

General Terms and Conditions (GTC) of Ventura TRAVEL GmbH for trips of the brand "Polartours"

Last update: 4 January 2021

These are the General Terms and Conditions (GTC) of Ventura TRAVEL GmbH for the brand „Polartours“. The following General Terms and Conditions (GTC) shall, if validly agreed, become part of the package travel contract concluded between the customer (=traveller) and the tour operator (organiser) Ventura TRAVEL GmbH (hereinafter referred to as Polartours) for trips of the brand „Polartours“. The GTC supplement and complete the legal provisions of §§ 651a ff. BGB (German Civil Code) and articles 250 and 252 of the EGBGB (Introductory Act to the Civil Code). When booking a package, the contractual partner of the organiser is the traveller - it does not matter whether the traveller uses the package himself or concludes the contract for another tour participant.

These GTC expressly do not apply if the traveller does not book a package within the meaning of §§ 651a ff. BGB, but only individual travel services (e.g. hotel-only, flight-only) from Ventura. This shall also apply if a security certificate for the individual travel service has been issued to the traveler to secure the paid travel price or if Ventura expressly acts as travel agent for an individual travel service or an associated travel service in accordance with § 651w BGB and informs the traveller of this separately and unmistakably before booking.

1. Conclusion of the package travel contract

1.1 The following applies to all booking channels:

a) The basis of this offer is the travel description of Ventura in the catalogue or brochure, on its website, in an individual offer or other medium of Ventura, together with supplementary information from Ventura for the respective trip, as far as these are available to the traveler at the time of booking.

b) The traveller is responsible for all contractual obligations of fellow travellers for whom he makes the booking, as for his own, insofar as he has accepted this obligation by express and separate declaration.

c) If the content of the travel confirmation differs from that of the travel registration, this travel confirmation shall be deemed a new offer to which Ventura is bound for a period of ten days. The contract is concluded on the basis of this new offer, provided that Ventura has pointed out the change and has fulfilled its pre-contractual information

obligations in this respect and the traveller expressly or conclusively declares acceptance to Ventura within the binding period by (down) payment of the tour price.

1.2 The following applies to a booking that is not booked in electronic business transactions (e.g. on the Internet):

a) By the travel registration (booking) the traveller offers Ventura the conclusion of the package travel contract bindingly for the indicated persons.

b) The contract is concluded upon receipt of the travel confirmation (declaration of acceptance) from Ventura. Upon or immediately after conclusion of the contract, Ventura shall send the traveller a travel confirmation on a durable medium. If the contract is concluded with simultaneous physical presence, the traveller is entitled to a travel confirmation in paper form; the same applies to a contract concluded outside business premises.

1.3. The following applies to a booking made in electronic business transactions (e.g. on the Internet):

a) The procedure for online booking is explained to the traveller on the corresponding website.

b) Travellers have the option of correcting their entries, deleting or resetting the entire online booking form, the use of which is explained.

c) The contract languages offered for online booking are indicated.

d) If the text of the contract is stored by Ventura, the traveller shall be informed of this and of the possibility of retrieving the text of the contract at a later date.

e) By pressing the button "book now" the tour operator offers the conclusion of the travel contract bindingly.

f) The traveller will be immediately confirmed electronically upon receipt of his booking (travel registration) with the confirmation of receipt.

g) The transmission of the booking (travel registration) by pressing the button "book now" does not entitle the traveller to the conclusion of a package travel contract with Ventura according to his booking (travel

registration). The package travel contract is only concluded upon receipt by the traveller of the travel confirmation from Ventura, which is made on a durable medium.

h) If the booking confirmation is made immediately after pressing the button "book now" by displaying the booking confirmation directly on the screen, the package travel contract is concluded with the presentation of this booking confirmation, without the need for an interim notification of the receipt of the booking in accordance with lit. f). In this case, the traveller is offered the option of saving the data on a durable medium and printing the travel confirmation. However, the binding nature of the package travel contract does not depend on the traveller actually using these options for storage or printing.

