4.1 The amount of the remuneration, as well as the payment modalities, result from the travel registration in connection with our booking confirmation invoice delivered by e-mail.

4.2 itravel may only demand or accept payments before the end of the tour if an effective customer money protection contract exists and the Customer has been handed over the security certificate with name and contact details of the customer money protection in a clear, understandable and emphasized way. After the conclusion of the Travel Contract and

handing over of the security certificate - unless otherwise agreed in individual cases - 20% of the land arrangements is due for payment immediately. Unless otherwise agreed, the remaining 80% of the land arrangements is due for payment 30 days before the start of the trip, unless the trip can no longer be canceled for a reason stated in section 8 of these terms and conditions.

4.3 If you do not make the down payment and/or final payment per the agreed payment due dates, although itravel is willing and able to properly provide the contractual services, itravel has fulfilled its legal obligations to provide information and the customer has no legal or contractual right of retention. itravel is entitled to withdraw from the travel contract after issuing a reminder and setting a deadline and charging you the withdrawal costs in accordance with clause 5.

4.4 In the case of short-term travel bookings, the total sum of all individual services is due for payment immediately. Short-term is defined differently for each destination. You will find more details in your individual offer.

4.5 When booking different special flight tariffs, the price paid for the trip may also be due for immediate payment. Immediate payment terms may also result from your travel registration.

4.6 Payment for the travel services booked must be made via bank transfer or - if possible in individual cases - by credit card.

4.7 If a journey does not last longer than 24 hours, does not include an overnight stay, and does not exceed €75, then the full price of the journey may be demanded even without the issuing of a security certificate.

4.8 You cannot raise any objections to itravel regarding the transfer of the travel prices to the service providers - especially regarding contractual travel warranty claims.

5. Changes to services

5.1 Changes of essential travel services or characteristics of these services from the content agreed in the Travel Contract - which became necessary after the conclusion of the Travel Contract and were not caused by itravel against good faith - are only permitted by itravel before the start of the tour as long as the changes are not substantial. They must not affect the overall design of the trip.

5.2

itravel is obliged to inform you about any changes in services, immediately after the reason for the change has become known, and at least in electronic form (i.e., by e-mail, voice message, etc.) in a comprehensible manner.

5.3 Possible warranty claims remain unaffected if the changed services are defective.

5.4 After becoming aware of the reason for the change, itravel is obliged to inform you immediately of any significant changes to services.

5.5 In case of a significant change of an essential travel service, or if deviations from your special requirements that are part of the contract occur, the Customer is entitled to either accept the change or to withdraw from the Travel Contract free of charge. The Customer's decision must be made within a reasonable time frame set by itravel simultaneously with the notification of the change. If you do not declare your withdrawal from the contract within the period set, the change is considered accepted.

6. Price adjustment

6.1 Your attention is drawn to the fact that, in accordance with §§ 651 f, 651 g BGB, we are entitled to increase the price paid for the trip after conclusion of the travel contract in the following cases:

- an increase in the price of passenger transport due to higher costs for fuel or other energy sources
- an increase in taxes and additional charges for agreed travel services, such as tourist taxes, port or airport fees, or
- a change in the exchange rates applicable to the trip in question has a direct impact on the price of the journey.

6.2 An increase in the travel price is only permitted if itravel informs the traveler in clear and comprehensible text form about the price increase and its reasons, notifying the traveler of the calculation behind the price increase.

6.3 The price increase is calculated as followed.

In the case of a rise in the price for the carriage of passengers, according to 6.1, itravel may increase the travel price according to the following calculation:

- In case of a seat-related increase, itravel is entitled to charge you the amount of the increase.
- Otherwise, the additional transport costs required by the transport company per means of transport shall be divided by the number of seats of the agreed transportation. The resulting increase for the individual seat can be charged to you by itravel.
- In the event of an increase in taxes and other charges according to 6.1, the travel price can be increased by the corresponding proportionate amount.
- In case of an increase in exchange rates, according to 6.1, the travel price can be increased to the extent that the tour has become more expensive for itravel.

6.4 itravel may, however, deduct the actual administrative costs incurred by itravel from the additional amount to be reimbursed. itravel has to provide the Customer with evidence of the number of administrative expenses incurred upon request.

6.5 Price increases are only permitted up to 20 days before the start of the trip.

6.6 In case of price increases of more than 8%, you are entitled to either accept the change or withdraw from the Travel Contract free of charge within a reasonable time frame set by itravel at the same time as the notification of the price increase. If you do not explicitly declare your withdrawal to itravel within the time frame, the change is considered accepted.

