

1. Conclusion of contract

The Purchaser can order the travel services either in writing or by telephone. The Purchaser orders the travel services for all mentioned travel participants.

The contract shall be concluded following written confirmation by Poppe Reisen GmbH & Co. KG.

2. Payment

A deposit of 20% of the total booked amount is payable with the conclusion of the contract. With the written confirmation of Poppe Reisen you will be presented with a security certificate (for the payment in case of insolvency).

The final payment has to be credited to Poppe Reisen GmbH & Co. KG account at the latest 14 days prior to the departure date.

3. Services

The extent of the services provided by Poppe Reisen GmbH & Co. KG is solely limited to the description of such services in the travel programme and the written order confirmation by Poppe Reisen GmbH & Co. KG. Any additions or changes to these services require a written confirmation by Poppe Reisen GmbH & Co. KG in order to be binding.

4. Changes of services and prices

4.1 Poppe Reisen GmbH & Co. KG reserves the right to change services according to the offered travel programme provided that the changes are not substantial and have not been caused or contributed to by Poppe Reisen GmbH & Co. KG.

4.2 Poppe Reisen GmbH & Co. KG reserves the right to forward price increases to the purchaser in case of unforeseen price increases such as increase of VAT or fuel price increases, airport or harbour fees or changes in exchange rates increase the price accordingly. This is also valid when VAT-law changes in line with a harmonizing of the EU laws. In case of a price increase the tour operator has to inform the purchaser immediately. Price increases from the 20th day prior to departure are ineffective. The purchaser has the right to withdraw from the contract free of charge if the price increase is more than 8%. The purchaser has the same rights in case of price reductions due to the above mentioned reasons.

5. Cancellation by the purchaser

The purchaser or any of the travel participants can cancel the booked services any time prior to departure. The cancellation should be announced in writing. The date of the receipt of the written cancellation is the basis for calculating the applicable cancellation deadline. Rebookings apply as cancellations with subsequent new order.

The following cancellation fees apply per enrolled participant:

Until 90 days prior to departure: 10% of all booked services

Until 60 days prior to departure: 45% of all booked services

Until 30 days prior to departure: 60% of all booked services

Until 7 days prior to departure: 80% of all booked services, in case of individually organised arrival at destination 90% of all booked services.

From 6 days prior to departures: 90% of all booked services

Event Tickets can only be refunded in case of resale. A handling fee of 10 % applies. On demand of the purchaser Poppe Reisen GmbH & Co. KG has to justify the amount of the compensation charged.

6. Cancellation by the tour operator

Poppe Reisen GmbH & Co. KG reserves the right to withdraw from the contract in the following cases:

a) no time deadline is necessary

if the travel participant disturbs the tour regardless of a warning by the tour operator or behaves contrary to contract

b) until 2 weeks prior to departure

if the minimum number of participants stated on the travel programme was not reached. In this case the client will be informed immediately and the deposits will be credited in full.

7. Travel insurances

We recommend to get travel insurance in due time. In case of a cancellation by the purchaser due to reasons such as disease, loss of work or death of family members travel insurances reimburse large parts of the cancellation costs.

8. Obligations of Poppe Reisen GmbH & Co. KG

8.1 Poppe Reisen GmbH & Co. KG shall only be liable for:

1. careful preparation of service details,
2. the selection of the service provider,
3. the accuracy of the description of the services
4. the fulfilment of the services described in the contract

8.2 The tour operator is liable for fault of a service provider.

9. Limitation of Liability

9.1 The liability of the tour operator for contractual claims - with the exception of physical injury - is limited to the maximum amount of three times the travel price,

- 1) if the damage to the passenger is not caused by intent or gross negligence or
- 2) if the tour operator is responsible for the damage caused to the purchaser only through the fault of a service provider.

9.2 The tour operator is not liable for any default in connection with services that are mediated as external services (eg sports events, theater performances, exhibitions, etc.) and which are marked as external services in the tour description, except if such disruptions are based on a culpable performance caused by the tour operator in the line of the mediation.