1.4 Ventura points out that bookings of packages in distance selling (e.g. by telephone, by e-mail) cannot be revoked in accordance with §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB. However, there is a right of withdrawal if the contract for the package between Ventura and the traveller who is a consumer has been concluded outside of business premises, unless the oral proceedings on which the conclusion of the contract is based have been conducted on the consumer's prior order.

2. Payment

2.1 After conclusion of the contract, a down payment of 20% of the travel price shall be due, provided that the security note has been sent to the traveller in text form in accordance with § 651r Para. 4 Sentence 1 BGB, Art. 252 EGBGB (Introductory Act to the German Civil Code).

Polartours reserves the right to charge a higher down payment if the flights or overnight accommodation services included in the respective offer are immediately due for payment by Polartours' service providers or if a flight ticket must be issued immediately after confirmation of the booking. Polartours shall inform the traveller of this prior to booking in a manner prescribed by Art. 250 § 3 EGBGB and in the travel confirmation in a manner prescribed by Art. 250 § 6 EGBGB.

2.2 If the trip can no longer be cancelled for the reasons stated in Clause 7.1 and the security note has been sent in text form, the balance shall be due for payment 80 days prior to commencement of the trip. If a trip can still be cancelled for the reasons stated in Clause 7.1, the balance for this trip shall only be due at the time at which the trip can no longer be cancelled by Polartours.

2.3 In the case of short-term bookings, i.e. bookings made at such short notice prior to commencement of the trip that the entire tour price is

already due or Polartours can no longer cancel the trip due to a failure to reach the number of participants, the entire tour price shall be due for payment immediately after transmission of the security note in text form.

2.4 Premiums for insurance and other expenses such as cancellation and rebooking fees are due in full upon invoicing.

2.5 The traveller can pay the tour price either by credit card or bank transfer.

2.6 If the traveller fails to make the down payment or payment of the balance on the due date despite having received a security note, Polartours shall be entitled, after issuing a reminder and setting a deadline, to rescind the contract and to charge the traveller with the cancellation costs regulated in Clauses 4.1 et seq. This shall only not apply if the traveller has a legal or contractual right of retention or if Polartours is not willing and able to provide the contractual services properly or has not fulfilled its legal duty to provide information.

3. Service, change of service & change in price after conclusion of contract

3.1 Service

a) Ventura's obligation to provide services results exclusively from the content of the booking confirmation in connection with the catalogue or brochure valid at the time of the trip, the Ventura website, an individual offer or any other medium of Ventura subject to all information, notices and explanations contained therein and the pre-contractual information relevant for the booked package in accordance with Art. 250 § 3 EGBGB.

b) Employees of service providers (e.g. airlines, hotels) and travel agents are not authorised by Ventura to give assurances or information, nor to make agreements that go beyond the travel description, the booking confirmation or the pre-contractual information pursuant to Art. 250 § 3 EGBGB of Ventura, contradict them or amend the confirmed content of the package travel contract.

3.2 Change of services

a) Changes or deviations of individual travel services from the agreed content of the package travel contract, which become necessary after conclusion of the contract and which have not been brought about by Ventura in good faith, are only permitted if the changes or deviations

are not significant and do not impair the overall design of the booked package. In addition, these changes must be explained before departure. Ventura shall inform the Passenger of the change in a clear, understandable and prominent manner on a durable medium.

b) In the event of a substantial change in an essential characteristic of a travel service pursuant to Art. 250 § 3 No. 1 EGBGB or a deviation from a special stipulation of the traveller which became the content of the package travel contract, the traveller shall be entitled within a reasonable period set by Ventura

to accept the notified change in the travel service or deviation from the special stipulation, or

to withdraw from the contract without cancellation costs, or

to declare his participation in a replacement package offered by Ventura, if applicable.

If the traveller does not react to Ventura or does not react within the set reasonable period, the change or deviation shall be deemed accepted. The traveller shall be informed by Ventura immediately after becoming aware of the reason for the change together with the notification of the traveller's rights together with a time limit for declaration on a durable medium in a clear, comprehensible and highlighted manner.

c) Possible warranty claims remain unaffected, as far as the changed services are afflicted with defects. If the replacement package or changed package is not of at least equivalent quality to the originally owed package, the travel price shall be reduced in accordance with § 651m para. 1 BGB; if Ventura incurs lower costs with equivalent quality, the traveller shall be reimbursed the difference in accordance with § 651m para. 2 BGB.

