

## *General Terms and Conditions of Travel for Package Tours*

A package tour within the meaning of the Package Travel Law does only exist if, at least two travel services are offered by one tour operator for the purpose of the same trip. In addition to the regulations on the travel contract according to § 651a up to § 651i BGB (German Civil Code), the following regulations become part of the contract:

### **1. Conclusion of the travel contract**

1.1 The travel registration as specified in the invitation to tender becomes binding upon receipt at the tour operator. The travel contract comes into effect upon receipt of the written travel confirmation at the applicant.

1.2 If the travel confirmation deviates from the contents of the travel registration, this constitutes a new offer of the tour operator. The travel contract comes into existence because of this new offer if the traveller expressly or conclusively (e.g. by payment of the travel price, payment of a deposit or commencement of the journey) agrees to it.

### **2. Specific features of PEP -travels**

2.1 In order to gain access to our travel portal at [www.pepxpress.com](http://www.pepxpress.com), a legitimation is required, which must be provided as part of the registration process. This is a written proof confirming an existing employment contract within the tourism industry. We accept, among other things, a valid Travel Industry Card as well as valid group or travel agent cards as proof of identity. A letter from the employer on business paper with the current date and the supervisor's signature, indicating the scope of the applicant's duties and a full-time employment, as well as the company's field of activity, is also possible. We require a copy of the business registration from self-employed persons/owners, managing directors and persons who do not have any superior. This copy must clearly indicate the tourist focus of the company and the name(s) of the person(s) concerned. All documents are accepted in German and in English.

2.2 The booked services are based on special prices, which are made available by the service provider exclusively for tourism professionals. Therefore, they are obliged to legitimise themselves accordingly at the request of the service provider. This includes, for example, PEP ID card from pepXpress, DRV ID card, employee ID card or a corresponding letter of confirmation from the employer. Should they not be able to legitimise themselves accordingly, they must reckon with an additional charge or an exclusion from benefits. A refunding of already paid services after the journey is excluded in such a case. pepXpress is not liable for the failed access, which is based on a wrong e-mail address or another reason for which the user/traveller is responsible. Users/travellers are thus obliged to inform pepXpress of any changes of their e-mail address or telephone number as soon as they become known.

2.3 We expressly point out that the intentional, unauthorized use of our Pep offers; constitutes a statutory offense according to § 263 StGB (penal code) and can be prosecuted accordingly. This penalty may also be imposed on employers who illegally pass on our offers to third parties (friends, customers, etc.).

2.4 pepXpress and its service providers reserve themselves the right to cancel bookings at a charge, even after confirmation has been given, in case of insufficient legitimation.

2.5 The special prices for tourism professionals may not be communicated to third parties. A violation of this obligation can lead to an additional charge, to an exclusion from the service and to an exclusion from using pepXpress. This also applies to false data in the registration. pepXpress reserves the right to check randomly the data of registered users.

2.6 The travel applicant as the tourism professional undertakes to be available at the request of the service provider, e.g. the hotel management, for a discussion and an inspection, e.g. of the booked hotel.

2.7 The applicant's attention is drawn to the fact that he/she, as a tourism professional using special rates pursuant to Article 3 (3) of regulation (EU) No. 261/2004, shall not be entitled to any claims in the event of denied boarding, cancellation or long delay of flights.

### **3. Payment**

3.1 A deposit of 20% of the tour price is due upon receipt of the written travel confirmation and the delivery of the security certificate in textual form.

3.2 The balance payment must be paid at least 21 days before starting the journey.

3.3 For bookings with a total travel price of up to Euro 250,- and/or travel registrations from 30 days prior to the start of the journey, the entire invoice amount is due immediately after receipt of the travel confirmation.

3.4 Depending on the period until departure, payment can be made either by bank transfer, instant bank transfer (online banking required), Giropay, sepa direct debit or by credit card (American Express, Visa or MasterCard).

3.5 In the case of payment via direct debit a notification about the amount due will be sent at least 24 hours before the debit is made.

3.6 In the case of payments from abroad, all costs incurred shall be borne by the initiator of the payment.

3.7 Rejected payments or bank charges resulting from chargebacks, which are not based on our fault, will be charged to the travel applicant per case (flat rate) with Euro 30,-.

3.8 If the customer does not pay in time, pepXpress is entitled to withdraw from the travel contract after a reminder with setting of a deadline and to demand from the applicant a reasonable compensation for the precautions taken up to the withdrawal and his expenses depending on the respective travel price. This entitlement is flat-rated as described in point 6 of this set of clauses.