9.3 If the tour operator has the position of a contracting air carrier, then the liability is governed by the provisions of the Aviation Act in connection with international agreements of Warsaw, The Hague, Guadalajara and the Montreal Agreement (only for flights to U.S. and Canada). The Warsaw Convention in most cases limits the liability of the carrier for death or personal injury and for loss or damage to baggage.

10. Obligations of the purchaser

The purchaser undertakes to keep to a minimum any possible losses caused by any changes and/or interruptions in the services to be provided. It is the duty of the purchaser to immediately notify the office of Poppe Reisen of any complaints and to obtain confirmation in writing detailing the failure of performance of particular services.

11. Passport, Visa, Customs, Foreign Exchange and Health Regulations

11.1 We are obliged to inform citizens of the EU of passport visa customs, foreign exchange and health regulations before the conclusion of the contract. Citizens of other countries should contact the applicable consulate.

11.2 The purchaser shall be responsible to procure that its customers/guests comply with any of the above named regulations as applicable. Disadvantages or charges caused by not complying with any of the above named regulations such as cancellation fees will have to be borne by the purchaser.

12. Event tickets

The tour operator acts as an agent in regards to event tickets which are included in the offered travel programme. Therefore the tour operator is not liable for the realisation of such an event. Specific cancellation conditions for event tickets apply (see number 5)

13. General Terms

The legal regulations of the German Travel Contract Law §§ 651 a ff. BGB apply.

All claims will lapse within two years after the contracted end of the travel.

Claims for compensation due to unlawful act will lapse within three years according to § 852 BGB.

Should any of these contractual conditions be held unenforceable or be ineffective this shall not affect the validity of the remainder of the contract. The parties undertake to replace the ineffective conditions by another one which has as far as possible the same effect of the original ineffective provision.

This contract is subject to German law and the jurisdiction of the German Courts.

Tour Operator

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Standard form for providing the traveller with information on package travel in accordance with § 651a of the BGB (German Civil Code).

The combination of travel services offered to you constitutes package travel within the meaning of Directive (EU) 2015/2302.

You may therefore claim all EU rights that apply to package travel. The tour operator **Poppe Reisen GmbH & Co. KG** bears full responsibility for the proper execution of the entire package travel. Additionally, as required by law, **Poppe Reisen GmbH & Co. KG** has safeguards in place to refund your payments and, where transport is included in the package travel, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302

- Travellers shall receive all relevant information on the package before the conclusion of the package travel contract.
- At least one contractor is always liable for the proper provision of all travel services included in the contract.
- Travellers shall be given an emergency telephone number or contact details of a contact point through which they can contact the tour operator or travel agent.
- Travellers may transfer the package to another person within a reasonable time and possibly at additional cost.
- The price of the package may only be increased if certain costs (e.g. fuel prices) increase and if this is expressly provided for in the contract, and in any event no later than 20 days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveller has the right to a price reduction if the corresponding costs are reduced.
- Travellers may withdraw from the contract without payment of a cancellation fee and shall be reimbursed in full all payments if any of the essential elements of the package other than the price is substantially altered. If the operator responsible for the package cancels the package before its commencement, travellers shall be entitled to reimbursement and, in certain circumstances, compensation.
- In exceptional circumstances, travellers may withdraw from the contract without paying a cancellation fee before the start of the package, for example if there are serious security problems at the destination which are likely to affect the package.
- In addition, travellers may withdraw from the contract at any time before the start of the package tour against payment of a reasonable and justifiable cancellation fee.
- If, after the package tour has commenced, essential elements of the package tour cannot be carried out as agreed, the traveller shall be offered appropriate other precautions at no additional cost. The traveller can withdraw from the contract without paying a cancellation fee (in the Federal Republic of Germany this right is called "termination") if services are not provided in accordance with the contract and this has considerable effects on the provision of the contractual package tour services and the tour operator fails to remedy the situation.
- The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or not provided properly.
- The tour operator will assist the traveller if he is in difficulty.
- In the event of the insolvency of the tour operator or, in some Member States, of the travel agent, payments are refunded. If the insolvency of the tour operator or, if relevant, of the travel agent occurs after the package tour has commenced and the carriage is part of the package tour, the return carriage of the passengers shall be guaranteed. **Poppe Reisen GmbH & Co. KG** has concluded insolvency insurance with **R+V Allgemeine Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Tel.: +49 611 533-5859** if they are denied benefits due to the insolvency of **Poppe Reisen GmbH & Co. KG**. Website containing the Directive (EU) 2015/2302 as transposed into national law: www.umsetzung-richtlinie-eu2015-2302.de.

