

Certified Translation from German into English

Why should you read these terms and conditions of travel?

We attach great importance to a fair contractual relationship and the provision of transparent information to our customers. The legal provisions on travel contracts in their applicable version stipulate that when booking travels, you need to be provided with the enclosed "Information sheet for travellers participating in package travels" in order to be duly informed about your rights. Our terms and conditions of travel include lots of information that is equally important or could become important. For us to offer quality at affordable prices, we require a minimum number of participants; you will find the relevant minimum number stated in the travel description for the relevant travel date. Further details - including the latest cancellation date which is the 21st day before departure – can be found in Section VIII. And for more information on your statutory obligations to avoid loss of your entitlement to assert claims, see Section XI of these terms and conditions of travel.

Directly following the terms and conditions of travel, you will find our data privacy policy in accordance with the General Data Protection Regulation (GDPR), elaborations on the general suitability of our travels for persons with reduced mobility under the aspects of inclusion and accessibility, as well as our information on consumer dispute resolution procedures.

General terms and conditions of travel

I. Conclusion of the travel contract

1. 1. In accordance with the statutory regulations, a contract is only ever concluded at the point in time at which both parties provide binding contractual declarations (offer and timely congruent acceptance) in the agreed form. The description of the travel in the catalogue or on the Internet (hereinafter referred to as the "travel description", see Section XIV) is not an offer in the legal sense, but precedes the contractual declarations (invitatio ad offerendum). The roles of the parties involved in the submission of the offer may change; typically, the customer's registration, which is possible without any formalities, constitutes the offer to conclude a travel contract to which the customer is bound until the customer receives a congruent acceptance in text form (**travel confirmation**) by Marco Polo Reisen GmbH (hereinafter "Marco Polo"), up to a **maximum of 14 days from registration**. A **reservation, registration or option confirmation** generated by a computer reservation system or otherwise in the travel agency shall not replace this travel confirmation; rather, it only documents the content of the registration.

2. Travel agencies are not authorised to make any assurances or agreements that deviate from the content of the travel description, these terms and conditions of travel or the travel confirmation.

II. Special case of right of withdrawal

A right of withdrawal pursuant to Sections 312 ff. BGB only exists for travel contracts if these contracts were concluded outside business premises, and also if the corresponding oral negotiations were not conducted by the customer as a consumer on the basis of a prior appointment. Otherwise, the statutory revocation and termination provisions shall apply; see Sections VII and XI (4).

III. Executing air carrier

Regulation (EC) No. 2111/2005 of 14 December 2005 commits travel organisers, travel agents and intermediaries of transport contracts to inform customers of the identity of each operating airline prior to providing the corresponding contractual air transport service as soon as this is known. If this is not yet known at the time of registration, the airline most likely to provide the services must be indicated for the time being. In the event that the indicated airline changes after registration, the customer must be informed immediately.

IV. Contractual services / Reservation of the right to change services

1. 1. The contractual content is based on the declarations made by both parties at the time of the contract conclusion as well as any documents referred to therein (see Section I (1)) and is summarised in the transmitted **travel confirmation**. Any special agreements with Marco Polo, which should be made in text form for reasons of evidence, take precedence.

2. Activities that are described in the contractual agreements as "**opportunities**", "**possibilities**" or "**extra tours**" are not themselves part of the planned contractual services and any costs associated with them are not included in the travel price.

3. Insofar as Marco Polo undertakes to organise the **application for visas** or similar documents in accordance with the contractual agreements, this is carried out on behalf of the customer (agency). The issuing of visas by the competent authorities is not part of Marco Polo's service obligation.

4. We take the general conditions and their development, as far as known or foreseeable, into account and considered these to the best possible extent, when planning our travels. Due to sovereign measures, safety-relevant developments, weather and natural influences as well as changes in flight schedules, it may also be necessary to deviate from the original planning at short notice. We reserve the right to make any necessary changes resulting from such circumstances (e.g. change of routes and airlines, change of time and sequence of programme points, exchange of parts of the programme, changes in persons, etc.) to a reasonable extent. We will endeavour to inform you of any such changes in good time and shall constantly seek to keep them to a minimum. In all cases, your rights and claims in the event of a significant change shall remain unaffected by this. Insignificant changes that have been duly communicated in good time in accordance with Section 651 f (2) BGB shall become an integral part of the contract. In the event of a defective provision of the changed service, your rights and claims shall also remain unaffected in this respect.