7. Cancellation by the Customer before departure/Cancelation costs

7.1 You can withdraw from the trip at any time. The withdrawal has to be declared to itravel in writing. itravel recommends that you declare your withdrawal in writing. If you withdraw from the Travel Contract before the travel begins or if you do not go on the trip, itravel loses the right to the travel price. However, itravel is entitled to withdraw from the Travel Contract instead, as long as it is not responsible for the withdrawal or if unavoidable, extraordinary circumstances occur at or in the immediate vicinity of the destination that significantly affect the execution of the tour or the transport of persons to the destination. Circumstances are unavoidable and extraordinary if they are not under itravel's control and their consequences could not have been avoided even if all reasonable precautions had been taken.

7.2 itravel has determined the following compensation flat rates by taking into account the time between the declaration of withdrawal and the start of the trip, as well as the expected savings of expenses and the expected acquisition through other uses of the travel services. The compensation is calculated according to the time of receipt of the declaration of withdrawal as follows with the respective cancelation scale.

Flight package tours:

- up to 31 days before departure - 20% per person of the respective price paid for the trip;
- from 30 to 25 days before departure - 40% per person of the respective price paid for the trip;
- from 24 to 18 days before departure - 50% per person of the respective price paid for the trip;
- from 17 to 11 days before the start of the journey - 60% per person of the respective price paid for the trip;
- from 10 to 3 days before the beginning of the journey - 80% per person of the respective price paid for the trip;
- from 2 days to 1 day before departure - 90% per person of the respective price paid for the trip;
- the minimum is always 50 €.

Travel packages, individual bookings:

Only flights or building block flights: From booking date, always 100% of the price paid for the trip.

Hotels, round trips, experiences:

- Up to 30 days before departure - 40% per person of the respective price paid for the trip;
- from 29 to 22 days before departure - 55 % per person of the respective price paid for the trip;
- from 21 to 15 days before the start of the journey - 60% per person of the respective price paid for the trip;
- from 14 to 8 days before the start of the journey - 70 % per person of the respective price paid for the trip;

- from 7 to 4 days before the start of the journey - 80% per person of the respective price paid for the trip;
- from 3 to 1 day before departure - 90% per person of the respective price paid for the trip;
- day of departure or no-show - 100 % per person of the respective price paid for the trip;
- the minimum is always 50 €.

Holiday houses/apartments:

- Up to 61 days before departure - 40 % per person/house or apartment of the price paid for the trip;
- from 60 to 35 days prior to departure - 60% per person/house or apartment of the price paid for the trip;
- from 34 to 3 days before departure - 90 % per person/house or apartment of the price paid for the trip;
- from the 2nd day before the start of the journey or non-occurrence - 100 % per person./house or apartment of the price paid for the trip;
- but always at least 50 €.

Car rental:

- Up to 3 days before the start of the rental period - 50% per person/rental value of the price paid for the trip;
- on the 2nd day before the start of the rental period - 80% per person/rental value of the price paid for the trip;
- date of commencement/non-acceptance of the rental car 100% - per person per rental of the price paid for the trip;
- the minimum is always 50 €.

Tickets for events, sporting events, musicals, etc.: always 100% of the travel price.

Cruises, holiday arrangements, and special or theme trips:

- Up to 60 days before departure - 20% per person of the price paid for the trip;
- from 59 to 31 days before departure - 25% per person of the price paid for the trip;
- from 30 to 22 days before departure - 50% per person of the price paid for the trip;
- from 21 to 15 days before departure - 60% per person of the price paid for the trip;
- from 14 days to 1st day before departure - 80% per person of the price paid for the trip;
- Day of departure or no-show - 100 % per person of the price paid for the trip;
- the minimum is always 50 €.

7.3 You or the person replacing you are at liberty to prove that itravel did not incur any costs at all or that the charges were significantly lower than the (flat-rate) costs.

7.4 In deviation from the flat rate mentioned in 7.1 of these terms and conditions, we reserve the right to demand a higher, specific compensation if we can prove that significantly higher expenses than the applicable flat rates have been incurred. In this case, we are obliged to specifically quantify and substantiate the compensation demanded, taking into account the expenses saved and any other use of the travel services.

7.5 Cancellation fees are also payable if a travel participant does not arrive on time at the respective departure airport or place of departure at times stated in the travel documents; or if the journey is not commenced due to the absence of the travel documents, i.e., passport or necessary visas, for which the service provider is not responsible.

7.6 If itravel is obliged to reimburse the price as a result of a cancellation, we have to pay immediately, but in any case within 14 days after receipt of the cancellation notice.

7.7 In connection with the possible cancellation, we strongly advise you to take out travel insurance. Travel insurance is not included in the general service price of the journey.