Information on data protection in the context of a travel booking or other services

Responsible for data collection

Poppe Reisen GmbH & Co. KG
Wilhelm-Theodor-Römheld-Str. 14
55130 Mainz
Deutschland
Tel.: 06131 270 66-0
Email: info@poppe-reisen.de
Website: www.poppe-reisen.de

Data protection officer:
Anja Junker
Tel.: 06131 270 66-32
Email: datenschutz@poppe-reisen.de

Data collected / Purposes / Storage period

In the context of a travel booking or other service (e.g. visa creation, travel insurance) we collect and process various personal data from you. We require all personal data requested by us, with the exception of voluntary information in fields such as "special requests", in order to be able to register you for the trip or service you have chosen. A contract cannot be concluded without this information.

Your data will be required for the registration and execution of the trip and processed for this purpose in accordance with Art. 6 Para. 1 S. 1 lit. b) GDPR.

In this context, your data may be forwarded to the individual service providers (bus/train/ship travel companies, airlines, hotels, tour guides, travel insurance companies, visa offices, etc.). Depending on the destination, these service providers may also be located in third countries.

If you pay for the trip by credit card, data will also be exchanged with the credit card company. Your data will be collected by us and stored centrally. The server on which the data is stored is hosted by an external service provider. The corresponding data processing is necessary for the fulfilment of the contract and is based on Art. 6 Para. 1 S. 1 lit. b) GDPR.

We store your data for the purpose of fulfilling the contract until the trip is completed. Until then the processing of your data is necessary for the fulfilment of the contract and is based on Art. 6 Para. 1 S. 1 lit. b) GDPR. We then store your data until the statutory limitation periods expire. We have a justified interest in the corresponding processing of your data, which already results from Art. 17 para. 3 lit. i) GDPR. The corresponding data processing is based on Art. 6 para. 1 sentence 1 lit. f) GDPR. Even after the statutory limitation periods have expired, we will retain your data for the duration of the tax retention periods. We are legally obliged to store the data accordingly. Data processing is therefore based on Art. 6 Para. 1 S. 1 lit. c) GDPR.

If you have requested to receive our newsletter, we will use your e-mail address to send you the newsletter you have subscribed to. The corresponding data processing is based on your consent in this respect and thus on Art. 6 A. 1 lit. a) GDPR. You can revoke your consent at any time. In addition, you can unsubscribe from the newsletter at any time by clicking on the link contained in each newsletter.

For the purpose of quality control, we will send you a feedback form after the trip has been completed. The completion of this questionnaire and the indication of your name are completely voluntary. You can object to the questionnaire being sent to you at any time.

Even without consent, we are permitted to send you advertising for our own similar offers, because we have an entrepreneurial interest in advertising our own products. The corresponding data processing is based on Art. 6 Para. 1 S. 1 lit. f) GDPR. We store your data for these purposes as long as we have no revocation of your consent or an objection against the processing of your data for the purpose of direct advertising.

Your Rights

If personal data is processed by you, you are the data subject within the meaning of the DSGVO and you are entitled to rights vis-à-vis the person responsible.

Thus, you have the right to obtain information about the personal data stored by us at any time. Furthermore, you also have the right to transferability, correction or deletion as well as to restriction of the processing of your data. You can also object to the processing of your data at any time. A detailed overview can be found in our complete data protection declaration in chapter "IX. Rights of the person concerned".

Our complete data protection declaration can be sent to you on request.

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