

Travel conditions of pepXpress for all bookings valid from 18.12.2018

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 on the basis 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, a legitimation is required, which must be provided as part of the registration process. This is a written proof which is 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, DRV ID card, employee ID card, business card in connection with the ID card or a corresponding confirmation letter 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 and can also 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. Generally pepXpress reserves the right to check randomly the data of registered users.

2.6 The applicant as a tourism professional is obliged to inspect the booked hotel and to be available for a conversation with the hotel management according to agreement.

3. Payment

3.1 Upon receipt of the travel confirmation and thus upon conclusion of the contract, a down payment of 20% of the travel price is to be paid against delivery of the security note.

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 starting 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) or credit card (American Express, Visa or Mastercard).

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

3.6 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 15,-.

3.7 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 made at a flat-rate as mentioned 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 travel documents are not received by the applicant 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 will immediately inform the applicant of any other service modification and offer him a free rebooking or free withdrawal from the booked service within a declaration period of 3 days, provided that the service modification is not insignificant. The traveller's right to withdraw from the contract free of charge in the event of a substantial or unacceptable change remains unaffected by this. Moreover, the traveller has the right to transfer the travel contract in accordance with § 651e BGB (German civil code) to another traveller under the further conditions of item 6.4.

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 17:30, 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, 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 trip or No Show 95%

Special cancellation conditions for vacation at clubs (e.g. ROBINSON CLUB, TUI MAGIC LIFE, ALDIANA)

- ✓ 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 days prior to the start of the journey 90 %
- ✓ On the day of the trip or No Show 95 %

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

The mentioned provisions regarding the withdrawal costs do apply to all travels/offers, except as pointed out to separate regulations in the particular invitation to tender. The customer is free to prove that the company has suffered no damage or only a smaller damage than the one stated in the lump sum payment.

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 date changes up to 30 days prior the start of the trip, pepXpress is entitled to charge a processing fee of Euro 30,- for each rebooking, except ROBINSON and TUI MAGIC LIFE where the processing fee is Euro 50,- per person. If such a rebooking, results in higher travel prices for fellow travellers, the travel participant must pay the difference. Rebookings made after the deadline of 30 days before starting the trip are only possible after withdrawal with a following new-registration. Basically, changes with regard to the destination can only be made after a withdrawal from the travel contract under the conditions pursuant to section 6.1 at a simultaneously effected new-registration. The travel applicant is responsible for coordinating his change requests with any other travel services booked on his behalf.

6.3 The following cancellation charges apply to trips connected with the purchase of tickets (e.g. musicals): 45 % up to 22 days before the start of the trip, 80 % from 21 days to 1 day before the start of the trip. On the day of arrival or at No Show the cancellation fee adds up to 95 % of the tour price. Name changes and other rebookings are only possible by cancellation and new-booking.

6.4 The applicant may name substitute persons for fellow passengers. Since the programmes are special trips for tourism professionals, the applicant must always belong to this group. A substitute person from the non-tourist field for the applicant is not possible. A name change before a possible ticket issuance is connected with costs of Euro 30,-.

6.5 If services booked by the traveller are not used on the spot, e.g. due to early return or for other assignable reasons, he cannot demand a proportional refund of the travel price. pepXpress will pass on possible reimbursements of saved expenses by the service providers to the customer. For the processing of such a case Euro 50,- will be charged.

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

7. Withdrawal/rebooking on the part of the tour operator

7.1 The tour operator 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 be refunded immediately. Concerning the withdrawal, the periods according to § 651 h paragraph 4 S. 1 number 1 of the BGB (German Civil Code) do apply.

7.2 The tour operator 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 the tour operator cancels the contract, he retains the right to the tour price, but must allow himself to be credited with the value of the saved expenses as well as those benefits which he obtains from another use of the unused service, including the amounts credited to him by his service provider.

8. Rescission of contract due to exceptional circumstances

In the event of force majeure, the statutory rule of § 651 h paragraph 4 S 1 number 2 BGB (German Civil Code) will apply.

9. 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.

10. Liability

10.1 The organiser's tortious liability for damage to property which is not due to intent or gross negligence is limited to three times the tour price. The maximum liability amount applies per customer and per trip. Any further claims in connection with baggage under the Montreal Convention shall remain unaffected by this restriction.

10.2 The tour operator is neither liable for disruptions to services nor for personal injury and damage to property related to services which were merely brokered as third-party services (such as transfer services to the point of departure and to the destination) if these services were expressly identified as third-party services and by stating the brokered contractual partner in the travel description of the booking confirmation.

11. 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.

12. Other provisions and agreements

12.1 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/footernavigation/datenschutz/>.

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

12.3 Place of jurisdiction for claims against pepXpress is Koblenz.

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

12.5 The application of German law shall be agreed.

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

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

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

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