V. Guarantee certificate / Deposit / Payment

1. If travel services are cancelled as a result of insolvency or bankruptcy of the travel organiser, the refund of the paid travel price and, if travel has already commenced, the return transport is guaranteed via the statutory guarantee certificate, insofar as transport is part of the package travel. Here, the German travel security fund (Deutscher Reisesicherungsfonds GmbH) acts as the insurer. **All payments towards the travel price are only to be made on presentation of the guarantee certificate. It can be found on the back of the first page of the travel confirmation.**

2. The prerequisite for the maturity of all payments on the travel price is the receipt of the travel confirmation and the **guarantee certificate**. From/at this point in time, Marco Polo can demand a deposit of 20 %, but no more than an amount of € 1000 per travel participant; the remaining travel price will then become due on the **20th day before departure**, at the earliest. Within the above scope, the exact due date is stated in the booking confirmation.

3. The due contributions for any brokered insurances shall be due in full upon receipt of the booking confirmation.

4. Unless the due travel price has been paid in full, the customer shall have no right to provision of the travel service by Marco Polo.

VI. Changes in price after contract conclusion

1. Marco Polo is entitled to increase the confirmed travel price insofar as the requested increase results directly from

- a) a change in the price for the transport of persons after contract conclusion due to higher costs for fuel or other energy sources;
- b) a change in taxes and other charges for agreed travel services (tourist taxes; port or airport charges as well as security charges in connection with carriage; entry, residence and public admission charges);
- c) or a change in the exchange rates applicable to the relevant package travel.

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The customer can demand a reduction in the travel price and calculation of the new travel price in accordance with the following Subsection 2, insofar as a requested reduction results directly from a change in the items listed in sentence 1 after conclusion of the contract and this results in lower costs for Marco Polo. Insofar as Marco Polo incurs administrative costs as a result, these can be deducted from the calculated reduction or refund amount in the amount actually incurred; proof of these costs must be provided at the customer's request.

2. The travel price will be adjusted by no more than the amount resulting from the addition of the change amounts of the cost components mentioned in Subsection 1. Insofar as relevant changes affect the travel group as a whole, they shall first be apportioned per head. In order to determine the apportionment amount, either the specifically expected or the originally considered average number of participants shall be used as basis for the determination, whichever is more favourable for the customer.

3. Marco Polo must notify the customer of any such price increase, stating the reason for the increase, in a clear and comprehensible manner on a durable data carrier no later than on the 21st day before departure and stating the calculation.

4. **A price increase of up to 8% shall be unilaterally effective. If the travel price increases by more than 8 %, Marco Polo may request the customer to accept the offered price increase or to revoke the contract within a reasonable period of time, however no later than the 21st day before departure. After express acceptance or fruitless expiry of such a period, the offer shall be deemed to have been accepted.** If instead the customer chooses to revoke the contract, they will be refunded the travel price without delay; claims for damages and compensation for futile expenses remain unaffected (Section 651i (3) No. 7 BGB).

VII. Withdrawal of the customer / Entry into the contract of a substitute participant / Rebooking / Additional costs

1. If the conditions set out in Section VI (4) (Price increase of more than 8%) are met or in the event of a **significant change** to an essential component of the travel service as well as in the event of a **significant impairment** of the implementation of the package travel or the transport of persons to the destination due to unavoidable extraordinary circumstances at the destination or in its immediate vicinity (Section 651h (3) BGB), the customer shall be entitled to withdraw free of charge. **Otherwise, it shall be possible for the customer to revoke (cancel) the contract at any time before departure; this shall however entail a claim for compensation.**

Unless otherwise stipulated in individual contracts, the following lump-sum compensation rates determined in accordance with the provisions of Section 651h (2), Sentence 1 BGB shall be deemed to have been agreed:

A. Flight travel as group travel

..... up to and incl. 91 days before departure.....	20 %
from 90 up to and incl. 31 days before departure.....	40 %
from 30 up to and incl. 22 days before departure.....	50 %
from 21 up to and incl. 2 days before departure.....	60 %
from 1 day before departure and in the event of non-departure....	85 %

B. Bus and rail travel as well as travel without arrival or with self-arranged arrival

..... up to and incl. 91 days before departure.....	20 %
from 90 up to and incl. 31 days before departure.....	40 %
from 30 up to and incl. 2 days before departure.....	50 %
from 1 day before departure and in the event of non-departure....	85 %

