

Travel conditions of the CE State Union of North Rhine and Westphalia

1. Application and fees

1.1. Submitting the application, which can be done in a written form, means that the participant asks the organizers for the conclusion of a travel contract on the basis of a travel offer containing information and guide.

1.2. The travel contract is based on the written acknowledgement of the organizers sent to the participant. The travel contract can exceptionally be concluded for a travel period up to 7 days, through the application of the participant (without an acknowledgement), unless the organizer refuses the application within 10 days.

2. Obligations, prices, conditions

2.1. The organizer is obliged to provide services based on the acknowledgement, which was issued according to the guide and description in the travel offer, valid as of the date of travel.

2. 2. Unmarried couples are not entitled for a double room.

2. 3. The modification or cancellation of the individual offers, differing from the agreed terms, settled in good faith, valid after the conclusion of the contract, are allowed, so far the modification of the overall booking of the leisure time is not affected. The eventual warranty claims are accepted, so far the modified offer is deficient. The organizer has to inform the participant about modifications or cancellation, if this is possible.

2. 4. Changes of advertised and confirmed prices after the conclusion of the leisure time contract is allowed in accordance with the following terms:

- a. The organizer can request a change of price in case of increase of the transport costs, which is a budget item of certain services, like seaport and airport taxes or a change of the exchange rate of the trip in question.
- b. The changes can be requested only for the amount per person or seat.
- c. The organizer has to inform the participant immediately after finding out about the increase of the prices or any modification. Less than 20 days before the departure change of prices can't be requested.
- d. In case the price increases with more than 5%, the participant is entitled to withdraw from the agreement without any taxes, or to request the application for another travel period with the same value, if the organizer is able to modify the offer without an additional cost. The participant can demand these rights immediately after the announcement of the modification by the organizer.

3. Withdrawal of the participant, missing

3. 1. The participant can notify in a written form the organizer about the withdraw from the contract, until the beginning of the leisure time.

3. 2. In any case of the withdrawal of the participant, the organizer is taking into account the cost of the cancellation or in other words the possible alternative use of the travel service:

- a. 43. day before arrival 10%
- b. 42. day to 30. day before arrival 15%
- c. 29. day to 23. day before arrival 20%
- d. 22. day to 16. day before arrival 30%
- e. 15. day to 9. day before arrival 45%

- f. 8. day to 1. day before arrival 60%
- g. on the day of the arrival 75%

In all the cases at least 25 euro/participant. The calculation is based on the total amount per participant.

- 3. 3. The participant has the right to prove that the claimed fee is actually lower than assigned. In this case the participant has the right to pay only his share of cost.
- 3. 4. Missing the leisure time without a withdrawal statement doesn't mean the cease of the contract. The participant has to pay 90% contribution for the organizer.
- 3. 5. Until the beginning of the travel, the participant can ask that a 3rd person would benefit of the rights and take over the obligations of the contract. The organizer can call of the 3rd person, if this doesn't fit the travel requirements or if it's participation is limited by the law or it's in conflict with regulatory arrangements. If a 3rd person takes over the participant's contract, the two of them are responsible to support the travel costs and the 25 euro additional cost which comes with the the withdrawal of the initial participant after conduding the contract.

3. 6. Bank contact:

