

Terms & Conditions

These terms and conditions of business apply to end users (“customer” or “traveller”) in respect of all trips run by Lernidee Erlebnisreisen GmbH

1. Registration; booking confirmation

By registering, the customer makes an offer to Lernidee Erlebnisreisen GmbH to enter into a travel contract. Upon acceptance, which requires no particular form, the contract is also binding upon Lernidee Erlebnisreisen GmbH. When the contract is entered into, or immediately thereafter, Lernidee Erlebnisreisen GmbH shall give the customer a written booking confirmation. If there is any variation between what is stated in the booking confirmation and the customer’s registration form, this shall be expressly referred to in the booking confirmation. Lernidee Erlebnisreisen GmbH is bound by this new offer for 10 days. The contract comes into effect on the basis of this new offer if the customer declares his/her acceptance of it within 10 days.

2. Payment; dispatch of travel documents

2.1 Lernidee Erlebnisreisen GmbH is permitted to take payments towards the travel price prior to the end of the trip only against delivery of a risk coverage certificate within the meaning of section 651 k para. 3 of the German Civil Code (Bürgerliches Gesetzbuch). This applies also in respect of deposits.

2.2 After receipt by the customer of the booking confirmation and the invoice, a deposit is due: Deposit amounts may vary dependant on the tour and cabin type. The deposit amounts are indicated for each tour in the pricing section, but may be subject to change.

The full balance must be received by Lernidee Erlebnisreisen GmbH 60 days prior to commencement of the trip. Payments must be made to Lernidee Erlebnisreisen GmbH to be effective in discharging the debt. Payments by cheque will only be accepted if the cheque arrives with Lernidee Erlebnisreisen GmbH no later than 15 days prior to commencement of the trip and is credited to the account of Lernidee Erlebnisreisen GmbH no later than 7 days after being presented to the drawee bank. The trip is accordingly only paid for in full when the agreed travel price has been credited to the account of Lernidee Erlebnisreisen GmbH.

3. Travel formalities; responsibility of the traveller

3.1 The traveller is responsible personally for compliance with passport, visa, customs, foreign exchange and health regulations. Any detriment suffered by the traveller as a result of non-compliance with these regulations shall be the traveller’s responsibility, even if

these regulations should be changed after the booking. If the entry regulations of individual countries should not be observed by the traveller or if a visa is not issued to the traveller in time so that the traveller is thereby prevented from participating in the trip, Lernidee Erlebnisreisen GmbH can charge the traveller with the corresponding cancellation fees as per 5.1. Fees charged by consular offices for the processing of visa applications are not included in the package price. The charges stated in the brochure are applicable in respect of German participants. Rates for nationals of other countries can be notified on request.

3.2 Lernidee Erlebnisreisen GmbH guarantees that travellers who are citizens of a country belonging to the EU shall have been informed about the relevant passport, visa, customs, foreign exchange and health regulations prior to the contract being entered into. Lernidee Erlebnisreisen GmbH shall notify travellers without delay about any subsequent changes. Any detriment suffered by the traveller as a result of non-compliance with these regulations shall be the traveller's responsibility unless it is caused intentionally or negligently by Lernidee Erlebnisreisen GmbH through absence of information or deficient information.

3.3 Lernidee Erlebnisreisen GmbH is not responsible for the timely issue and receipt of requisite visas through the relevant diplomatic mission unless Lernidee Erlebnisreisen GmbH is responsible for the delay.

4. Services; price changes

4.1 Services due

The nature and extent of the contractual services are as described in the itinerary and description of travel services (brochure), in the particulars contained in the booking confirmation making reference to the brochure information and the additional agreements contained in the booking confirmation, and agreed special requests by the customer. The information contained in the brochure is binding upon Lernidee Erlebnisreisen GmbH.

4.2 Changes to tour services

Lernidee Erlebnisreisen GmbH does, however, expressly reserve the right to change the brochure information prior to the contract being entered into, but the traveller will, of course, be informed prior to booking. Additional agreements altering the contractual services may be made after the contract has been entered into. They shall be immediately confirmed in writing by Lernidee Erlebnisreisen GmbH. Lernidee Erlebnisreisen GmbH may make variations or changes to individual travel services from what has been contractually agreed in the travel contract as long as the variations are not substantial and are reasonable for the customer.

4.3 Reservation in respect of availability

Lernidee Erlebnisreisen GmbH is entitled to decline to perform the travel services wholly or partially if and insofar as the promised service is not available (for example, in the case of overbooking, cancellations by partner service providers etc.). In this event Lernidee Erlebnisreisen GmbH is obliged to inform the customer immediately about the non-availability of the service and refund the travel price for the non-performable service to the customer without delay.