3.3 Change in price

a) Ventura reserves the right to change the price quoted and confirmed with the booking if there are changes in exchange rates, fuel costs, charges such as port and airport fees, entry fees or aviation security costs, as well as tax increases on booked services.

(aa) If the transport costs existing at the time of conclusion of the travel contract increase, in particular the fuel costs, Ventura may increase the travel price in accordance with the following calculation:

in the event of an increase related to the seat, Ventura may demand the increase amount from the passenger.

in other cases, the additional transport costs demanded by the carrier

per means of transport are divided by the number of seats of the agreed means of transport. Ventura can demand the resulting increase amount for the individual seat from the traveller.

(bb) If the fees or taxes (in particular tourist fees, port or airport fees, state national park fees) existing at the time of conclusion of the travel contract with Ventura are increased, the travel price may be increased by the corresponding pro-rata amount.

(cc) If the travel price is increased due to a change in the exchange rate, Ventura shall disclose to the traveller which exchange rate it originally used as the basis for the travel advertisement at what time, the key point for the change in exchange rate being after the date of conclusion of the contract.

b) An increase in the travel price is only permissible if the circumstances leading to the increase had not yet occurred before conclusion of the contract and were not foreseeable at conclusion of the contract. A price change by Ventura is only permissible if Ventura informs the traveller clearly and comprehensibly on a durable medium about the price increase and its reasons, as well as the calculation of the price increase and this takes place at the latest 21 days before the start of the trip; a price increase is only possible up to 8 percent for Ventura.

The traveller is entitled to demand a price reduction of up to 8 percent from Ventura for the same reasons that would entitle Ventura to a price increase and the changes would result in lower costs for Ventura. If the traveller has paid more than the amount due, the additional amount shall be reimbursed by Ventura. Ventura may deduct the actual administrative expenses incurred by Ventura from the additional amount to be reimbursed. Ventura shall, at the request of the Passenger, provide evidence of the amount of administrative expenses incurred.

d) If the price increase exceeds 8 percent of the tour price, Ventura cannot carry it out unilaterally. In this case, the traveller shall be entitled, within a reasonable period set by Ventura

to accept the price increase notified, or

to withdraw from the contract without cancellation costs, or

to declare his participation in a replacement package offered by Ventura, if applicable.

If the traveller does not react to Ventura or does not react within the set reasonable period, the price increase shall be deemed accepted. The traveller shall be informed of the reason for the price increase by Ventura immediately after becoming aware of the reason for the price increase together with the notification of the traveller's rights together with a deadline for declaration on a durable medium in a clear,

comprehensible and highlighted manner. The offer to increase the price must be made to the traveller at least 21 days before the start of the journey; a later request for a price increase is not possible for Ventura.

e) If the replacement package carried out is not of at least equivalent quality to the originally owed package, the tour price is to be reduced in accordance with § 651m para. 1 BGB; if Ventura incurs lower costs for equivalent quality, the difference in accordance with § 651m para. 2 BGB is to be reimbursed to the traveller.

4. Cancellation by the traveller before departure, transfer of contract (substitute person)

4.1 The traveller can withdraw from the package travel contract at any time before the start of the trip. Withdrawal must be declared to Ventura at the contact details given at the end of these General Terms and Conditions. If the trip was booked through a travel agent, the cancellation can also be declared to the agent. The traveller is recommended to declare the cancellation on a durable medium.

4.2 If the traveller withdraws before the start of the journey or does not commence the journey, Ventura loses the right to the price of the journey. Instead, Ventura may claim reasonable compensation from the traveller. This shall not apply if Ventura is responsible for the withdrawal or if unavoidable and extraordinary circumstances occur at or in the immediate vicinity of the place of destination which significantly impair the performance of the package or the transport of passengers to the place of destination; circumstances are unavoidable and extraordinary if they are not under the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 Ventura has specified this right to compensation in the following cancellation fees. The calculation takes place under consideration of the time of the cancellation declared by the traveller up to the contractually agreed start of the package, the expected saving of expenses and the expected acquisition by another use of the travel services.

