

Terms and conditions

Please review the following terms of business and travel agreement, which supplement the legal terms of §§ 651 a ff BGB and are part of the travel agreement concluded between you and us. Please take the time and closely read the following travel agreement.

1. Conclusion of Travel Agreement

1.1. Upon your registration, you are offering to conclude

a travel agreement with the Erlebnis Bremerhaven Gesellschaft für Touristik, Marketing und Veranstaltungen mbH, Bremerhaven Tourist Board (hereafter, Bremerhaven Tourist Board) that is binding. The registration may be made in writing, orally, by telephone or electronically. The travel agreement comes into effect upon the acceptance by the Bremerhaven Tourist Board. The Bremerhaven Tourist Board shall notify you of such acceptance for which no special form is required upon the conclusion of the agreement or immediately thereafter by sending you the reservation confirmation.

1.2. If the content of the reservation deviates from the content of the registration, then this shall be considered to be a new offer on the part of the Bremerhaven Tourist Board to which the Bremerhaven Tourist Board is bound for the duration of 10 days. The travel agreement, based on this new offer, comes into effect once you have explicitly declared your acceptance or you have rendered payment to the Bremerhaven Tourist Board.

1.3. The customer is responsible for all contractual obligations for all participants specified in the registration as well as for his own obligations provided that he has accepted this obligation by means of an explicit and special declaration.

1.4 Requirement for trainees, joint sailors and passengers wishing to sail along.

1.4.a. When mentioning sail ships we mean professional sail training ships of the merchant navy and fishing industry and not passenger ships. For this reason previous knowledge of shipping and/or sport sailing is useful, however not necessary. For this reason we classify joint sailors into two categories.

1.4.b. Trainees: Trainees have preliminary training or knowledge of seafaring and/or sailing. Upon registration this must be verified by documentation claiming such. The documentation can be in form of patents, Seamen's book, sailing certificate (Optischein (youngster sailing certificate) is sufficient), sport boat license or respective certificates handed out by your sailing club. The issuing nation is not relevant.

1.4.c. Joint Sailor: Joint sailors do not require any previous seafaring or sailing knowledge. However for those interested and who fulfil the necessary physical requirements, plus are willing to actively participate in all tasks on board for two weeks, it is possible to acquire a trainee-training certificate from the ships command. With this certificate you can register for further trips as a trainee.

1.4.d. As a participant of a sail trip you are generally integrated into life and all tasks on board, whereby your physical condition is naturally taken into consideration.

1.4.e. As a "trainee" or "joint sailor" you are not considered a passenger, however as a member of the crew for a specific period of time. All instructions given by the ship's command must be abided to without question. Should the traveler persistently or continually not abide to the instructions of the ships command, which are necessary for the safety of the ship and its crew, then the tour operator, represented by the ships command is permitted, according to paragraph § 324 BGB, to withdraw from the con-

tract and discharge the traveller at the next harbour.

1.4.f. Your clothing and seafaring gear should be suited for the seasonally expected however generally rather rough weather conditions. In any event you should have along rain jacket, rain pants, sturdy footwear and working gloves. Also needed enough underwear, socks and sweaters for changing as well as headgear. Shoes with spikes or high heels are not permitted. Flashlights and sailing pocket-knives also come in handy.

1.4.g. Requirements:

* Minimum age limit for trainees is 16. For those younger a written declaration of consent from a parent or legal guardian is necessary.

* Some ships require a written confirmation of good physical health for seafaring and that the traveller is free from infectious and/or seizure occurring illnesses.

* Restricted vision must be corrected by glasses or contact lenses.

* Traveler must be able to swim or tread water for 15 minutes in open waters.

* Traveler must be able to climb on and off board with a pilot ladder/rope ladder.

* Accommodations on board are sometimes in multi-bed cabins. The separation of men and women is not possible on all ships.

* Alcoholic beverages are not permitted on board. Generally alcohol is prohibited when you are scheduled for work. Alcohol is also prohibited in your leisure time or on some ships can only be moderately consumed as not to affect your ability to carry out later tasks.

* Valid identification card, on some ships also a passport and if available:

* Vaccination card, tetanus vaccination is suggested

* An accident- and health insurance policy, which also covers leisure sport activities as well as the return transport from foreign (overseas) countries in case of sickness. If not included in the trip price we suggest, you take out a travel cancellation expense insurance policy within 8 days after receipt of trip confirmation.