4.4 Price changes

Lernidee Erlebnisreisen GmbH can make a subsequent change to the agreed travel price if there is a period of more than 4 months between the booking confirmation and the contractually scheduled date of commencement of the trip and the price increase is due to an increase in transport costs or in the contribution for port or airport charges. A change to the travel price is, however, only permissible if and insofar as the cost increases specified arose after the contract was entered into. The price change shall be made to the extent to which the changes related to the respective trip have an effect per person on the travel price. Changes in the travel price are, however, only permissible if the claim to make a change is received by the customer by the 21st day prior to commencement of the trip; thereafter no claim can be made. Lernidee Erlebnisreisen GmbH undertakes to let the customer know without delay about any changes to the travel price or any substantial change to a material travel service. In the event of a price increase of more than 5 % or of a substantial change to a material travel service, the customer is entitled to withdraw from the contract without having to pay compensation or to ask to participate in another trip of equal value if Lernidee Erlebnisreisen GmbH is in a position to offer this from its range of trips without additional cost. The customer must claim this right from Lernidee Erlebnisreisen GmbH immediately after announcement of the changes by Lernidee Erlebnisreisen GmbH.

5. Cancellation by the customer; cancellation charges

5.1 The customer can withdraw from a confirmed trip up until commencement of the trip. If the customer withdraws from the trip or if he/she does not embark upon the trip he/she must pay Lernidee Erlebnisreisen GmbH an amount in compensation. The level of compensation is calculated in accordance with the agreed travel price, from which are to be deducted savings in expenses and savings which Lernidee Erlebnisreisen GmbH makes from third party use of the travel services. Lernidee Erlebnisreisen GmbH is entitled to express the compensation claim as a flat rate amount as follows.

Cancellation Conditions for All Journeys

- Up to 92 days prior to departure: 15% of total price
- Between 91 and 42 days prior to departure: 45% of total price
- Between 41 and 11 days prior to departure: 80% of total price
- 10 or fewer days prior to departure or no-show: 90% of total price

5.2 The right is reserved to the customer to prove to Lernidee Erlebnisreisen GmbH that the losses arising as a result of his/her cancellation and the associated shortfall in the travel price is less in reality than the flat rate compensation claim or that no loss has occurred at all.

5.3 Up until commencement of the trip the customer can request that a third party takes over the rights and obligations under the contract instead of him/her. Lernidee Erlebnisreisen GmbH can refuse the substitution of the third party if the latter does not satisfy the specific trip requirements or if his/her participation contravenes statutory regulations or official directives. In the event of a substitution the third party and the original customer are jointly liable for the travel price and the additional costs arising as a result of the substitution.

6. Cancellation and termination by the tour operator

The tour operator can withdraw from the travel contract prior to commencement of the trip or terminate the travel contract after commencement of the trip in the following cases:

6.1 Lernidee Erlebnisreisen GmbH can terminate the travel contract for good cause without observing a notice period prior to commencement of the trip and also during the trip. Tour leaders and local representatives of Lernidee Erlebnisreisen GmbH are authorised to declare that the contract is terminated. Good cause exists in particular if the participant does not satisfy previously notified special travel requirements or if the participant's behaviour continually disrupts or jeopardises the trip and despite warning the customer's behaviour is not remedied or cannot be remedied. In the event of termination in these circumstances Lernidee Erlebnisreisen GmbH retains a claim to the travel price, but must credit the value of savings on services and of benefits achieved by third party use of the travel services not utilised.

6.2 Lernidee Erlebnisreisen GmbH is entitled to withdraw from the contract if the customer has not paid the travel price 10 days prior to commencement of the trip at the latest, contrary to his/her obligations under No. 2. In this case the customer is obliged to pay Lernidee Erlebnisreisen GmbH a sum in accordance with the provision contained in No. 5.1

as compensation unless at this point in time a significant deficiency in the trip already exists. The provision contained in No. 5.2 is applicable.

6.3 Minimum number of participants

A minimum number of participants, which is stated in each case in the trip description and which is to be notified again to the customer in the booking confirmation, is necessary for the running of group trips. If this number should not be achieved, Lernidee Erlebnisreisen GmbH can withdraw from the contract up to 2 weeks prior to commencement of the trip. As soon as this circumstance exists, Lernidee Erlebnisreisen GmbH shall inform the customer without delay. The travel price paid shall then be immediately repaid by Lernidee Erlebnisreisen GmbH.

7. Force majeure

Lernidee Erlebnisreisen GmbH can withdraw from the travel contract in the case of unforeseeable circumstances amounting to force majeure if the trip would be thereby significantly impeded, jeopardised or prejudiced. In this case the traveller is also permitted to cancel the contract. If the contract is terminated, Lernidee Erlebnisreisen GmbH can claim reasonable compensation for the travel services provided or still to be provided on termination of the trip. The tour operator is furthermore obliged to take the necessary measures, especially if the contract includes return transport, to assure the customer's return to his/her home destination. The additional costs for the return transport shall be borne by the parties to the extent of one half each. In other respects additional costs are the responsibility of the traveller.