The compensation shall be calculated as follows after the date of receipt by Ventura or the travel agent of the cancellation notice:

a) General cancellation fee (as a percentage of the tour price):

- up to 60 days before departure 20%

- from the 59th day before departure 95%

b) special cancellation fee:

Special offers, individually worked out packages as well as group tours may be subject to special cancellation conditions, which are expressly referred to in the respective service description and/or travel description/offer and the travel confirmation according to Art. 250 §§ 3, 6 EGBGB.

4.4 In any case, the traveller shall be at liberty to prove to Ventura that Ventura may only claim substantially lower appropriate compensation by rescinding the contract.

4.5 Ventura reserves the right to demand a higher, specifically calculated compensation instead of the above cancellation fees, insofar as Ventura can prove that considerably higher expenses were incurred than the respective applicable cancellation fee. In this case, Ventura shall be obliged to provide a specific figure for the compensation claimed, taking into account the expenses saved and less what it acquires by using the travel services elsewhere, and to state the reasons for such compensation at the request of the traveller.

4.6 Ventura expressly recommends taking out travel cancellation insurance or insurance to cover the costs of assistance including return transport in the event of accident, illness or death.

4.7 If Ventura is obliged to refund the tour price as a result of a cancellation, the refund must be made immediately, but in any case within 14 days after the cancellation.

4.8 The legal right of the traveller to declare a contract transfer to another traveller on a durable medium in accordance with § 651e BGB (provision of a replacement participant) remains unaffected by the above provisions, provided that this notification is received by Ventura no later than seven days before the start of the package.

5. Rebooking by the traveller before departure

5.1 The traveller has no legal claim to a change in the date, destination, place of departure, accommodation or mode of transport (rebooking). This does not apply, of course, if a rebooking is necessary due to incomplete or incorrect pre-contractual information in accordance with Art. 250 § 3 EGBGB; such a rebooking will be carried out free of

charge for the traveller.

5.2 If Ventura makes a rebooking in accordance with Clause 5.1, sentence 1 at the traveler's request, a rebooking charge of €30 per transaction shall be due by the 30th day prior to commencement of travel, which shall be paid by the traveller in addition to any new travel price for the rebooking service; the traveller shall be informed of any new travel price resulting from the rebooking before the rebooking.

5.3 Travellers wishing to change their booking 29 days or more before the start of their package may, if this is possible at all, only cancel the travel contract in accordance with Clause 4.3 under the conditions applicable there and simultaneously re-register. This does not apply to rebooking requests that incur only minor costs.

6. Services not used

If the traveller does not make use of individual travel services properly offered by Ventura for reasons for which the traveller is responsible, he shall not be entitled to a pro-rata reimbursement of the travel price. Ventura will seek reimbursement of the expenses saved from the service providers. This obligation does not apply if the services are completely insignificant or if a refund is contrary to legal or official regulations. Ventura recommends taking out travel cancellation insurance.

7. Cancellation by Ventura due to not reaching the minimum number of participants

7.1 Ventura can only withdraw from the package travel contract due to failure to reach a minimum number of participants if Ventura

a) specifies the minimum number of participants in the pre-contractual information regarding the booked package and the date by which the traveller must have received the declaration before the contractually agreed start of the package at the latest, and

b) specifies the minimum number of participants and the latest cancellation period in the travel confirmation.

Cancellation must be declared to the traveller no later than the day indicated in the pre-contractual notification and confirmation of travel. If it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached, Ventura must immediately exercise its right of withdrawal.

If the trip is not carried out for this reason, Ventura shall immediately, but in any case within 14 days after the declared cancellation, reimburse any payments made by the traveller.

7.2 Ventura may terminate the package travel contract without notice if, notwithstanding a warning by Ventura, the traveller sustainably disrupts the execution of the trip or behaves in such a way that the immediate termination of the contract is justified; this shall not apply if conduct in breach of the contract has arisen due to a breach of pre-contractual information obligations. If Ventura terminates the contract, Ventura shall retain the right to the travel price, but shall be entitled to offset the value of the expenses saved and the benefits that Ventura obtains from using the services not used elsewhere, including the amounts credited to it by its service providers.

