

# Terms & Conditions

The following terms and conditions apply to all programs advertised and administered by CollegeCouncil gGmbH, hereafter referred to as "CollegeCouncil." CollegeCouncil gGmbH and its affiliated partners; which are subject the terms of the agreement insofar as they advertise and administer services in cooperation with CollegeCouncil gGmbH, and are expressly mentioned in the following contract; are hereafter referred to collectively as the "Travel Organisers". The program participant, i.e., a person who bindingly engages the services of College Council by means of a contract, as described below, is hereafter referred to as the "Participant."

## 1. Reservations and Confirmations

The Participant's completed application constitutes a binding request to College Council to fulfil the terms of a program or travel contract. The contract shall become effective with written confirmation and an invoice from the Travel Organisers. Should the contents of the confirmation and invoice differ from the contents of the booking on the application form, the Participant will be explicitly notified of such changes per email. Such a change, which College Council reserves the right to perform, especially on the basis of exchange rate fluctuations, represents a new offer. College Council will be bound by this new offer for a period of 10 days. If, after 10 days, College Council has received no statement from the Participant, College Council will notify the Participant, as a precaution, that neither a travel contract with College Council nor the Participant's booking have taken effect.

## 2. Payment, Travel documents and Insurance Certificate

A payment of 10% of the invoice, or the amount shown on the invoice, (up to a maximum of 255 euros, unless the accounting records indicate a later deadline) is due within 10 days of receipt of the invoice and the insurance certificate, unless stated otherwise. Upon receipt of payment, College Council will immediately dispatch the travel documents. The outstanding balance is due one month before the commencement of travel.

The processing fee for College Council's work programs must be paid in full as a deposit before program registration. In the case of refusal by College Council, the deposit will be refunded without a specific request from the Participant.

## 3. Amendments to Services and Price

Any necessary changes to or deviations from the travel services agreed to in the original contract, insofar as they are made after the conclusion of the contract and not made in bad faith by College Council, will be permitted, insofar as they do not affect the overall form and outcome of the journey.

Potential warranty claims remain unaffected should the altered services prove defective. College Council is obliged to inform the Participant immediately of any changes or alterations to the service. If necessary, College Council will offer the Participant a free rebooking or a refund.

College Council is entitled to change the travel price after the conclusion of the contract if new or unforeseeable circumstances should arise which affect the following price components and which are not caused by the Travel Organisers: changes to transport costs; fees for certain services, such as seaport or airport fees; or a change in the exchange rates applicable to the journey, insofar as the time between the confirmation of

travel and the contractually agreed date of commencement of travel is more than four months.

In the case of a subsequent change in the travel price, College Council must notify the Participant at least 3 weeks before the commencement of travel. Price changes after this time are not permitted. In the case of a price increase of more than 5%, or in the event of a significant change to an essential travel service, the customer is entitled, without the payment of a fee, to withdraw from the travel contract and instead participate in a trip of equal or greater value, if College Council is able to provide such a trip without further cost to the Participant from the College Council offer, and subject to the suitability of the traveller to the program. College Council wishes to draw attention to the fact that, due to the special requirements of programs (e.g. prior knowledge, physical fitness, age restrictions, applicable regulatory or legal restrictions in Germany or in the host country), the entry of a third party into the rights and obligations of the travel contract is not always possible (see also Clause 6: substitute participants).

The customer must request a withdrawal or substitute trip from College Council immediately after learning of the changes made. The latter also applies to the permitted cancellation of the trip through the Travel Organisers.

#### **4. Withdrawal from the Program by the Participant**

The Participant can withdraw at any time before the start of a program. For the Participant's own benefit and to avoid any misunderstanding, College Council strongly recommends that the Participant declare his or her withdrawal in writing. If the Participant withdraws from the program or travel contract, or decides not to travel, College Council reserves the right to demand adequate compensation for the program and travel arrangements already made and expenses already incurred. In calculating the compensation, College Council will take into account the expenses saved and costs of the program and travel services otherwise incurred. It is the Participant's responsibility to prove that his or her withdrawal from the program, or failure to commence the trip, incurred costs lower than the stated price of the original package, or no costs at all, for College Council. Generally, the cancellation fee is calculated as follows per person:

- up to 30 days before the commencement of the program or trip: 10% of the price of the overall service, but at least up to 25 euros.
- up to 15 days before the commencement of the program or trip: 25% of the total price of the package.
- up to 7 days before the commencement of the program or trip: 55% of the total price of the package.

