

Travel conditions of

Ulrich Bexte Touristik
BCT-Touristik

1. Tour operator

a) The tour operator is the Ulrich Bexte Touristik, BCT-Touristik, Bonnerstr. 37, 53721 Siegburg, Germany, called BCT. The brands "BCT-Touristik", "Klafa", "Europatouristik" and "Studenfahrten & Fernreisen für Junge Leute" (study & long-distance trips for young people) belong to the Bexte Touristik.

b) With its study trips, seminars, educational events etc. that the BCT promotes with public media, the firm appears as an organizer and a tour operator, as far as it is allowed by law. Within this context, it only provides the necessary organized help. The organizer in this case will respectively be the association of young people/the educational institution etc. for which BCT organizes the trip.

2. Subscription / Conclusion of the travel contract

a) Within its subscription to a trip, the prospective customer concludes with the tour operator a contract, which binds him to the tour operator until the latest gives him its written acknowledgement.

b) The subscription can first be written, oral, per email or per phone, but it has then to be confirmed in written form according to the rule.

c) If a participant subscribes to a trip for other participants, he is responsible of those and agrees the performed travel conditions for them.

d) In each case, the BCT can ask that each participant subscribes for himself, in order to avoid any conflict.

e) The contract is established with the acceptance of BCT. This acceptance does not require any form of agreement. During or directly after the conclusion of the contract, the tour operator will hand out or send to the participant its written agreement for the trip.

f) If for any reason a subscription would not be considered, BCT would immediately inform you. We recommend an early subscription since we have often more interested customers as places.

3. Underage participants

a) A subscription for an underage participant has to be signed by the young himself and by its parents or guardians.

b) As there is no age bracket in the tender offer, the following minimum ages are effective:
- A young who travels alone within the EU: 16 years old; outside the EU: 18 years old.

- Accompanied by a responsible adult within the EU: 12 years old; outside the EU: 14 years old.

Exceptions are possible only in case 2) after speaking with the BCT-Touristik according to the characteristics of the journey.

c) With the subscription to a journey, the parents or guardians give their consents that the underage participant will be allowed to move alone and at his own risks during the trip.

d) This is also effective when the agreement for an underage participant is given in an age bracket under the minimum age indicated.

e) The parents or guardians permit that the underage participant is allowed to stay up during the night until an hour fixed by the tourist guide / study trip guide.

f) Underage participants need the consent of the parents or guardians in written form to leave the territory.

4. Travel price / participation fees

a) Participation fees / travel price stand on the participation agreement.

b) If the participation fees or the performance description of the agreement differ from the subscription or announcement, they become the new offer of BCT to which it is bound for a period of 7 days. The travel contract is concluded when the participant explain his subscription to the trip during this 7 days or pay the fees.

c) BCT is authorized to change the participation fees if there are more than 4 months left between the agreement of the travel and the beginning of the journey. The travel price can change only if there are an extraordinary rise of transport costs, changes in the price of specified performances like harbour and airport taxes, or changes in the currency rate.

d) If there is any change in the travel price, BCT has to inform the participant at the latest 3 weeks before the beginning of the journey.

e) The participant is authorized to cancel his travel for free if the rise reaches more than 5%.

f) If he cancels his journey, he is authorized to ask for another trip of the same standards, without paying any supplement fees, if the tour operator can offer him such a trip. The participant is entitled to do so after speaking with the tour operator about the rise of the price of the journey.

g) A rise of the price 3 weeks before the beginning of the trip is not permissible.

h) When study trips are assisted by aids from some governmental institutions, the participant has to take part in all the points of the program that are promoted by these institutions. If he does not, he has to pay extra cost. This applies for the study trips and the pre and post events.

BCT would like to precise that aids take sometimes in charge the participation fees for the study trips, seminars and meetings.

i) Special prices, discounts & reductions have to be given while booking. A late reduction after billing is not possible.

j) A combination of multiple discounts is not possible.

5. Performances

a) There is a description of the performances which are applied to the contract in our offers and in the participation agreement. The tour operator is bound to these performances. However it has the right to change them before the conclusion of the contract but has to inform the participant before the booking (see 4b).

b) Additional conventions that change the described performances are permitted only with the agreement of the BCT. Intermediaries, travel offices, performance agencies and tourist guides are not allowed to do so.

c) The description of the performances is in accordance with the local conditions/standards/categories. The performances are always adapted to the country and place. For further information, please consult the description of places and of the countries. Please pay attention to the fact that most of the countries outside the EU do not follow the European standards. They have other criteria about cleanliness, punctuality and comfort.

d) Decide to go on a trip to a country without European standards only if you can live with a small level of cleanliness and comfort without losing the pleasure of the journey. If you cannot imagine staying in such a country, we can only advise you to travel to a developing country.

e) For each group trip we dispose of a facultative program. This one, which has been conceived on the ground of our earlier experiences and propositions, is to give you an overview of what can and should be done during these trips.

f) Each group can decide after speaking with its tourist guide of the final progress of the journey.

g) The elements of the performances are only those described in the program.

h) BCT keeps the right to change the order of the performances or provide them on another day if it is mentioned in the offer and in the travel contract (changes in the program or in its progress under reserve) and if it reasonable for the participant.

