



Standard Terms and Conditions of Business

The following provisions form the framework of the contractual relationship between you and MusikReisenFaszination, proprietor Peter Laskowski, (referred to below as "MRF").

1. Conclusion of the travel contract

1.1. You make a binding offer to conclude the travel contract when MRF receives the travel contract form signed by you. At the same time, you accept MRF's Standard Terms and Conditions of Business. The travel contract is concluded when you receive the travel contract countersigned by MRF (travel confirmation).

1.2. If you are not travelling alone, but with other tour members, you shall be deemed to act in the name and on behalf of the other tour members and these shall also be parties to the contract with you.

1.3. All agreements and collateral agreements shall be set down in writing. Any agreed special requests shall be recorded in the travel contract.

1.4. If, after conclusion of the travel contract, you become interested in other services (e.g. locally), MRF shall be pleased to act as an intermediary. In such cases, however, MRF's activities shall be exclusively limited to arranging the services. Any contract with the relevant event organiser/service provider shall be entered directly by you in your own name. MRF shall not be liable for any defective performance within the framework of your contractual relationship with the other event organiser/service provider.

2. Payment of the tour price

2.1. A deposit of 20% of the tour price per participant shall be paid after the conclusion of the travel contract and receipt of the secured payment certificate (Sicherungsschein). If the secured payment certificate has been received and MRF can no longer withdraw from the contract pursuant to Clause 6.1 due to non-attainment of the minimum number of participants, the remainder of the tour price shall, at latest, become due for payment by 30 days before departure.

2.2. In respect of bookings made less than 30 days before departure, the total tour price shall be paid immediately upon receipt of the secured payment certificate (Sicherungsschein).

3. Services and changes to services and the tour price

3.1. The services to be provided by MRF are determined by the description of services in the travel contract and any written special agreements. The scope of the contractual services shall be governed by the description of services in the individual tour programmes.

3.2. Changes and variations to the agreed travel contract which become necessary after conclusion of the contract shall only be permitted if the changes or variations are not significant and do not interfere with the overall nature of the tour.

3.3. MRF reserves the right to increase the tour price in the event that, after conclusion of the travel contract, transportation costs or the duties for particular services increase or if exchange rates applicable to the relevant tour change. An increase in the tour price shall only be permissible if there are more than four months between conclusion of the contract and the agreed date of travel and the circumstances leading to the increase had not occurred and were not foreseeable before the contract was concluded. In the event that the tour price is increased by more than five per cent or if there is a significant change to an important service, you can withdraw from the contract. Price increases demanded later than the 20th day before departure shall not be effective.

4. Cancellation by the traveller, booking alterations and assignment of the contract

4.1. You can cancel your tour at any time before departure by appropriate declaration to MRF. For evidential reasons, the declaration should be made in writing.

4.2. In the event that the travel contract is cancelled, MRF will demand the following flat-rate compensation for each registered participant:

Up to 30 days before departure: 20 % of the tour price

29 - 22 days before departure: 40 % of the tour price

21 - 15 days before departure: 60 % of the tour price

14 - 4 days before departure: 80 % of the tour price

3 - 0 days before departure: 100 % of the tour price.

4.3. Up until departure, you may demand that a third party assumes the rights and obligations under the travel contract in your stead or instead of an individual tour participant. MRF can object to the assumption of the rights and obligations by the third party if the third party does not fulfil the particular tour requirements or if participation by the third party would be contrary to legal provisions or orders of the authorities. The third party assuming the rights and obligations, you and any tour participants represented by you shall be jointly and severally liable to MRF for the tour price and any additional costs incurred by the inclusion of the third party.

5. Termination due to force majeure

5.1. Both you and MRF can terminate the contract if, due to reasons of force majeure which were not foreseeable when the contract was concluded, the tour becomes considerably more difficult, dangerous or would be considerably impaired.

5.2. MRF can demand appropriate compensation for any tour services already performed or to be performed prior to the end of the tour. You and MRF shall each bear one half of any additional return transportation costs. In other cases, additional costs shall be borne by you.

6. Cancellation and termination by MRF

6.1. MRF can withdraw from the travel contract prior to the tour's departure if, pursuant to the travel contract, a particular minimum number of participants is a condition precedent for the tour and this number has not been attained by 30 days prior to departure.

6.2. MRF can give notice to terminate the travel contract immediately if you or individual tour participants persistently disrupt the tour notwithstanding receipt of a warning by MRF or otherwise breach the contract to such an extent that the immediate termination of the contract is justified. In the event of a termination, MRF retains the right to claim the whole tour price, but shall deduct the value of any saved expenses as well as any advantages obtained by using services which have not been used for another purpose or credited by the service providers.

7. Warranty

7.1. MRF shall deliver the tour with the promised features and free from defects which obviate or reduce the value or suitability of the tour for its normal use or for the use specified in the contract.

7.2. If, contrary to expectation, deviations arise for which MRF is responsible, you have a duty to notify your complaint to the responsible tour manager, service provider or MRF without delay and to demand remedial action. If you do not comply with your

duty to give notice, you shall not have any right to a reduction of the tour price. MRF can, however, refuse remedial action if this requires disproportionate expense.