* Signature and agreement to the travel agreement (is valid after signing the booking form or with a written informal registration)

* Proof of payment.

2. Terms of Payment

2.1. Payment towards the price of the trip before the end of the trip can only be requested and accepted upon submission of a risk coverage certificate in accordance with § 651 k Abs. 3 BGB (German Civil Code). If the length of the trip is no more than 24 hours without an overnight and the price does not exceed 75 Euros per person, then payments towards the trip costs can be requested without a risk coverage certificate. The Bremerhaven Tourist Board is insured for insolvency through the TourVers Touristik-Versicherungs-Service GmbH, Hamburg. A risk coverage certificate is included in the travel documents.

2.2. Upon contractual conclusion and once you have received the reservation confirmation a down payment of 20 % of the total trip costs is due.

2.3. The remaining amount is required 2 weeks before the trip begins unless, the trip can be cancelled by the Bremerhaven Tourist Board, because the required number of participants has not been achieved (see point 6.1); in this case the residual amount is due 10 days before the trip begins.

2.4. When booking individual services/tickets a handling fee of 2,50 Euros/per booking up to a booking sum of 1.000,00 Euros will be charged. When booking several individual services a handling fee of 5,00 Euros up to a booking sum of 2.500,00 Euros, 10,00 Euros up to a booking sum of 5.000,00 Euros and 20,00 Euros up to a

booking sum of 9.999,00 Euros will be charged. Tickets must always be purchased completely and are excluded from exchange.

2.5. If the agreed down payment or the trip price has not been paid in full even after a warning letter has been sent, then the Bremerhaven Tourist Board is entitled to dissolve the travel agreement and charge damage compensation for the agreed amount cancellation fees (see point 5).

3. Services

The scope of the contractual services covered in the travel agreement are listed in the service descriptions of the Bremerhaven Tourist Board (catalog, brochure, flyer etc.) and is based on the related information specified on the reservation confirmation.

4. Changes in Service and Price

4.1. Changes and deviations from the agreed content of the travel agreement which become necessary after the contractual conclusion and which are made by the Bremerhaven Tourist Board in good faith are permitted only if the changes or deviations are insignificant, do not lead to an essential change in the trip specifications and do not restrict the fundamental features of the trip which has been booked. Listed transfer and traveling times are applicable to change.

4.2. The Bremerhaven Tourist Board is obliged to immediately notify you of important changes or deviations in services. Any warranty claims shall remain unaffected provided that the modified services have flaws.

4.3. The Bremerhaven Tourist Board reserve the right to respectively change the listed and at the time of the booking confirmed prices in such cases where the transportation costs or the costs for specific services are increased. These costs will be increased only by the actual price increase per person for the specific service and only in those cases where more than 4 months lie between contract conclusion and the agreed trip date. In those cases where a subsequent change in the trip costs or a change in the fundamental travel components arise, you will be notified with out delay, or at least 21 days before the trip begins. An increase in price is not allowed after this time. In the case of a price increase of more than 5 % or in those cases where a significant increase of an essential travel component arises you are allowed to withdraw, free of charge, from the travel agreement or to insist upon the participation on a trip of equal quality as long as we are able to offer you such a trip from our travel offers without any additional costs for you. The above mentioned rights must be claimed immediately after Bremerhaven Tourist Board have informed you of the price increase resp. changes in the travel services.

5. Cancellation by the Customer (cancellation costs) and Substitute Persons

5.1. The customer can cancel his trip anytime before the trip begins. In this case the receipt of the cancellation by the Bremerhaven Tourist Board is decisive. It is recommended that the customer forward his cancellation in written form.

5.2. If the customer withdraws from the travel agreement or does not take the trip, the Bremerhaven Tourist Board loses its claim for the agreed travel price, but nonetheless can demand an appropriate compensation according to paragraph § 651 i II BGB. Subject to an exact calculation of the compensation claim according to paragraph § 651 i II BGB the Bremerhaven Tourist Board can demand a lump sum based on the following scale according to paragraph § 651 i III BGB. Changes of name, dates, times, number of participants until 14 days before trip begins € 15,00 charge per change per booking. The lump-sum requirement to alternate

(cancellation) amounts (all costs are per person): to the 15th day before trip begins 20 % of the travel price - from the 14th to the 7th day before trip begins 40 % of the travel price – from the 6th to the 2nd day before trip begins 50 % of the travel price – from the 1st day before trip begins 80 % of the travel price. On the day of the beginning of the trip and for no-show without cancellation 100 % of the travel price. The arrival date of the cancellation is valid for the calculation of these charges. The return of tickets contained in package tours is generally excluded. For reservation of accommodation there are different cancellation conditions, which we will indicate in the booking confirmation separately. For sail and ship trips and sail charter special cancellation agreements apply.