7.8 If you do not make use of individual travel services that are properly offered to you as a result of an early return journey or for other compelling reasons, there is no entitlement to a pro-rata refund of the price paid for the trip. In such cases, however, we will make every effort to request reimbursement of the expenses saved from the service providers on site. There is no claim to reimbursement. In connection with the possible premature interruption of a journey, we recommend that you take out travel insurance.

7.9 Your legal right to provide a replacement participant according to § 651 e BGB remains unaffected by the aforementioned conditions. Irrespective of the amount of compensation concerning the costs incurred for the trip not taken, we are entitled to charge a handling fee of € 50.00 per person for the additional effort in the event of cancellation of a trip.

8. Rebooking

8.1 After the conclusion of the contract, the Customer has no claim to changes regarding the travel date, destination, place of departure, accommodation, meals, mode of transport, or other services (rebooking). This does not apply if the rebooking is necessary because itravel did not provide any, insufficient, or false pre-contractual information according to article 250 § 3 EGBGB (Introductory Act to the German Civil Code) to the traveler. In this case, the rebooking is free of charge.

8.2 Should you have any requests for rebooking, if its execution is possible at all, rebooking can only be carried out after withdrawal from the Travel Contract according to section 7.1 to 7.9 under the corresponding conditions and simultaneous re-registration. This does not apply to rebooking requests that only incur minor costs.

8.3 We are entitled to charge you a processing fee of € 50.00 per person for the additional effort of the rebooking.

9. Withdrawal due to failure to reach the minimum number of participants

9.1 itravel can withdraw from the Travel Contract if a minimum number of participants is not reached according to the following regulations:

- The minimum number of participants and the latest date on which you received itravel's withdrawal declaration must be stated in the respective pre-contractual information.
- itravel has to state the minimum number of participants and the latest date of receipt of the withdrawal declaration by itravel in the booking confirmation.
- itravel is obliged to inform you immediately about the cancelation of the trip if it is clear that the trip will not be carried out due to not reaching the minimum number of participants.
- A withdrawal from itravel later than the following time frames is not permissible:
 - a) 20 days prior to departure for a journey of more than 6 days
 - b) Seven days for a journey of two days minimum and six days maximum
 - c) 24 hours before the start of the journey if the journey lasts less than 2 days

9.2 If the journey is not carried out for this reason, you will of course receive a refund for payments made toward the price paid for the trip immediately.

10. Service not used

If you do not make use of individual travel services that were duly offered to you for reasons that are attributable to you (e.g. due to an early return journey or other compelling reasons), you are not entitled to a proportional refund of the price paid for the trip. However, we will of course endeavor to obtain reimbursement of the expenses saved from the service providers. This obligation does not apply if the services in question are completely insignificant or if a refund is contrary to legal or official regulations.

11. Termination for reasons of conduct

itravel can cancel the Travel Contract without notice if the Traveler, despite a warning from us, causes a lasting disturbance or if the Traveler behaves in such a way that the immediate cancelation of the contract is justified. This does not apply if the behavior contrary to the contract is causally based on a violation of itravel's duty to inform. If itravel cancels the contract, we keep the claim to the travel price. The expenses saved as well as benefits gained from other use of the unused services, including any amounts credited by the service providers, will be offset.

12. Obligation of the Traveler to Cooperate / Notification of Defects

12.1 Irrespective of the payment method, you are obliged to carry out a comprehensive check of the correctness and completeness of the transfer confirmation or debit of the credit card account upon receipt. Any discrepancies must be reported to us in writing without delay. If this is not done, the right to withdraw from the contract on the basis of the unnotified

discrepancy shall lapse, provided that you were specifically informed of this in the booking confirmation.

12.2 You must immediately check the booking confirmations issued to you by each service provider, flight tickets, hotel and rental car vouchers, visas, insurance policies, and other travel documents for completeness, correctness and, in particular, for conformity with the booking.

12.3 If the trip is not free of travel deficiencies, the Traveler can demand redress.

12.4 If itravel was unable to remedy the situation due to a culpable omission of the notification of defects, the Traveler can neither claim a reduction of the travel price according to § 651 m BGB nor compensation for damages according to § 651 n BGB.

12.5 The Traveler is obliged to immediately notify the representative on site of the defect. If a local representative of itravel is not available and not contractually owed, possible travel defects have to be reported to itravel under the following contact details, to the attention of the Fulfillment Department:

Phone: 0049 (0) 221 - 534 109 0

Fax: 0049 (0) 221 - 534 109 70

e-mail: info@itravel.de

12.6 The local representative of itravel is charged to provide remedy if possible. However, you are expressly informed that you are not authorized to acknowledge claims or decide on reimbursements on our behalf. Please always contact us directly.