Rheinisch-Westfälischer EC Jugendverband

IBAN: DE54452615470002616303

BIC: GENODEM1SPO

4. The participant's obligation, exdusion, dismissal of the participant

- 4.1. The leisure time and presentations within the CE State Union of North Rhine and Westphalia are conducted in a christian environment. Those who apply, agree to participate on activities, presentations, programs or semons based on the Bible.
- 4. 2. Consuming alcohol on trainings or free time programs is not allowed for groups who are made of, even partially of under aged persons (minors).
- 4. 3. The participant is asked to pay attention to the information found in the guide, newsletter or prospect of the organizer.
- 4. 4. It is an obligation prescribed by the law (§651d Abs. 2 BGB (German law)) to draw attention to perturbances and noise and report it immediately or ask for help from the leader of the group.
- 4. 5. There's nothing expected from the participant if the occurrence stays unpunished.
- 4. 6. If the travel is affected heavily by a defect, the participant can call off the contract. The same applies, when the travel can't be carried out because of several reasons acknowledged by the organizer. The cancellation is valid if the organizer and the management can have a certain period defined by the participant to make arrangements, without offering a remedy. It is not necessary to define such a period, if it is possible to judge instantly wether a remedy can be offered or not or when the immediate cease of the contract is justified by a particular interest of the participant.
- 4. 7. The participant is obliged by the law (§651gAbs. 1 BGB (German law)) to address warranty claims based on the contract in one month's time after the travel's end date that are explained in the following:
 - a. The participant agrees to address warranty claims based on the services provided by the organizer stated in the contract in one month's time from the return date.
 - b. The complaint can only be filed at the organizer where the travel was booked.
 - c. After this period daims can be made only if the participant has been somehow prevented to keep the deadline.

5. Pass/Visa, Health policy

- 5. 1. The organizer provides information in the catalogue about regulations, documents to be taken care of concerning the travel. Without any special notification, the organizer considers the participant a german citizen and doesn't act like the participant would be of special needs (double citizenship, no citizenship).

5. 2. If changes occur in the regulations featured in the catalogue, the organizer will inform the participant.
5. 3. The organizer is not responsible for issuing or making access to the proper visa through the diplomatic representation, even if the organizer takes over the procurement, unless the delay is the organizer's fault.

6. Withdrawal and cancellation from the Organizer's side

6. 1. The organizer can withdraw from the travel contract if he hasn't achieved the minimum number of participants mentioned in the prospect, under the following terms:
 - a. The organizer has to inform the participant about the cancellation of the travel, mentioning that it is not possible to carry out the travel because the minimum number of participants hasn't been achieved.
 - b. It's not allowed for the organizer to withdraw in less than 3 weeks.
 - c. In case of a cancellation the participant can request another booking in the same value, if the organizer is able to provide such a leisure time without causing additional costs to the participant.
 - d. In case the participant is not able to travel again, the organizer will settle the costs immediately.
6. 2. The organizer can cancel the travel contract if the participant is not careful about the warnings of the organizer or the travel guide, he constantly obstructs the leisure time and breaches the regulations of the leisure work or acts on the contrary of the travel guide's instructions. If the organizer thinks it's necessary, the travel guide is authorized to notify the (foster) parents of the under aged about return costs or to ask adults to leave on their cost, dismissing the travel contract. In both of the cases, the organizer reserves full right to collect the price of the leisure time, however he must take care of the cost of the alternative uses or advantages and even the amounts that have to be refunded.

7. Liability

7. 1. The liability of the organizer towards the participant concerning remedy out of a damage that is not corporal, based on (pre-)contractual demands is limited to three times the travel cost, if the damage has been done intentionally or by negligence of the organizer. The limitation of the liability to three times the travel cost is valid if the organizer is responsible alone for the damage.
7. 2. The organizer has no liability for leisure obstructions in the neighborhood, that are organized separately.
7. 3. In case the organizer is in the position of an air carrier, he takes over the liability of the current aviation laws linked with the international flight agreement of Warsaw, Haag, Guadalajara. The Warsaw Agreement limits the liability of carriers in respect of death, body injury, loss or late arrival of the baggage.

8. Expiration, data protection

8. 1. The claims of the participant towards the organizer, regardless of which cause, with the exception of the complaints out of negligence, expire 6 months from the return date specified in the contract. This applies for violation of the (pre-)contractual obligations and secondary obligations of the travel contract. The regulations of the §651g BGB (German law) about the violation of expiration remains unaffected.
8. 2. The data of the participant required for the administration of the travel will be collected and stored by a computer program.

9. Validity

9. 1. The travel conditions are valid from January 2007.