### **4. Travel documents**

The travel documents are generally sent electronically after receipt of the full travel price. If the applicant does not receive the travel documents at least 7 days before the start of the travel, he must contact pepXpress immediately.

### **5. Service modifications**

pepXpress can make modifications of the service descriptions at any time prior to the conclusion of the contract, and the traveller will be informed of these changes prior to booking.

5.1 pepXpress is entitled to make unilateral contractual changes to the terms and conditions of the contract and services after conclusion of the contract, provided these changes do not affect the tour price and are insignificant. pepXpress is in particular entitled to subsequently change arrival and departure times as well as the specified airline to an equivalent one in this context, provided that this becomes necessary for reasons that arise after conclusion of the travel contract and that are reasonable for the traveller. pepXpress will offer unreasonable changes to services with a notice period of 3 days in connection with a free rebooking or a free withdrawal from the booked service. The traveller also has the right to transfer the travel contract to another traveller in accordance with § 651e BGB (German Civil Code) under the further conditions of section 6.4, insofar as this traveller fulfils the conditions of section 2.

5.2 If the transport costs existing at the time of concluding the travel contract do increase, in particular the fuel costs, pepXpress may increase the travel price in accordance with § 651f BGB (German Civil Code).

### **6. Withdrawal/rebooking by the traveller**

6.1 The traveller can withdraw from the trip or change the booking at any time before starting the trip. The customer is advised to choose the written form for this purpose. In case of cancellation, the date of receipt of the travel withdrawal at pepXpress is decisive (**only from Monday to Friday until 15:00, except public holidays**).

In case of withdrawal from the travel contract, the company loses its entitlement to the travel price. pepXpress can instead demand a reasonable compensation in relation to the total travel price, which is charged as a lump sum as follows:

- ✓ On the day of booking, if there are at least 7 days between booking and departure : free of charge
- ✓ Up to 30 days prior to the start of the journey 25 %, at least Euro 30,- per capita
- ✓ 29 to 15 days prior to the start of the journey 40 %
- ✓ 14 to 9 days prior to the start of the journey 50 %
- ✓ 8 days to 1 day prior to the start of the journey 75 %
- ✓ On the day of the journey or no-show 95 %

Cancellation conditions for ROBINSON, ALDIANA and TUI MAGIC LIFE

- ✓ Up to 31 days prior to the start of the journey 40 %
- ✓ 30 to 15 days prior to the start of the journey 60 %
- ✓ 14 to 4 days prior to the start of the journey 85 %
- ✓ 3 to 1 day prior to the start of the journey 90 %
- ✓ On the day of the journey or no-show 95 %

Rebooking conditions or ALDIANA:

Rebooking within the same club and the same season (summer/winter); in case of reduction of travel duration or number of persons, the pepXpress cancellation scale applies:

- ✓ On the day of booking free of charge
- ✓ Up to 22 days before departure 50€ plus price difference
- ✓ 21 to 15 days before departure 30%, min. 50€
- ✓ 14 to 7 days before departure 55%, min. 50€
- ✓ 6 to 1 days before departure 75%, min. 50€

Costs for possible visa procurement or travel insurance as well as handling fees and costs for airline tickets already issued must always be borne at a rate of 95 %.

The aforementioned provisions regarding cancellation fees apply to all tours, unless separate regulations are referred to in the respective invitation to tender. The traveller is at liberty to prove that pepXpress has incurred no or less damage than the flat rate demanded by pepXpress. pepXpress recommends the conclusion of a travel cancellation insurance policy. This insurance can cover the cancellation costs in accordance with its insurance conditions for the insured risks.

6.2 Further rebooking / changes: If, at the traveller's request, changes are made after the booking of the trip, with regard to the travel date, the different types of meals, the room categories, the type of transport, the additional booking of persons as well as the changes of date, up to 30 days prior to the start of the trip, pepXpress is entitled to charge a processing fee of Euro 30,- for each rebooking.

Exceptions are ROBINSON and TUI MAGIC LIFE bookings, where a processing fee of Euro 50,- per person will be charged up to 32 days prior to arrival. If such a rebooking results in higher travel prices for fellow travellers, the travel participant must pay the difference. Rebooking made after the deadline of 30 days before starting the trip are only possible after withdrawal with a following new-registration. The traveller is responsible for ensuring that his or her requests for changes can be combined with other travel services booked by him or her.

6.3 In the event of a cancellation free of charge as a gesture of goodwill, pepXpress reserves the right to charge a processing fee of Euro 30,-.