7.3. If a defect of the above type significantly affects the tour or, because of such a defect, it is not reasonable to expect you to continue with the tour for an important reason recognisable by MRF, you shall give notice of the defect to MRF and - unless remedial action would be impossible or would be refused by MRF or immediate termination would be justified due to a special interest on your part - set a suitable period for MRF to remedy the defect. The travel contract may only be terminated after the expiry of this period, if MRF has not taken any remedial action within this period.

7.4. In principle, in the event of any defective performance, you have a duty to take all reasonable steps (within the scope of your statutory duty) to assist with the elimination of the defect and avoid or minimise any losses.

7.5. MRF shall not be liable for any loss or damage of baggage, valuables or cash contained in baggage.

8. Limitation of liability

8.1. If the loss incurred by you is not intentionally caused by MRF or by MRF's gross negligence or if MRF is only responsible for the loss incurred by you because a service provider was at fault, MRF shall only be liable for losses (excluding bodily injury) up to three times the amount of the tour price.

8.2. Where - in relation to a travel service to be provided by a service provider - an international convention or statutory provisions based on such an international convention apply, pursuant to which a right to compensation may only arise or be asserted if particular conditions or restrictions are fulfilled or pursuant to which rights to compensation are excluded under particular conditions, MRF can also rely on such provisions against you.

9. Period after which a right can no longer be exercised, limitation period

9.1. Any contractual rights (pursuant to §§ 651c to 651f of the German Civil Code) to a reduction in price, termination or compensation because of defects must be asserted by you against MRF within one month of the date upon which the tour should have ended according to the contract. You may only assert these rights after the expiration of this period if you were prevented from complying with it through no fault of your own.

9.2. These contractual rights (pursuant to §§ 651c to 651f of the German Civil Code) to a reduction in price, termination or compensation because of defects are subject to a limitation period of one year; the limitation period commences on the date on which the tour should have ended according to the contract. Excluded therefrom are contractual rights to compensation for injury to life, limb or health as well as compensation for other losses based upon an intentional or a grossly negligent breach of duty by MRF, or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of MRF. According to § 651 g (2) of the German Civil Code, these rights are subject to a limitation period of 2 years commencing on the date on which the tour should have ended according to the contract.

9.3. Rights to compensation arising in tort are subject to a limitation period of 3 years. This does not apply to rights to compensation based upon intentional injury to life, limb, health or sexual self-determination.

9.4. If negotiations are in progress about claims made by you, the limitation period shall be suspended until you or MRF refuse to continue negotiations. Limitation shall not take effect earlier than 3 months after suspension ends.

10. Travel insurance

The tour cost does not include travel cancellation insurance or insurance to cover return transport in the event of accident or illness. MRF recommends that you take out such insurance.

11. Compliance with passport, visa and health provisions

11.1. If you are a citizen of a European Union member state in which the tour is offered, MRF shall inform you about passport and visa requirements and official health formalities prior to conclusion of the contract and shall inform you of any changes to these prior to departure.

11.2. However, please note that you are responsible for complying with these requirements and formalities e.g. whether your passport or identity card is valid, whether you apply for these papers in good time before departure and whether you have them with you during your tour. Any detriment to you (e.g. cancellation fees), which arises due to non-compliance with such provisions shall be borne by you unless these were caused by misinformation or non-provision of information by MRF.

11.3. If you are a citizen of another state, you must obtain information about passport and visa requirements and official health formalities yourself e.g. from the responsible consulate.

12. Choice of law

12.1. The law of the Federal Republic of Germany shall apply to the contractual relationship between you and MRF.

12.2. As an exception to this, however, if you are habitually resident abroad you may invoke your country's consumer protection laws which are mandatory or more favourable to you.

13. Jurisdiction

13.1. The courts of the district in which MRF is seated shall have jurisdiction over actions brought against MRF.

13.2. The courts of the district in which you are resident shall have jurisdiction over actions brought against you unless you are a registered merchant or you have moved your residence or habitual place of residence abroad after the conclusion of the contract or your residence or habitual place of residence is not known at the time the action is brought. In these cases, MRF's seat in Baden-Baden shall be decisive.

14. Data protection – consent and revocation

14.1. Your data is stored by MRF if it is necessary for the creation, implementation and termination of the travel contract. In the storage process, all economically and technically reasonable and possible precautions to prevent unauthorised access by third parties are taken.

14.2. By signing the travel contract, you agree that your personal data may be stored for the above purposes. You may revoke this consent at any time. The revocation should be addressed to:

MusikReisenFaszination, Peter Laskowski, Waldseestraße 2, 76530 Baden-Baden

Fax: 0049 (0)7221 / 96 77 64 email: info@MusikReisenFaszination.de

Unless personal data is required to be kept pursuant to mandatory legal provisions (e.g. for proper accounting), it shall be promptly and completely erased in the event of a revocation of data protection consent.

15. Invalidity of individual provisions

The invalidity of individual provisions of these standard terms and conditions of travel shall not lead to the invalidity of all of the standard terms and conditions of travel or the travel contract.

16. Organiser

MusikReisenFaszination, Peter Laskowski,

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