8. Duties of the traveller to cooperate

8.1 Travel Documents

Travellers must inform Ventura or their travel agent with whom they have booked the package if they do not receive the necessary travel documents (e.g. e-ticket receipts, hotel vouchers) within the time limit notified by Ventura.

8.2 Notice of defects

Ventura is obliged to provide the traveller with the package free of travel defects. If this is not the case, the traveller is obliged to notify Ventura immediately of any lack of conformity. For this purpose, the traveller must immediately notify the local representative of Ventura of any defects. If a representative of Ventura is not present on the spot and is not contractually owed, the traveller shall notify Ventura directly of any lack of conformity that has occurred. The contact details of a local representative of Ventura together with his availability and the contact details of Ventura for a travel defect report can be found in the travel confirmation. In addition, the traveller has the option of notifying the travel agent with whom he has booked the package of any lack of conformity.

The representative of Ventura is charged with remedying the situation if possible. However, he is not authorized to recognize claims.

If Ventura was unable to remedy the situation due to a culpable omission of the notice of defects, the traveller may not assert claims for reduction in price according to § 651m BGB or claims for damages

according to § 651n BGB.

8.3 Setting a reasonable period before termination

If a traveller wishes to terminate the package tour contract due to a considerable lack of conformity of the type described in § 651i BGB according to § 651l BGB, the traveller must set Ventura a reasonable period of time in advance to remedy the situation. This does not apply only if remedy is refused by Ventura or immediate remedy is necessary.

8.4 Luggage delay and damage:

a) In accordance with the provisions of aviation law, the traveller must report any damage to his baggage or any loss or delay of baggage to the responsible airline immediately on the spot by means of a damage report (P.I.R.) and, for reasons of proof, have a confirmation in text form handed over to him. Both airlines and Ventura generally refuse to make refunds on the basis of international agreements if the loss report has not been completed. In the event of damage to baggage, the claim must be lodged within 7 days and in the event of a baggage delay within 21 days of handover.

b) In addition, any damage, loss or delay in baggage must be reported immediately to Ventura as described in Section 8.2. Notification to Ventura does not release the traveller from the obligation to notify the airline responsible in accordance with a) in due time.

9. Limitation of liability

9.1 Ventura's contractual liability for damages that do not result from injury to life, body or health is limited to three times the price of the trip, unless they were culpably caused. If international agreements or statutory provisions based on such agreements apply to a travel service, according to which a claim for damages against the service provider arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, Ventura may also invoke this against the traveller. If further claims arise from international agreements or legal provisions based on these, these remain unaffected by the limitation of liability.

9.2 Ventura shall not be liable for disruptions to services, personal injury and damage to property in connection with services which are merely arranged as external services, such as excursions, sporting events, musical performances, exhibitions, if these services are expressly marked as external services in the travel description and

booking confirmation, stating the identity and address of the brokered contractual partner, so clearly that these services are not part of Ventura's package for the traveller. However, Ventura shall be liable for these services if and to the extent that the violation of duties of information, clarification or organization on the part of Ventura caused damage to the traveller.

9.3 Ventura is not liable for services that are used by the traveller within the scope of the package and are not arranged or organized by Ventura or its local representatives, but by the hotel or other persons or companies on their own responsibility.

10. Assertion of claims, consumer dispute resolution

10.1 Claims according to §§ 651i Abs. 3 Nr. 2, 4-7 BGB have to be asserted by the traveller against Polartours. The traveller may also assert this claim via the travel agent with whom he has booked the package tour. It is recommended to assert the claims on a permanent data carrier.

10.2 The travel contract claims of the traveller are subject to a limitation period of two years; the limitation period begins on the day on which the package tour should end according to the contract.