C. Cruises and individual travel without a group

..... up to and incl. 121 days before departure.....	20 %
from 120 up to and incl. 91 days before departure	35 %
from 90 up to and incl. 61 days before departure.....	60 %
from 60 up to and incl. 22 days before departure.....	70 %
from 21 up to and incl. 2 days before departure.....	80 %
from 1 day before departure and in the event of non-departure....	90 %

D. Individual travel with a special clause in the travel description

..... up to and incl. 121 days before departure.....	20 %
from 120 up to and incl. 91 days before departure.....	35 %
from 90 up to and incl. 61 days before departure.....	60 %
from 60 up to and incl. 22 days before departure.....	70 %
from 21 up to and incl. 2 days before departure.....	80 %
from 1 day before departure and in the event of non-departure....	90 %

The amount of compensation shall be calculated according to the **time of receipt of the notice of revocation** and as a percentage of the **total travel price of the customer concerned**. Marco Polo is obligated to provide grounds for the amount of compensation at the request of the traveller; the customer is therefore expressly at liberty to provide counter-evidence that no or a lesser claim for compensation has arisen.

2. Within a reasonable period of time, but as a rule no later than seven days before departure, the customer can request that a **third party to be named by the customer** shall take over the rights and obligations arising from the travel contract using a durable data carrier (e.g. letter, email, fax). Marco Polo may object to this, if the third party does not meet the contractually agreed travel requirements. After entry into the contract, the original and new travel participant shall be jointly and severally liable for payment of the travel price and any additional costs actually incurred as a result of the entry of the third party into the contract, which may however only be claimed to a reasonable extent. The original travel participant shall receive a corresponding proof of costs.

3. **Rebooking** (e.g. concerning the travel date, destination, accommodation, type of transport or fare, in the case of air travel also of booking class and flight connections) is in principle only possible by way of **revocation from the travel contract (cancellation)** under the conditions stated in Subsection 1 (cancellation fee) and parallel re-registration. The prerequisite for any rebooking is the availability of the corresponding service. In the case of bus and rail travel, if **only the place of departure changes** up to eight days before departure, only € 25 will be charged per person for rebooking in addition to the recalculated travel price.

4. If additional costs for contractual services are incurred due to circumstances for which the customer is responsible and for which Marco Polo is not responsible during the preparation or implementation of the travel (e.g. due to a necessary change in flight reservations/tickets subject to a charge, if the customer provides incorrect name information), Marco Polo can demand that the customer reimburse these costs.

5. The payment obligation and due date with regard to the cancellation fee are independent of reimbursement obligations under a travel cancellation insurance policy. The obligation to pay the insurance contribution is not affected by the revocation.

VIII. Cancellation reservation in the event of a minimum number of participants

1. If a minimum number of participants specified in the travel description or in the other content of the travel contract is not reached, Marco Polo may cancel the travel contract no later than 21 days before departure.

2. The minimum number of participants specified for the travel shall also apply to excursions that can be additionally booked.

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IX. Exclusion from travel due to special circumstances

Marco Polo may exclude customers from participating in the travel in whole or in part both before commencement of the travel as well as and during the travel for good cause, insofar as the customer's participation in the travel is unreasonable for Marco Polo for reasons within the customer's sphere of influence. This may be the case in particular if the customer persistently disrupts or endangers the course of the travel and this is not remedied or cannot be remedied even after a warning. Travel guides are authorised to make the necessary declarations in this context.

X. Liability of Marco Polo as travel organiser and in the special case of brokerage

1. Marco Polo's liability under the travel contract for damages that are not bodily injuries is limited to three times the travel price paid by the customer, insofar as such damage was not culpably caused by Marco Polo or one of its vicarious agents.
2. The contractual liability arising from the brokerage of for third-party services (which, as an exception and then expressly in the name of a third party) is limited to three times the price of the brokered service, provided that neither physical injury nor damage is caused by intent or gross negligence on the part of Marco Polo, unless there is a case as defined by Section 651x, Section 651v (3) or Section 651w (4) BGB.
3. Marco Polo's liability for damages in tort shall be limited to three times the travel price paid by the customer or – in the special case of brokerage – three times the price of the brokered service for damages that exceed € 4100 and are not bodily injuries, insofar as this is not based on intent or gross negligence.
4. Further limitations of liability may arise (in accordance with Section 651p BGB) from international agreements or statutory provisions based on such agreements.