12.7 If the Customer/Traveler wishes to cancel the Travel Contract due to a travel defect of the kind described in § 651 i para. 2 BGB (German Civil Code), the Traveler must first allow itravel a reasonable period of time to provide redress if it is substantial. This only does not apply if redress is refused by itravel or if immediate and involuntary redress is necessary.

13. Limitation of Liability

13.1 itravel's contractual liability for damages that do not result from injury to life, body or health and are not culpably caused is limited to three times the price paid for the trip. Possible additional claims according to the Montreal Convention or the German Air Traffic Act remain unaffected by this limitation of liability.

13.2 itravel is not liable for service disruptions, personal injury, or property damage in connection with services that are merely brokered as external services (e.g. brokered excursions, sports events, theatre visits, exhibitions, etc.) if these services are explicitly marked as external services in the travel description and confirmation, stating the identity and address of the brokered contracting partner, in such a clear way that the Traveler can see that they are not part of the itravel tour and were selected separately. This does not affect §§ 651 b, 651 c, 651 w and 651 y BGB.

13.3 However, itravel is liable if and in so far as your damage is caused by a violation of itravel's information, education, or organization obligations.

13.4 You are responsible for your participation in sports and other holiday activities. You should always check sports facilities, equipment, and vehicles before using them. itravel is only liable for accidents that occur during sports events and other holiday activities if we are at fault. In this context, we recommend that you take out insurance to cover repatriation costs in the event of accident, illness, or death.

14. Assertion of claims, addressee

Claims according to § 651 i paragraph 3 No. 2, 4 - 7 BGB have to be asserted by you or the traveler against itravel. itravel recommends that you file your claim in writing.

15. Duty to inform the identity of the operating airline

15.1 The EU regulation on informing passengers about the identity of the operating airline obliges itravel to inform you about the identity of the operating airline of all air transport services to be provided within the framework of the trip booked at the time of booking.

15.2 If the operating airline is not yet known at the time of booking, itravel is obliged to inform you of the airline or airlines that will probably operate the flight.

15.3 As soon as itravel knows which airline will operate the flight, itravel must inform you.

15.4 If the airline indicated to you as the operating airline changes, itravel has to inform you about the change. itravel must immediately take all reasonable steps to ensure that you are informed of the change as soon as possible. The "Black List" is available on the following website: http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm.

16. Passport, visa, and health requirements

16.1 itravel will inform citizens of a state of the European Union in which the tour is offered about passport, visa, and health regulations before the conclusion of the contract as well as about possible changes to these regulations before the start of the tour. For citizens of other countries, the consulate responsible will provide information. It is assumed that the Traveler does not present any particularities such as dual nationality or statelessness.

16.2 You are responsible for obtaining and carrying the officially required travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from failure to comply with these regulations, e.g. payment of cancelation fees, shall be borne by you. This does not apply if itravel has not, insufficiently or incorrectly informed you.

16.3 itravel is not liable for the timely issue and receipt of necessary visas by the respective diplomatic channels if you have commissioned us to procure them, unless itravel has culpably breached its own obligations.

17. Travel insurance

itravel will gladly arrange insurance coverage for your trip. It is recommended that you take out a trip cancellation/trip interruption insurance and an insurance to cover repatriation costs in case of accident or illness.

18. Alternative dispute resolution, choice of law and place of jurisdiction

18.1 With regard to the Consumer Dispute Resolution Act, itravel points out that itravel does not participate in voluntary consumer dispute resolution. In case a consumer dispute resolution becomes mandatory for itravel after these travel conditions have been withdrawn, itravel will inform the consumers about this in an appropriate way. itravel refers to the European online dispute resolution platform https://ec.europa.eu/commission/index_en for all travel contracts concluded via electronic legal transactions.

18.2 For you and travelers, as long as they are not citizens of a member state of the EU or Swiss citizens, the validity of German law is exclusively agreed upon for the entire legal and contractual relationship. Such customers can only be sued at their place of business.

18.3 For legal actions against itravel, customers, or contractual partners of the Travel Contract who are merchants, legal entities under public law, or persons who have their domicile or usual place of residence abroad or whose domicile or usual place of residence is unknown at the time the lawsuit is filed, the place of jurisdiction is agreed to be Cologne.

18.4 The invalidity of individual provisions of the Travel Contract or these General Terms and Conditions of Travel shall not result in the invalidity of the entire Travel Contract.

19. Your travel agent

itravel GmbH
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50968 Cologne
Phone: 0049 221 534 109 0
fax: 0049 221 534 109 700
CEO: Axel Schmiegelow

County court Cologne
Commercial register number: HRB 32279
Tax number: DE 219 5820 2709

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