5.3. In all cases, the customer is at liberty to document that the Bremerhaven Tourist Board has suffered no damage or substantially less damages through the cancellation than the lump sum demanded.

5.4. Until the trip begins, you may demand that, instead of yourself a substitute customer enters into the rights and obligations specified in the travel agreement. The Bremerhaven Tourist Board may object to the substitute entering into such rights and obligations if this substitute does not fulfill the special trip requirements or his participation is prohibited by statutory or governmental directives. If a substitute enters into the agreement then the original customer and the substitute customer are liable for the total trip costs and the additional costs incurred through the substitute customer entering into this travel agreement.

5.5. It is advised that a travel cancellation expenses insurance be taken out (for example by the Hanse Merkur Reiseversicherung AG, Hamburg) as well as an evacuation and return transport expenses insurance in the case of an accident or sickness (for more information contact your health insurance company or your insurance adviser).

5.6. All cancellation or re-bookings can be made informally, however in your own interest and for documentation reasons it is advised to declare these changes in writing.

6. Termination through the Bremerhaven Tourist Board

6.1. The Bremerhaven Tourist Board can withdraw from the travel agreement if the minimum number of participants for this trip is not achieved only in those cases when

a. a minimum number of participants is specified in the travel description and a deadline is specified in the travel agreement when at the latest before the trip begins this information must be forwarded to the customer and

b. when this information is clearly stated in the travel documents. A withdrawal must be forwarded to the customer at least 14 days before the trip begins. Should the Bremerhaven Tourist Board withdraw from the travel agreement, the customer will immediately be reimbursed for all payments already rendered.

6.2. We point out that according to § 651 j BGB cancellation is legally possible in force majeure cases.

7. Warranty

7.1. Should trip components not be provided in the contractual manner agreed upon, then the customer may demand remedial action from the Bremerhaven Tourist Board. The problem must immediately be brought to the attention of the representative on site or to the Bremerhaven Tourist Board. The Bremerhaven Tourist Board can then provide remedial action by rendering a similar replacement performance.

7.2. For the duration of a non-contractual provision of the trip the customer may demand a corresponding reduction of the trip price, should the problem be more than an unimportant flaw. If

the customer negligently fails to notify the problem, any claim to a reduction of the trip price shall be forfeited.

7.3. If, due to a flaw, a trip is substantially restricted then the customer may terminate the travel agreement. A termination of the travel agreement by the customer is only in those cases valid where the Bremerhaven Tourist Board provides no remedy within an appropriate timeframe. The provision of a notice period for remedial action is not required in those cases where a remedial action is impossible or rejected by the Bremerhaven Tourist Board or when the immediate termination of the travel agreement is justified by a special interest upon the part of the customer.

8. Liability

8.1. The contractual liability upon the part of the Bremerhaven Tourist Board for damages which do not involve physical injury shall be limited to three times the trip price provided the damages have neither been caused by intentional wrongdoing or gross negligence. The same applies for damages suffered by a customer solely owing to the negligence of a service provider. We refer to the legal regulations according to § 651 h I BGB.

8.2. All damage compensation claims asserted against the Bremerhaven Tourist Board owing to tortuous acts that are not based on intentional wrongdoing or gross negligence shall be limited to three times the trip price. These maximum liability amounts shall apply respectively for each customer and each trip. The limitation of further possible claims remains unaffected due to international rules.

8.3. Tours, transfers, sport activities and car rentals, which have been offered and booked through local travel agents in their own companies or through other persons in their own companies are not part of the travel agreement made between the customer and the Bremerhaven Tourist Board; the Bremerhaven Tourist Board is not liable for these services. The same holds true for travel offers which are only mentioned as being worth seeing in the travel documents.