6.4 The applicant may nominate substitutes for fellow travellers if they meet the requirements of section 2). A change of name before a ticket will be issued is subject to a change in cost of Euro 30,-.

6.5 If services booked by the traveller are not used on site, e.g. due to early return or for other assignable reasons, the traveller cannot demand a proportional reimbursement of the travel price. pepXpress will pass on any reimbursements of saved expenses by the service providers to the customer, but in conjunction with a processing fee of Euro 50,-.

6.6 The traveller is free to prove in all cases named before, that the tour operator has suffered no damage or only a smaller damage than the lump sums demanded by him.

6.7 Vouchers redeemed in the booking will not be refunded in the event of cancellation. No cash payment will be made for promotional-, discount-, welcome- and birthday vouchers or vouchers from prize draws. Purchase vouchers from pepXpress are excluded hereof.

## **7. Special regulations for admission tickets**

7.1 Tickets booked in addition to a stay or tickets arranged and confirmed separately (for example musicals and sporting events) can neither be exchanged nor being refunded after a travel cancellation.

7.2 In case of separately arranged and confirmed DB-train tickets, a distinction must be made between saver fare and flexible fare.

- DB-train tickets with flexible fares are valid without a train commitment and can be cancelled up to one day before the day of validity. Cancellation is excluded from the first day of validity.
- DB-train tickets with saver fares are subject to a train obligation and can only be cancelled up to a maximum of 4 days after booking for fee of 5,- Euro per person per route if there are at least 7 days between booking and arrival. Cancellation is excluded from the 7th day before the day of travel.

## **8. Withdrawal/rebooking on the part of the tour operator**

8.1 pepXpress may withdraw from the travel contract if the number of participants advertised or officially determined is not reached, if the travel tender and the travel confirmation refer to the execution of the trip only if a certain number of participants is reached. The travel price already paid will immediately be refunded. Concerning the withdrawal, the periods according to § 651 h paragraph 4 sentence 1 number 1 of the BGB (German Civil Code) do apply.

8.2 pepXpress is entitled to withdraw from the travel contract without any notice, if the traveller, despite a warning, either disturbs the execution of the trip to such an extent or behaves so contrary to the contract that the immediate cancellation of the contract is also justified for the protection of other fellow travellers. If pepXpress cancels the contract, it retains the right to the tour price, but must allow itself to be credited with the value of the saved expenses as well as those benefits, which it obtains from another use of the unused service, including the amounts credited to pepXpress by its service provider.

## **9. Rescission of contract due to exceptional circumstances**

In the event of unavoidable, exceptional circumstances the statutory rule of § 651 h paragraph 4 sentence 1 number 2 BGB (German Civil Code) will apply

## **10. Passport-, visa-, health- and entry regulations**

It is up to the travellers' responsibility to obtain the necessary visas and vaccinations in accordance with the relevant entry- and health regulations. Travellers must ensure that the details of the travelling person given in the booking correspond to the details of the passport/identity card. In addition, the tour operator will inform the citizens of any country within the European Union in which the tour is offered, about passport-, visa- and health regulations prior to the conclusion of the contract. Concerning citizens of other countries, the responsible consulate will provide any information.

## 11. Liability

11.1 The liability of pepXpress for such damages that are not bodily injuries and were not caused culpably or by gross negligence is limited to three times the travel price.

11.2 pepXpress is not liable for disruptions to services, personal injury and property damage in connection with services that were merely arranged as third-party services (such as transfer services to the place of departure and destination) if these services were expressly identified as third-party services in the travel description of the booking confirmation, stating the arranged contractual partner.

11.3 Transportation is provided on the basis of the terms and conditions of the respective transport company, which will be made available upon request. The rights and obligations of pepXpress and the travellers, according to the travel agreement law and these terms and conditions of travel, are not limited by the terms and conditions of the respective carrier.

## 12. Notification of defects and the obligation to co-operate

The tour participant is obliged to inform, either the tour guide or the local agency or the tour operator himself immediately of any defects occurring during the tour in order to give the tour operator the opportunity to find a remedy. If he culpably fails to do so, the travel price will not be reduced. A notice of termination for good cause due to unacceptability of the trip continuation remains unaffected thereby.

Damages or delays in delivery of the baggage during air travels should be reported immediately to the responsible airline on site by means of an advice of damage (P.I.R.). Otherwise, the airline could refuse any compensation. In the event of luggage damage, the damage report must be submitted within 7 days and in the case of delay within 21 days of handover. In addition, the damage or misdirection of the luggage as well as any other notification of defects must be reported to the travel organiser immediately after becoming aware of it.