Up to 2 days before the commencement of the program or trip, or in the event of not travelling (without advanced notice): 100% of the total price of the package

The following cancellation fee structure applies to the work programs offered by the Travel Organisers:

- for cancellation within 10 days after registration: refund of 85%.
- for cancellation more than 8 weeks before departure: refund of 50%.
- for cancellation less than 8 weeks before departure: no refund.

Shorter cancellation deadlines may apply to individual work programs offered by the Travel Organisers. Details of such deadlines can be found in the specific program documentation.

The following cancellation fee structure applies to culture and horse-riding trips offered by the Travel Organisers:

- \* up to the 70<sup>th</sup> day before commencement of travel: €60 per person
- \* between the 69<sup>th</sup> and 30<sup>th</sup> day before commencement of travel: 30% of the travel price
- \* between the 20<sup>th</sup> and 10<sup>th</sup> day before commencement of travel: 50% of the travel price
- \* between the 9<sup>th</sup> and 1<sup>st</sup> day before commencement of travel: 85% of the travel price, minimum €60 per person. The travel conditions of the respective program brochure apply.

In each case it is advisable to take out cancellation insurance, which will, depending on the conditions of the insurance, largely cover the costs incurred for the cancellation or termination of a trip.

## **5. Rebooking**

Rebooking, i.e. changes in the travel date, program location or other cost-incurring alterations to the travel plan within 30 days inclusive before commencement of travel, incurs a fee of €51 per person, insofar as College Council has not in any individual case incurred higher total costs, in the calculation of which College Council will deduct the costs no longer incurred as a result of the rebooking. Transferring from one program organiser and service provider to another will be treated as a cancellation and subsequent registration.

## **6. Substitute participants**

If there is a reasonable amount of time remaining before the commencement of the trip, it is possible to substitute one person for another as a program participant, insofar as there are no special requirements arising from the particular program (see also Clause 4: Withdrawal from the program by the participant). The substitution of one person for another as a program participant will be treated as a transfer.

## **7. Written notifications**

All notifications of cancellations, rebookings and alterations should be in writing, for the Participant's own benefit.

## **8. Cancellation by the Travel Organisers**

The terms of the Travel Organisers are listed in the individual program descriptions. In general, the Travel Organisers can rescind or terminate a program or trip either before or after commencement a) without warning, if the Participant disturbs or endangers others through their conduct, during the course of the program or trip, despite our warnings, or otherwise breaches the terms of the contract to such an extent that the immediate cancellation of the contract is justified.

b) if the program participant's documents submitted for application are not truthfully filled out such that deception is suspected, or if the dates of travel are altered without consulting or without the explicit confirmation of the Travel Organisers.

Should the Travel Organisers terminate the program or trip for reasons a) or b), the Travel Organisers shall be entitled to retain the travel or program fees. College Council will however deduct the value of the expenses not yet realised, as well as any benefits College

Council receives from the reassignment of the unused services, including any amounts credited to College Council by the other Travel Organisers. In the case of b), the Travel Organisers expressly reserve the right to pursue legal action.

## **9. Cancellation of the contract due to force majeure**

Should the trip and program be considerably impeded or impaired by dangerous conditions or unforeseen circumstances (force majeure), which result in the contract remaining unfulfilled, both the Participant and the Travel Organisers may terminate the contract. If the contract is terminated, The Travel Organisers may claim adequate compensation for services already rendered or to end the journey.

## **10. Liability**

The Travel Organisers are required to observe due diligence to ensure the conscientious preparation, careful selection and monitoring of the institutions and service providers they entrust with the implementation of their programs, as well as the accuracy of the service descriptions in the catalogs and program documents of the Travel Organisers, and the proper provision of services, where this is under the direct control of the Travel Organisers. College Council is also liable for the debt of any person entrusted with the provision of such services.

For many of our offers, College Council provides the results of our research as the provision of an information service, the accuracy of which is accomplished to the best of our knowledge and belief. Legal guarantees cannot be made and Travel Organisers cannot be held liable for information on international circumstances, institutional, legal and official regulations as well as school and higher education programs which are subject to continuous change without notice.

In the case of a complaint, the Travel Organisers will endeavour to reach a mutually satisfactory resolution. During the program and trip, the Participant is required in accordance with legal provisions, to take any reasonable action to avoid or prevent disruptions or disturbances, to rectify any problems and to limit any damage. This means in particular the obligation to report the problem immediately to the person on site who is directly responsible for the program. If the Participant does not fulfil this obligation, the he or she will not later be able to make a claim for compensation. If necessary, the Participant is to contact College Council via email or telephone.