10.3 The assignment of claims against Polartours to third parties who are not travel participants is excluded.

10.4 Polartours points out in accordance with § 36 VSBG (Consumer Dispute Resolution Act) that Polartours does not participate in dispute resolution proceedings before a consumer arbitration body and is not legally obliged to do so. Should a statutory obligation to participate in such a dispute settlement procedure arise after printing or should Polartours voluntarily participate, Polartours shall inform the travellers of this on a permanent data carrier. When concluding a contract in electronic legal transactions, reference will be made to the European platform for online dispute resolution pursuant to Art. 14 para. 1 ODR-VO at <https://ec.europa.eu/consumers/odr/>.

11. Passport, visa and health regulations

11.1 Ventura will inform travellers of the general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining any necessary visas, as well as health-policy formalities prior to conclusion of the contract and any changes thereto prior to commencement of travel.

11.2 The traveller is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be at his expense. This does not apply if Ventura has not provided sufficient or incorrect information.

11.3 Ventura shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the traveller has instructed Ventura with the procurement, unless Ventura has culpably violated its own obligations.

12. Information on the identity of operating air carriers

The EU regulation on informing passengers of the identity of the operating carrier obliges Ventura to inform the traveller of the identity of the operating airlines of all air transport services to be provided in the context of the booked trip at the time of booking. If the operating airline has not yet been determined at the time of booking, Ventura is obliged to inform the traveller of the airline(s) which is/are likely to operate the flight(s). As soon as Ventura knows which airline will operate the flight, Ventura must inform the traveller. If the airline named to the traveller as the operating airline changes, Ventura must inform the traveller of the change. Ventura shall immediately take all reasonable steps to ensure that the traveller is informed of the change as soon as possible.

The list of airlines banned from operating in the EU (the so-called "black list") can be found on the following website:
https://ec.europa.eu/transport/modes/air/safety/air-ban_en

13. Applicable law, place of jurisdiction

13.1 The contractual relationship between the traveller and Ventura shall be governed by German law.

13.2 The traveller may sue Ventura only at its registered office. Any legal action brought by Ventura against the traveller shall be governed by the place of residence of the traveller. For actions against travellers who are merchants, legal entities under public or private law or persons, the place of jurisdiction is agreed to be the registered office of Ventura, provided that these GTC apply to the traveller's company due to a missing framework agreement for the processing of business trips.

The same applies to travellers who are domiciled or habitually resident in a third country or whose domicile or habitually resident is unknown at the time the action is filed.

13.3 The foregoing provisions shall not apply

a) if and in so far as the provisions of international agreements applicable to the package travel contract between the traveller and Ventura, which are not contractually binding, provide otherwise in favour of the traveller, or

b) if and to the extent that the provisions applicable to the package travel contract, which are not mandatory, are more favourable to the traveller than the above provisions or the corresponding German provisions in the Member State of the EU to which the traveller belongs.

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Data Protection:

The personal data provided by the travellers within the framework of booking the package travel will be processed electronically and used

by Ventura TRAVEL GmbH and its service providers (carriers, hotels, incoming agencies, database providers of entry and health police regulations) and processed and stored in the AMADEUS/SABRE reservation system (GDS) used worldwide, insofar as they are required for contract execution. Under a US federal law on terrorist investigations, airlines are obliged to notify the US Transportation Security Administration (TSA) of each passenger's flight and reservation details before entering the USA. Without this data transfer, entry into the USA is not possible - this also applies to stopovers and transfer flights. These data must also be transmitted for flights to other countries which only affect US airspace.

The provisions of the GDPR (General Data Protection Regulation) apply. The detailed data privacy information including the rights of the travellers is stored on www.Polartours.com/en/privacy, can be requested under the contact data of Ventura TRAVEL GmbH or made available at the time of data collection (travel enquiry / travel booking).

Distance contracts:

Ventura TRAVEL GmbH points out that bookings of packages in distance selling (e.g. by telephone, by e-mail) cannot be revoked in accordance with §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB. However, there is a right of revocation if the contract for the package was concluded between Ventura TRAVEL GmbH and the traveller, who is a consumer, outside of business premises, unless the oral negotiations on which the contract was based were conducted on the consumer's previous order.

Travel insurance:

Ventura TRAVEL GmbH generally recommends taking out travel cancellation insurance and overseas health insurance, including cover for repatriation costs in the event of accident or illness.