

GENERAL TERMS AND CONDITIONS (GTCS)

This document is a simplified translation of the original GTCS (in German) of Fukuchan Ryoko - Olivier Baubrand (referred to below as “the tour operator”). As the registered office of the company is in Germany, the GTCS of the German version shall apply. The place of jurisdiction is the registered address of the company.

§ 1. CONCLUSION OF TOUR CONTRACT

1.1. By reserving a tour, the client asks the tour operator to conclude a contract for the intended trip. This offer is based on a detailed brochure and additional information provided by the tour operator.

1.2. The tour reservation applies not only for the requesting client, but also for all other persons specified as tour participants in the reservation document. The client who signed the reservation is then be responsible not only for his own obligations but also for those of all other participants.

1.3. The information contained in the touristic flyers and hotel brochures not published by the tour operator himself are not binding for the tour operator and his obligation to render performance, unless their content has been added after explicit agreement in the contractual services of his brochure.

1.4. Reservation can be made orally, by telephone, in writing or by email. In all cases, the following conditions shall apply:

- a) By reserving a tour, the client asks the tour operator to conclude a contract for the intended trip.
- b) A binding contract becomes effective when the tour operator accepts the reservation. When the contract is concluded or immediately after that, the tour operator will send to the client written confirmation of the trip. If the content of the confirmation differs from the reservation of the client, the tour operator remains bound to the new offer for 14 days.

1.5. Special services (single room, additional trips, excursions, additional means of transportation, etc.) can only be taken into account if they are specified at the time of reservation.



§ 2. PAYMENT

2.1. After conclusion of the contract and the submission of the security note (in German), in accordance to the directive 90/314 EEC, a deposit of 25% of the tour price must be paid by the client. The remaining amount must be paid 4 weeks before the start of the trip, insofar as the client received the security note and the trip is to take place as planned.

2.2. If the tour operator is able to organise the trip and the client has no legal right to oppose to it, the client is not be entitled to the agreed tour services or to receive the documentation relating to the trip unless full payment of the price of the trip has been effected.

2.3. In absence of payment of amounts due in whole or in part, even after a reminder with a new deadline, the tour operator can withdraw from the contract, unless there is a serious deficiency affecting the trip at that time. In the case of withdrawal from the contract due to non-payment (in whole or in part), the tour operator can demand compensation according to § 5 paragraph 5.3.

§ 3. CHANGE OF SERVICES

3.1. Changes in key travel services from the agreed content of the travel contract, which become necessary after conclusion of the contract (and not due to bad faith on the part of the tour operator), are only permitted if the changes are not significant and do not affect the overall character of the journey.

3.2. Any warranty claims on the amended service remain unaffected.

3.3. As soon as the tour operator becomes aware of the reasons of necessary changes, he is obliged to notify the client of them immediately.

3.4. In the case of a substantial change to an essential travel service, the client has the right to cancel the contract without charge or to request participation on a trip of the same quality if the operator is able to propose such a trip without extra charge. The client must assert this right immediately after being informed by the tour operator of the change of the service. This also applies to the cancellation of the contract.



§ 4. PRICE ALTERATION

In case of an increase in transport costs or changes in currency exchange rates, the tour operator retains the right to alter the price specified in the contract if a period exceeding four months has elapsed between the conclusion of the contract and the planned date for the beginning of the trip:

4.1. In the event of changes in exchange rates after conclusion of the contract, the price may be altered in proportion to the cost increase for the tour operator.

4.2. In the event of an alteration of the trip price, the tour operator must immediately inform the client of the reasons for this alteration. The client must be notified of a price alteration at the latest 21 days before the beginning of the trip. In the case of an alteration of more than 5%, the client has the right to cancel the contract without charge or to request participation on a trip of the same quality, if the operator is able to propose such a trip without extra charge. The client must assert his rights specified above immediately after having been informed by the tour operator of the price alteration.

§ 5. CANCELLATION BY CLIENT PRIOR TO BEGINNING OF TRIP/CANCELLATION FEES

5.1. The client may cancel the contract at any time prior to the beginning of the trip. Such cancellation must be sent in writing to the address of the tour operator.