8. Liability for deficiencies

8.1 Insofar as nothing to the contrary is agreed, the rights of the customer in respect of any deficiencies in the trip are governed by the applicable statutory provisions.

8.2 If the customer terminates the travel contract because of a deficiency and it later emerges that the termination was unlawful, he/she has to bear the additional costs occasioned by the termination, in particular for the necessary transport measures.

8.3 Duty to co-operate

In the event of problems with the provision of services, the traveller is obliged within the scope of the applicable statutory provisions (section 254 German Civil Code) to co-operate in order to prevent or to minimise possible losses. In this connection the traveller is, in particular, obliged to bring any risk of loss to the attention of the local tour management or Lernidee Erlebnisreisen GmbH using the contact address given to him/her and to do everything necessary and reasonable for him/her in order to prevent a loss occurring or to minimise its effects. The expenses necessary in this regard shall be immediately

reimbursed to him/her by Lernidee Erlebnisreisen GmbH. A breach of the traveller's obligation to minimise losses shall result in the loss of his/her claims in respect of deficiencies to the extent that the breach was the cause or a contributory cause of the loss occurring.

9. Restrictions on liability

9.1 The tour operator's contractual liability for non-physical loss or damage is limited to three times the amount of the travel price – insofar as the traveller's loss is not caused wilfully or through gross negligence or – insofar as the tour operator is responsible for the loss incurred by the traveller solely on the account of the negligence of a service provider.

9.2 For all compensation claims brought against the tour operator on the grounds of actionable tort which are not based on intentional acts or gross negligence, the tour operator is liable only up to the sum of € 4.100 for damage to property; if this sum exceeds three times the amount of the travel price, liability for damage to property is limited to three times the amount of the travel price. This maximum liability sum applies in each case per traveller and trip.

9.3 If international agreements or legal regulations based on such international agreements apply in respect of a travel service to be provided by a service provider in accordance with which a claim for compensation only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, Lernidee Erlebnisreisen GmbH can also plead this in relation to the customer.

9.4 If the tour operator is in the capacity of a contractual air carrier, liability is regulated in accordance with the provisions of the civil aviation law in conjunction with international treaties, specifically the Warsaw, The Hague, Guadalajara and Montreal Agreements (the latter only in respect of flights to the USA and Canada). As a rule these treaties limit the liability of the air carrier in respect of death or personal injury, as well as in respect of baggage losses or damage. Insofar as the tour operator is the service provider in other cases, it is liable in accordance with the applicable regulations. If, in relation to sea voyages, the tour operator is in the capacity of a contractual shipowner, liability is also regulated in accordance with the provisions of the German Commercial Code (Handelsgesetzbuch) and the German Inland Waterways Law (Binnenschiffahrtgesetz).

9.5 Outside services

The tour operator is not liable for service problems involving services which it has merely negotiated as outside services. In general, outside services are those services that the traveller books and pays for directly with another operator locally and also those services that are specifically indicated in the travel documentation as being outside services and

which are actually provided as such. The exclusion of liability in no event relates to the central travel services due in accordance with the contract, such as transport to the individual travel destinations and accommodation.

9.6 Exclusion of claims and limitation of actions

Contractual claims on account of deficiencies in the provision of the travel services must be asserted by the traveller against the tour operator within one month of the contractually stipulated date for the end of the trip. Once this time limit has expired, the traveller can only assert claims if he/she was prevented from complying with the time limit through no fault of his/ her own. Contractual claims by the traveller on account of defective travel services (sections 651 c to 651 f German Civil Code) become time-barred within one year. The period of limitation commences on the next working day following the day on which the trip should have ended.

10. Final provisions

The invalidity of individual provisions of the contract does not result in the invalidity of the whole contract. For lawsuits by the traveller against Lernidee Erlebnisreisen GmbH the place of jurisdiction is Berlin. For lawsuits by Lernidee Erlebnisreisen GmbH against the traveller, the place of residence of the traveller determines the place of jurisdiction unless the lawsuit is directed against registered merchants or persons who have no general place of jurisdiction in Germany or persons who moved their usual residence abroad after the contract was entered into or whose place of residence is not known at the time when the legal action is raised. In this case the place of jurisdiction is the place where the registered office of Lernidee Erlebnisreisen GmbH is situated, namely Berlin-Schöneberg.

Lernidee Trains & Cruises | Kurfürstenstrasse 112 | 10787 Berlin | Germany
[+49 30 78 60 00 33](tel:+493078600033) | Mo.–Fr. 09:00–18:30 CET | contact@trains-and-cruises.com