## 13. Other provisions and agreements

13.1 The registration at pepXpress and the use of our travel offers require the electronic storage of customer data. This data will be used exclusively for the purposes of pepXpress. By using the system, the customers do agree to this use. Otherwise, the data made available to pepXpress will be processed, stored and passed on within the scope of the contractual purpose. The data protection directive of pepXpress, can be viewed at <https://www.pepxpress.com/en/info/help/privacy-statement>.

13.2 Obvious printing and calculation errors entitle pepXpress to correct or to contest the concluded contract.

13.3 Place of jurisdiction for claims against pepXpress is Koblenz.

13.4 The invalidity of individual provisions shall not result in the invalidity of the entire contract.

13.5 The application of German law is agreed.

13.6 pepXpress does not participate in dispute resolution proceedings before a consumer arbitration board.

## 14. Service Fee

14.1 Due to the decreasing prices for cruises pepXpress will charge a service fee of 15,- Euro to all members of the tourism industry.

pepXpress reserves the right to waive these fees in certain cases. This regulation applies in particular to particularly high-priced trips, in case of regular booking rates and if special conditions have been agreed on, e.g. with associations for their members. pepXpress' entitlement to service fees remains unaffected by service disruptions, changes or cancellations on the part of the cruise company.

pepXpress Touristik & Marketing GmbH, In den Wiesen 38, 56070 Koblenz

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## *Information according to §651 a BGB (German Civil Code)/Annexe 11 to Article 250 §2, Paragraph 1*

The combination of travel services offered to you is a **package travelling** within the meaning of the directive (EU) 2015/2302. Therefore, you may benefit from all the EU rights that apply to package travelling.

The tour operator is pepXpress Touristik & Marketing GmbH, In den Wiesen 38, 56070 Koblenz, Germany, Tel: +49 261 134 906 0, Mail: [info@pepxpress.com](mailto:info@pepxpress.com)

The pepXpress Touristik & Marketing GmbH (hereinafter referred to as "pepXpress") bears full responsibility for the execution of the entire package tour in proper form. Moreover, pepXpress has the legally required security for the repayment of your payments and, if the transport is included in the package tour, to ensure your return transport in the event of its insolvency.

### **The most important rights according to the directive (EU) 2015/2302:**

- ✓ Travellers will receive all relevant information about the package tour before the conclusion of the package tour contract.
- ✓ At least one contractor is always liable for the proper provision of all travel services included in the contract.
- ✓ Travellers will be given an emergency telephone number or contact details of a reception centre by which they can get in touch with the tour operator or the travel agent.
- ✓ Travellers may transfer the package tour to another person - within a reasonable time and possibly at additional cost.
- ✓ The price of the package tour may only be increased if certain costs (e.g. fuel prices) do increase and, if expressly provided for in the contract, and in any case 20 days at the latest before the start of the package tour. If the price increase exceeds 8% of the package tour 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 withdrawal fee and shall be reimbursed in full all payments if any of the essential elements of the package tour except for the price will be significantly altered. If the operator responsible for the package tour cancels the package before its commencement, travellers shall be entitled to reimbursement and, under certain circumstances to compensation as well.
- ✓ According to exceptional circumstances, travellers may withdraw from the contract without paying a cancellation fee before the start of the package tour, for example if there are serious security problems at place of destination, which are likely to affect the package tour.

- ✓ 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, shortly 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 arrangements without any additional costs. The traveller can withdraw from the contract without paying a cancellation fee (in the Federal Republic of Germany this right is called 'Kündigung / notice of cancellation') 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 will be refunded. If the insolvency of the tour operator or, if relevant, of the travel agent occurs after the package tour has commenced and the transport is part of the package tour, the return transport of the passengers will be guaranteed.

**pepXpress has contracted an insolvency insurance with Touristik-Versicherungs-Service GmbH, Borsteler Chaussee 51, 22453 Hamburg, Tel: +49 (0) 40 244 288 0, Mail: [service@tourvers.de](mailto:service@tourvers.de)**

Travellers may contact this institution or the responsible authorities if they are refused services due to a possible insolvency of pepXpress Touristik & Marketing GmbH.

The website where the directive (EU) 2015/2302 as transposed into national law can be found: [www.umsetzung-richtlinie-eu2015-2302.de](http://www.umsetzung-richtlinie-eu2015-2302.de)

**Status: 18.12.2018**