XI. Obligations and rights of the traveller in the event of defects to the travel

1. If the travel is not performed in accordance with the contract, the customer may demand remedy. Marco Polo may refuse this if it requires disproportionate effort.
2. If Marco Polo does not provide a remedy within a reasonable period of time specified by the customer, the customer may remedy the situation themselves and demand compensation for the necessary expenses. It is not necessary to set a deadline if Marco Polo refuses to provide a remedy or if the immediate remedy is required by a special interest of the customer.
3. For the duration of a performance not in accordance with the contract, the customer may assert a claim for reduction of the travel price (reduction). In addition, there claims for damages can be asserted. **All of the aforementioned claims shall lapse if the customer culpably fails to report the defect immediately and no remedy can be provided as a result.**
4. For more information on the right to terminate and further details regarding reduction and compensation, see Sections 651k to 651o BGB.

XII. Rights and duties of the travel guide / Obligation to provide assistance

Travel guides and/or local representatives are instructed to receive notifications of defects and requests for remedy during the travel and to provide remedy insofar as this is possible and necessary. They are not authorised or empowered to recognise or accept claims for reduction or compensation with effect against Marco Polo. Likewise, they are instructed to provide the customer with the reasonable assistance owed by Marco Polo in accordance with Section 651q BGB if the customer encounters difficulties during the travel. See Section IX for further details on the powers of the travel guide.

XIII. Statute of limitations

Contractual claims of the customer resulting from the non-contractual provision of travel services lapse after two years. The limitation period shall commence on the day on which the travel should end according to the contract.

XIV. Validity of the travel description

The travel description was issued in April 2025. By its nature, it only reflects the status known at that time.

XV. Place of jurisdiction / Choice of law

In addition, the statutory provisions, i.e. in particular Sections 651a ff. BGB, apply to travels organised by Marco Polo, insofar as German law is applicable to the contract. If customers are not citizens of a member state of the European Union (EU) or Switzerland and/or do not reside in a member state of the European Union (EU) or Switzerland, German law and the place of jurisdiction in Germany shall be deemed agreed.

Data privacy: Personal data

Purposes of processing

Marco Polo processes customer data for the implementation of travel services, contract processing and customer support [Art. 6 (1) lit. b of the General Data Protection Regulation (GDPR)] as well as for advertising purposes for our own offers (Art. 6 (1) lit. f GDPR). In some cases, external service partners are involved in the processing which also takes part in third countries outside the European Economic Area. The data is stored for the duration of the business relationship, but at least in accordance with the statutory retention obligations.

Data subject rights

To exercise your rights to access, rectification, erasure, restriction of processing and data portability in accordance with Art. 15 to Art. 20 of the GDPR, it is sufficient to send us a brief notification. You will find our contact details at the bottom of this page. Please refer to the right to lodge a complaint with a data protection supervisory authority (Art. 77 GDPR).

Controller and data protection officer

Controller within the meaning of the GDPR is Marco Polo Reisen GmbH, Managing Directors: Philip Edel, Peter-Mario Kubsch

Data protection officer: Raymund Messmer

For internal administrative purposes, personal data is processed within the Studiosus group of companies (consisting of: Studiosus Reisen München GmbH, Marco Polo Reisen GmbH, Studiosus Gruppenreisen GmbH, Buchhandlung Bernsdorf Maria Bernsdorf KG, Hauser Exkursionen International GmbH) processed and transmitted (Art. 6 (1) lit. f GDPR).

Use for advertising purposes

You may object to the use of your data for advertising purposes at any time (Art. 21 (2) GDPR). A brief notification, preferably by email (see below for contact details), is sufficient.

Inclusion and accessibility

On Marco Polo travels we use various means of transport such as buses, boats or jeeps and stay in different types of accommodation ranging from tent campsites to 5-star hotels - where we encounter a wide variety of different standards across the globe. As we cannot guarantee universal accessibility, neither in public spaces nor in means of transport and accommodation, our travels are generally not suitable for **people with limited mobility** and other disabilities or handicaps. However, experience shows: With a certain willingness to compromise and when accompanied by a person providing the necessary support,

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individual travels from the Marco Polo range are perfectly possible. Please understand that our travel guides cannot take on any additional assistance tasks. We will be happy to advise you personally at +49 (0)89/500 60-444, Tuesdays to Fridays from 10 a.m. to 12 p.m. and from 2 p.m. to 5 p.m.

Out-of-court dispute resolution

Marco Polo is currently not legally obligated to participate in out-of-court dispute resolution procedures and reserves the right to decide on voluntary participation in such a procedure in individual cases.

Our contact details

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This text is a true and accurate translation of the attached document from German into English.

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20 June 2025

Certified Translator for the English Language, duly appointed and sworn by the President of the Regional Court of Würzburg

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