



General Terms of Cancellation and Payment

Dear Customer,

VÖLKE*l* incoming provides tour operators with travel services, while offering direct travel services to our customers. Völkel incoming is not a tour operator according to German tourism law. We provide services based on the following conditions:

1. Booking and Confirmation

1.1 Booking a tour with Völkel incoming means you are entering a binding contract with Völkel Incoming. This should be done in writing, i.e. by letter, fax or email.

1.2 As soon as we confirm in writing the price of your travel services, Völkel Incoming will consider your contract as binding.

1.3 Should any contents of Völkel Incoming's confirmation differ from the booking contents, there will be a new offer which shall be binding to Völkel Incoming for a period of ten days. The contract will be established based on this new offer, unless you object in writing to Völkel Incoming within 10 days after receipt of the new offer. Völkel Incoming will remind you of the period of objection separately.

2. Payment

2.1 We preserve the right to ask for an appropriate advanced payment deposit for reservations upon or after contract closure. The deposit amount and the date of payment shall be agreed on in writing and be part of the contract. Of course the deposit shall be credited – to the overall the travel price. Völkel Incoming preserves the right to claim a 20% advanced payment of the travel price in case there is no individual contract.

Any cost for an insurance contract mediated by Völkel Incoming shall be due in full along with the advanced payment and will on no account be reimbursed by Völkel Incoming, neither in full nor proportionately according to the cancellation grid in paragraph 4.1.

Any invoices without due date are payable without discount within 14 days from date of invoice.

Vouchers shall be sent to you by email immediately after receipt of the invoice amount. We kindly ask you to carefully verify the vouchers upon receipt in your own interest. You will need to present the vouchers to your hotel staff, your guide, or other service providers. Please enter the following if you prefer using your own voucher:
„Reservation and Payment by Völkel Incoming .

2.2 In case of credit card payment (Visa, Master Card/Eurocard, and/or American Express will be accepted), a 3% credit card fee will be added to the total amount. We preserve the right to invoice any higher processing fees that might be charged by the respective bankers.

2.3 Any cancellation or rebooking fees shall be payable immediately. When renting a car or a vacation home, the service provider may ask you for an appropriate security deposit for any additional expenses and/or any losses whatsoever that might arise from the use of such goods.

2.4 Failure to pay in full any amounts payable despite of a notice, including a respective period of grace, shall grant Völkel Incoming the right to withdraw from the contract and to claim a cancellation fee for reimbursement according to paragraph 4.1, unless some significant travel deficiencies have been observed by that time.

3. Services and Options

3.1 Services agreed by contract are limited to the specifications contained in the travel confirmation and invoice.

3.2 All offers are bound to a minimum number of participants. Völkel Incoming preserves the right to adjust the service price within the reasonable limits deemed to be usual in this line of business, should the minimum number of participants not be met.

4. Customer's Cancellation, Rebooking, Replacement

4.1 If you cancel the contract or if you do not utilize the booked service, Völkel Incoming may charge you a refund for any travel preparations made and any cost related to them. Völkel Incoming's claim for reimbursement will take into consideration any usual saved expenditures and/or other possible benefits as a lump-sum amount according to the grid below, notwithstanding your responsibility to provide evidence for any cost which might fall below the stated amount or cost that may not have arisen. The cancellation fees per person in % of the respective travel price are as follows:*

up to 42 days prior to departure - no cost

up to 30 days prior to departure - 10% (min. EUR 50)

up to 21 days prior to departure - 40%

up to 14 days prior to departure - 50%

up to 7 days prior to departure - 80%

up to departure or in case of absence - 100%.

* (These conditions do not apply during fairs, conferences, or similar events and are only valid if not otherwise stated in the offer/confirmation).

Cancellation fees during fairs, conferences, or similar events differ from the cancellation fees above.

The following cancellation fees per person in % of the respective travel price apply unless otherwise stated in the offer/confirmation:

up to 180 days prior to departure - no cost

up to 120 days prior to departure - 20%

up to departure or in case of absence - 100%.

4.2 If you wish to change your itinerary after booking the trip, such as the travel date, destination, place of departure, accommodations, or mode of transportation, the cost will by default be the same as in case of a cancellation from your side. Therefore, conditions and fees of cancellation may apply for rebooking. Any other minor changes may be accounted for by Völkel Incoming with a EUR 50,- service fee.

4.3 Declarations of cancellation, rebooking and/or change may be informal but should be in writing as a matter of evidence and in your own interest.

5. Services not utilized

If you do not use some individual services due to early return or other reasons, Völkel Incoming will ask the service providers to reimburse any saved expenditures. This obligation does not apply for services which are deemed completely insignificant.

6. Termination due to Force Majeure (such as natural disasters and other events beyond anyone's control)

6.1. In case of termination of the travel contract due to force majeure, German Civil Code § 651j shall apply. The translation of the wording reads like the following:

„(1) Should the trip be significantly complicated, jeopardized, or otherwise affected after contract closure, both the tour operator and the traveler may terminate the contract by solely referring to this provision.