8.4. A compensation claim against the Bremerhaven Tourist Board is insofar limited or barred, when due to international agreements or legal regulations pertaining to these agreements, which apply to services performed by other providers, claims against this provider can only be made under certain circumstances or limitations or under certain circumstances are barred. We refer to the legal regulations according to § 651 h II BGB

9. Obligation to cooperate/Make notification of defects.

In the event of any service disruptions, the customer is obliged to do everything in accordance with the statutory provisions to contribute to the elimination of the disruption or to minimize any possible damages. It is the responsibility of the customer to immediately inform the local travel agent or the Bremerhaven Tourist Board of the defects. If the customer negligently fails to make notification of a defect any claim to a price reduction shall be forfeited. This is only valid when the notification is obviously futile or for other reasons unacceptable.

10. Exemption from Claims and Statute of Limitation

10.1. Claims for a breach of the agreed terms of contract (§§ 651c to 651 f BGB) must be submitted to the Bremerhaven Tourist Board within one month after the official end of the tour (address see point 14). It is advised to submit this claim in writing. The claim or the submission of the registration to the travel agent (travel office) is not acceptable for complying with the deadline. The customer can still place a claim

after this deadline if he/she was through no fault of his/her own hindered.

10.2. Claims according to paragraph §§ 651 c through 651 f BGB applying to loss or damage for death or personal injury caused by negligence on the part of the Bremerhaven Tourist Board or their legal representatives acting on behalf of the Bremerhaven Tourist Board are subject to a limitation period of 2 years. The same holds true for other damages that have occurred due to negligence on the part of the Bremerhaven Tourist Board or their legal representatives acting on behalf of the Bremerhaven Tourist Board. All other claims according to paragraph § 651 c - 651 f BGB shall become statute barred in one year. The period of limitation shall begin on the date when the trip was supposed to have ended as per travel agreement. The period of limitation shall be suspended as long as the customer and the Bremerhaven Tourist Board are conducting negotiations regarding claims. Suspension shall end as soon as one party refuses to continue the negotiations. The limitation of actions shall commence at the earliest 3 months after the end of the suspension. The legal period of limitation of 3 years for claims regarding unlawful actions remains unaffected.

10.3. The assignment of a claim against the Bremerhaven Tourist Board to a third party also spouse or relatives is not possible.

11. Passport-, Visa- and Health Regulations

11.1. The Bremerhaven Tourist Board is responsible for informing civilians of a country within the European Community, in which the trip is offered about respective passport and visa regulations as well as eventual regulation modifications before the beginning of the trip. For civilians of other countries information is available at the respective consulate offices. Special health regulations of the country of destination are included in the travel documents supplied by the Bremerhaven Tourist Board. The customer should inform himself in due time about necessary vaccination protection. Information on this topic is available through local health authorities, physicians (travel physicians) and at tropical institutes.

11.2. The Bremerhaven Tourist Board is not responsible for the timely issuance and delivery of the necessary visas through the respective diplomatic authority also in those cases where the customer authorized the Bremerhaven Tourist Board with this task. The Bremerhaven Tourist Board can only be held responsible if it is responsible for the delay.

11.3. The customer is responsible for observing all important passport, visa and health regulations which are necessary for the trip. All penalties, especially arising cancellation fees, which arise through the non-observance of the necessary regulations shall be carried by the customer himself/herself, however not in those cases where the necessary or correct information was negligently withheld by the Bremerhaven Tourist Board.

12. Court of Jurisdiction

12.1. The court of jurisdiction for the Bremerhaven Tourist Board is the business location in Bremerhaven.

12.2. For proceedings instituted by the Bremerhaven Tourist Board against the customer, the latter's place of residence is relevant, unless proceedings are instituted against merchants who have changed their domicile or usual place of residence abroad or whose domicile or usual place of residence is unknown at the time of the proceedings. In these cases, the local court of the Bremerhaven Tourist Board is relevant.

13. Other Regulations

13.1. If any provision of these terms and conditions shall be unlawful, void or for any

reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceable of the remaining provisions.

13.2. These regulations are valid as of August 2014.

14. Tour Operator: Address and business location of the

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Tel.: +49 (0) 471 / 80936-100, Telefax: +49 (0) 471 / 80936-190;

Register court Bremerhaven, commercial register Abt. B, district court, No.HRB 28788 HB.

Managing Director: Raymond Kiesbye