If part of the trip and program involves travel using scheduled means of transportation, College Council will employ external services and the Participant will be issued with a corresponding ticket, as expressly stated in the itinerary. College Council is not personally liable for the performance of the transportation service. Liability in this case is governed by the terms of this company, of which the Participant is expressly aware and which College Council will make available to the Participant upon request.

## **11. Passport, Visa, Customs, Currency and Health Regulations**

The Travel Organisers hereby guarantee and warrant that they will inform citizens of the country in which the trip and program is offered of all passport, visa and health requirements as well as changes prior to the commencement of travel. The relevant consulate can provide information to citizens of other countries. The Travel Organisers are not responsible for the timely issuance and receipt of necessary visas from respective diplomatic representatives, even if the Participant has charged the Travel Organisers with

the procurement of such visas, unless the Travel Organisers are specifically responsible for the delay. The Participant is responsible for compliance with all of the provisions and rules of travel and of the program. All complications arising from non-compliance with these regulations are at the Participant's expense, except when they are caused through the provision of culpably wrong or incorrect information by the Travel Organisers.

## **12. Limitation of liability**

Contractual limitation of liability

The Travel Organisers' contractual liabilities are limited to three times the amount of travel and program price, insofar as

1. damages have been caused intentionally or through gross negligence by the Travel Organisers, or

2. the Travel Organisers are solely responsible for the damages suffered by the traveller through the fault of a service provider.

Tort liability limitation:

Claims for compensation against the Travel Organisers for unlawful acts, unless the damage was intentional or caused by gross negligence, are limited to € 4,091 for property damage, and unlimited for personal injury. If the cost of travel is greater than € 1,363.67, the liability for damages is limited to three times the trip or program price. These maximum liability amounts apply to every customer and every trip or program.

A claim for damages against the Travel Organisers is limited or excluded to the extent that international conventions (or regulations arising from international regulations) applicable to the activities of service providers limit or exclude damage claims against such service providers. Insofar as College Council is the contracting air carrier, our liability is regulated by the provisions of the Air Transportation Act in conjunction with the Warsaw Convention, the Hague Convention, the Guadalajara Convention, and the Montreal Agreement. These agreements generally limit the liability of air carriers to death or bodily injury, loss and damage to baggage. The Travel Organisers assume such liability as required by these conventions, insofar as the Travel Organisers are considered service providers according to the terms of the conventions.

## **13. Exclusion of Claims and Statute of Limitations**

Claims against College Council due to the non-compliant delivery of the trip and program can be made up to one month after the contractually agreed termination of the trip and program. After the deadline, the Participant can only make a claim if he or she was prevented from meeting the deadline through no fault of the Participant's own. It is in the Participant's own interests to make the claim in writing. All claims arising from the travel agreement come under the statute of limitations six months following the contractually agreed termination of the trip and program. The statute of limitations begins on the date the trip and program should end according to the contract. If the Participant has made a claim for compensation, the limitations period is suspended until the date The Travel Organisers reject the claim in writing. Tort claims come under the statute of limitations after three years.

## **14. Insurance**

Bankruptcy protection insurance: Generally the Travel Organisers shall only be entitled to demand that the Participant pay the tour price if it is ensured against the insolvency or bankruptcy of the program and travel operators. In such cases, the price paid and any necessary costs for a return journey will be refunded (§ 651 k BGB). Accordingly, the Travel Organisers have secured themselves against the risk of insolvency with the Travelsafe service for tourist insurance (Travelsafe Service-Gesellschaft für Touristik-Versicherungen mbH). The “insurance certificate”, which securitises the Participant in a direct claim against the insurer in the event of insolvency or bankruptcy, will be given to the Participant no later than the Participant’s booking documents.

Travel insurance: College Council recommends that the Participant take out a travel cancellation insurance policy for his or her own protection.

Compulsory health insurance through College Council: in cases where compulsory insurance against sickness and and or injury are required as part of the specific conditions of a program, such insurance shall be provided automatically by College Council or the organisation, institution, school or higher educational facility responsible for the program to the program and travel participant as part of the program and travel service.

## **15. Jurisdiction**

The place of jurisdiction for businesspersons, persons who do not fall under German general jurisdiction, and those who, after the termination of the contract, are located abroad, or whose domicile or habitual residence at the time of legal action is not known, is Berlin, Germany.

The German-language version of this text forms the basis for these terms and conditions, which are legally binding.

February 2013