5.2. If the client cancels the contract prior to the beginning of the trip or if he does not take part in the trip, the tour operator is not entitled to claim the price. Instead, the tour operator may, to the extent that the cancellation is not attributable to him or a force majeure, demand that the client pay adequate compensation for the preparations made up to the date of cancellation plus other expenses in line with the price of the trip.

5.3. The amount of compensation is staggered over time. It is a percentage of the trip price calculated based of the number of days between the date of cancellation and the agreed date for the start of the trip. The amount of compensation takes into account the costs saved by the tour operator and the services that can be used for other purposes. Compensation is calculated after receipt of the client's cancellation letter as follows:

Up to 31 days before departure: 25% of total price

From 30 days before departure: 40% of total price

From 20 days before departure: 60% of total price

From 10 days before departure: 80% of total price

From 3 days to 1 day before departure: 90% of total price

In the case of cancellation made less than 24 hours before departure or no show, the client must pay 100% of the total price.



5.4. In all cases, the client is free to prove to the tour operator that the latter has suffered no loss or the loss is significantly lower than the amount claimed.

5.5. The tour operator reserves the right to demand more compensation than the standard amounts specified in paragraph 5.3. In this case, the tour operator must accurately estimate this compensation, taking into account the expenses saved and the services that can be used for other purposes, and prove that an increase of compensation is justified.

5.6 The conditions described above do not affect the client's rights to register one or more replacement participants.

Up until the beginning of the trip, a traveller may request to be replaced in the contract by a third party, who then assumes for him the contractual rights and duties. The tour operator may refuse the participation of a third party if he does not meet the specific requirements of the trip or if his participation is contrary to legal regulations or administrative rules.

In case of the replacement of a participant by a third party, both are jointly and severally liable for the payment of the trip cost and the additional costs caused by the participation of the third party.

§ 6. CHANGES TO RESERVATION

6.1. After conclusion of the contract, the client is not entitled to request changes to the dates, destination and place of start of the trip, accommodation or modes of transport. If any changes are possible and are performed at the client's request, the tour operator may charge up to 50 days before the start of the trip, a rebooking fee amounting to €100 per participant or covering actual costs.

6.2. Any request for subsequent changes requires the cancellation of the contract in accordance with paragraphs 5.2 to 5.5, and a new reservation. This does not apply to requests for changes involving negligible costs.

§ 7. NON-USE OF CERTAIN SERVICES

If the client does not take up certain services for reasons attributable to him (e.g. early return or other compelling reasons), he is not entitled to a partial refund of the price. The tour operator will endeavour to obtain a refund of the saved expenses from service providers, unless it concerns negligible services or a refund is contrary to legal regulations or administrative rules.



§ 8. CANCELLATION DUE TO FAILURE TO PROVIDE SPECIFIED NUMBER OF PARTICIPANTS

If the minimum number of participants (specified in the booking and confirmation documents) is not reached, the tour operator may cancel the trip up to 5 weeks before its beginning. He must then immediately notify the other participants.

Cancellation by the tour operator beyond this period is not permitted.

If the trip cannot take place due to lack of participants, the total price will be reimbursed.

§ 9. CANCELLATION FOR BEHAVIOURAL REASONS

The tour operator may withdraw from the contract without notice if the client continually disrupts the course of the journey despite repeated warnings. In the case of cancellation of the contract, the tour operator is entitled to demand payment of the price of the trip, but must deduct the expenses saved and the costs associated with the services that can be used for other purposes.

§ 10. TRAVELLER'S OBLIGATION TO COOPERATION

10.1 CLAIMS

If the trip is not rendered as specified in the contract, the traveller may request that the tour operator address the issues. However, the traveller must immediately report to the tour operator all noted problems. If he fails to do so intentionally, there will be no reduction in the price. This does not apply in cases where the issues are clearly impossible to resolve or unreasonable for other reasons. The traveller must inform the guide of locally identified problems. In the absence of an on-site guide, the problems should be reported to the tour operator at the headquarters of his company. The contact details of the guide and the tour operator are indicated in the documentation issued to the client at the time of travel confirmation.