(2) In case of contract termination according to article 1, the provisions under § 651e par. 3 clause 1 and 2, par. 4 clause 1 shall apply. Both parties shall bear one half each of any additional cost of return transportation. Further additional cost shall be at the traveler's expense.“

7. Warranties and Compensation for Damages

7.1 You may claim remedy if the travel service is not delivered according to the contract. Notwithstanding the preferential liability of Völkel Incoming, this implies a cooperation from your side. Therefore, it is your responsibility to take any reasonable measures that may contribute to a settlement of the issue and minimize or avoid any potential harm which may arise. You are obligated in particular to announce your complaints immediately. If you have any complaint, please contact Völkel Incoming directly. Völkel Incoming is entitled to deliver a remedy with a value equal to or exceeding the cost of the original item. Moreover, Völkel Incoming may deny any remedy that would imply a disproportionate burden. Any complaints you might have, should be sent to Völkel Incoming by fax (+49 5066 7000-84), email info@voelkel-incoming.de or via a phone call to our phone service (+49 5066 7000-70).

7.2 You may claim a deduction of the service price for the period of time in which a service is not delivered according to the contract. Such deduction may not apply if you failed to announce the deficit according to item 7.1 above.

7.3 If the travel is significantly affected by a deficit which Völkel Incoming is not able to eliminate within an appropriate period of time although you asked for remedy, you may cancel the contract within the scope of legal terms and/or claim compensation insofar as Völkel Incoming is to be held responsible for the deficit of the service. In case of a termination for reasons which IQ Incoming is not to be held responsible for, you will be charged for the part of the travel price related to the services utilized.

8. Liabilities

8.1 Within the scope of fair business, Völkel Incoming guarantees for: correctness of all services the contract includes according to item 3.2, proper delivery of all services agreed, but not for any specifications taken from hotel and/or site brochures.

8.2 Völkel Incoming's contractual liability for damages not related to personal injuries is limited to three times the travel price if the following condition(s) apply:

- a) the traveler has experienced a damage that was not caused in a deliberate or grossly negligent manner, or
- b) Völkel Incoming is responsible for a damage a traveler experienced only due to default of a service provider.

8.3 For any claim in tort against Völkel Incoming for a damage that was not caused in a deliberate or grossly negligent manner, liability for property damage are limited to three times the travel price per traveler and travel arrangements. Any further claims related to baggage according to the Montreal Convention will be unaffected by these limitations. For your own sake, we recommend you purchase a travel accident insurance and a baggage insurance.

8.4 Völkel Incoming is not liable for any service disturbances related to services that are provided as contracted service only (e.g. a sports event, a visit to a theatre, an exposition, transportation to and from the start and target location indicated), as far as these services are explicitly identified in the travel advertisement, where the contracted partner's services are identified as contracted services, thus evidently excluding them from the scope of Völkel Incoming's travel services.

9. Claims Exclusion and Limitation of Actions

9.1 Any contractual claims related to travel deficits (according to German Civil Code §§ 651c to 651f) should be enforced within one month from the day after the travel end date agreed. If the last day of the travel is a Sunday, a general bank holiday officially recognized at the place of agreement, or a Saturday, the next working day shall be considered as the end date. After the end date, claims may be asserted only if you were hindered independent of negligence from keeping the term. For your own sake, you should assert your claims in writing and send them to Völkel Incoming at the following address:

Völkel incoming Travel & Destination Management, CEO Renate Völkel-Hanne, Steinstr. 15, D-31157 Sarstedt

9.2 Your claims will expire within a year beginning with the close of the year in which the claim arose and you noticed the facts justifying such claim - or you should have noticed without gross negligence - unless the claims are related to personal injury, health, or a neglect of duty from Völkel Incoming's side caused in a deliberate or grossly negligent manner. If you have a negotiation pending with Völkel Incoming concerning the claim or the circumstances that constitute the claim, limitation of actions shall be inhibited until you or Völkel Incoming refuse to continue negotiations. The limitation of actions will occur 3 months after the end of inhibition at the earliest. Any claims in tort will become time-barred after 3 years.

9.3 An assignation of claims against Völkel Incoming is not allowed, except for fellow passengers who are your family members.

10. Jurisdiction

Jurisdiction for registered traders, for persons without a general domestic jurisdiction, and for persons who transferred their home address or main residence to a foreign country after contract closure or whose home address or main residence is unknown by the time of filing the complaint, shall be the city of Cologne, Germany.

11. Invalidity of individual Provisions

Invalidity of individual provisions of the travel contract does not imply invalidity of the travel contract as such.

12. Privacy and Miscellaneous Items

All person-related data delivered from you to Völkel Incoming for handling your travel are protected against misfeasance according to the German Data Protection Act. Oral agreements are mostly improvable after the fact. For this reason, Völkel Incoming will accept no oral agreements unless they have been confirmed in writing. We preserve the right to correct any printing and/or obvious calculation errors.