As far as possible, the guide should strive to solve the problems. He is however not authorised to acknowledge claims.

10.2 FIXING OF A DEADLINE BEFORE CANCELLATION

If a client/traveller wants to cancel the contract due to a travel deficiency, he must give the tour operator adequate time to attempt to resolve the problems. Otherwise, cancellation is not possible unless the problems cannot be resolved or the tour operator refuses to seek a remedy.

10.3 DOCUMENTATION

The client must inform the tour operator if he does not receive all the tour documents within the time specified.



§ 11. LIABILITY AND LIMITATION OF LIABILITY

11.1 The contractual liability of the tour operator for damages not resulting from harm to the life, body or health of the traveller is limited to three times the price of the trip

- a) if the harm suffered by the traveller was not caused intentionally or by gross negligence, or
- b) if the tour operator is responsible for the harm suffered by the traveller solely due to the fault of a service provider.

11.2 For all claims for compensation against the tour operator due to unlawful action not attributable to wilful intent or gross negligence, the liability for damages not resulting from harm to the life, body or health of the traveller is limited to three times the price of the trip.

This amount is valid per traveller and per trip.

11.3 The tour operator is not responsible for disruption in performance, injuries and damage in connection with external services (e.g. excursions, sporting events, theatre performances, exhibitions, means of transport) if it is clearly stated in the brochure and the confirmation document that these services are not part of the services provided by the tour operator.

§ 12. EXCLUSION AND LIMITATION OF CLAIMS

12.1. If the tour operator did not provide all the services planned in the contract, the client must send a claim and assert his rights within 30 days following the date scheduled for the end of the trip. After this period, the client can only assert his rights if he can prove that circumstances beyond his control prevented him from making the application on time.

12.2. The rights of the client are valid for two years. The period begins on the date scheduled for the end of the trip. In the case of ongoing negotiations on the circumstances relating to the rights that the client is asserting, the limitation period is suspended until the client or tour operator refuses continuation of the negotiations. The limitation period comes into force at the earliest 3 months after the end of suspension.



§ 13. PASSPORT, VISA AND HEALTH REGULATIONS

13.1. The tour operator will inform the nationals of EU member states in which the trip is offered, about passport, visa and health regulations before the contract is concluded and, in the case of changes, before the start of the trip. Nationals of other countries will need to contact the responsible consulate for information. The tour operator assumes that the client and the other participants are not subject to special circumstances (e.g. dual nationality, statelessness).

13.2. The client must have the necessary travel documents (passport), perform any necessary vaccinations and observe the relevant customs regulations. Problems resulting from non-compliance with these regulations, e.g. the payment of cancellation fees, is the responsibility of the client. This does not apply if the tour operator failed to inform the client or provided insufficient or incorrect information.

§ 14. CANCELLATION DUE TO FORCE MAJEURE

If, following a case of force majeure not foreseeable at the conclusion of the contract, the course of the journey is severely hampered, both the tour operator and the client have the right to cancel the contract.

Upon cancellation, the two parties must bear equally the cost of repatriation. Additional charges are at the client's expense.

§ 15. OTHER PROVISIONS

15.1. Unless otherwise indicated, no travel insurance is included in the price. We strongly recommend that participants take out an insurance for cancellation, civil liability, health and repatriation.

15.2 Pregnant women, people traveling with small children and people with chronic illnesses, allergies or people with reduced mobility should check with the tour operator before booking in order to establish whether participation in the trip is possible.

15.3 Routes are subject to change in the case of bad weather or similar reasons.

15.4 Side agreements must be in writing.

15.5 The place of jurisdiction is the registered address of the company. German law shall apply.



§ 16. SAFEGUARD CLAUSE

If any provision of this contract is found to be invalid or impracticable or becomes invalid or impracticable after conclusion of the contract, this does not affect the validity of the remainder of the contract. The invalid or impracticable provisions must be replaced by a valid and practicable regulation whose effects are the closest possible to the original intention of both parties. The above provisions shall apply accordingly in the event of gaps or omissions in the contract.

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