i) Entrance fees, guided tours, tips, visas, official and governmental taxes (airport taxes; arrival and departure taxes) and travel insurances do not appear in the elements of the performances.

j) See "Changes of performances"

k) See "(g) "Change of location for the overnight staying"

l) See "Non standard performances"

m) See "Non provided performances"

6. Overnight stay in hotels, rooms and changes of location

a) Single bedroom or double bedrooms have not automatically a better standard or better facilities.

b) It is possible that participants without booking or extra fee get this kind of accommodation.

c) If possible, we place all the participants in a single accommodation, but we cannot guarantee that.

d) You can accede to the rooms from 2pm when arriving and stay until 12am before leaving. These rules also apply when you arrive early from the airport or leave late in the evening for your plane.

e) It is possible that the BCT decides to stay longer or shorter in a place. The participant will be direct informed and this will not cause a rise of the price. If an important point of the program is cancelled, it should be proposed something equivalent.

f) Please pay attention to the fact that in the Tropes, while or direct after monsoon/rains, small changes have to be done and you will have to accept some disadvantages like water

7. Changes in the performances

a) Changes and differences in the trip performances concluded in the contract that become necessary and are not induced against fidelity and belief by the tour operator are possible, as far as these changes and differences are not considerable and do not prejudice the booked travel.

b) Possible requirement of guarantee cannot happen as far as the changed performances are not liable for defects.

c) The tour operator has to inform the customer of the changes and differences in the performances. As the case may be, it has to propose to the customer the possibility to cancel or change his booking if the performances have considerably changed for free.

d) In case the performances of the trip changed considerably, the tour operator has to warn the customer at the latest 21 days before the beginning of the trip.

e) In case of considerable change in one of the important performance of the trip, the participant has the right to cancel his trip without paying anything or to be offered another trip of the same value if the tour operator can propose such a trip.

f) The participant has the right to do so after having being explained the reasons of the changes.

8. Payment

a) For the subscription, after giving back a chattel paper, you have to pay a 10% deposit of the travel price; this cannot be higher than 250€

b) Notwithstanding a), some small deposits can be fixed, you will find these conditions in the bases of the journey or in the conditions of the subscription.

c) Under a 150€participation fee, you will not have to pay any other deposit.

d) Fees for insurance, literature and other travel supplies, for extra costs because of rescission, for modification or change of reservation have to be paid without delay.

e) If no deposit is paid during the subscription, the participant has to pay it in the following 7 days according to the subscription conditions. With this deposit, he recognizes the travel conditions of BCT.

f) If the subscription happens within the 4 weeks before the trip, the participant has to pay the total participation fees while subscribing. The chattel paper has to be hand out without delay.

g) If the subscription happens within 3 weeks before the journey, BCT has the right to require 15€from the participant because a late booking costs the travel agency money.

h) The deposit and the rest of the price have to be paid only after the hand-out of the chattel paper according to the §651 ch. 3 of the German Law. If the trip does not last more than 24h, there is no overnight-stay and the travel price does not exceed 75€ In this case, the total price can be paid without hand-out of the chattel paper.

i) The rest of the travel price has to be paid 4 week before the beginning of the trip, when the journey can not be cancelled anymore according to 27a). When the trip can still be cancelled according to 28b), the rest has to be paid 3 weeks before the beginning of the trip.

j) The travel documents will be hand out after the payment. If the total price has not be paid, BCT has the right not to hand out these documents/tickets.

k) BCT is not obligated to accept you for the journey if you have not paid the total price before the beginning of the trip. If it happens, BCT is allowed to require money because of extra costs (postal charge + work accomplished) from the second letter: fixed rate 5€

l) If the total price has not been paid before the beginning of the journey, BCT is not obliged to carry on with this trip. Moreover it has the right to ask for compensation.

m) We advise you that the money transfer can sometimes last more than 6 days. As far as the money is not on our counts, we consider that the journey has not been paid.

10. Recognition of the conditions of participation

With his participation to the journey, each participant recognizes the conditions of participation.

11. Other participant

a) Until the beginning of the journey, the participant can say that someone else will take part in the trip instead of him. BCT can refuse the participation of this third person if he does not answer to the requirements of the travel, or if his participation is against the statutory provisions or the official order.

b) BCT can refuse the participation of this third person if he does not/cannot comply with the requirements of public needs for the journey.

c) BCT can refuse the participation of this third person if the participant had to comply with special requirements to the participation in the journey or if the group of participants was restricted by BCT (i.e. membership, location, age bracket etc.)

d) BCT can eventually ask for extra costs from the participant who was replaced (i.e. application for visas, single room, insurance etc.)

e) For the handling costs, BCT can also ask the person for a supplement of 30€ for the trip outside EU this tax reaches 60€after 14 days before the beginning of the journey.

f) If a third person concludes the contract, he and the former participant are liable for the travel price and the extra-costs to the tour operator.

12. Exclusion from a journey

a) If a participant behaves grossly negligent and illegally, disturbs the journey after several sustained reprimands, does not follow the tourist guide's directives or does not fulfil his duties for the journey, he can be excluded from the journey after one or several warnings, or in the worst case without any, without legitimate claim. BCT has in this case the right on the travel price.

b) In case of rescission from an underage participant, his parents/guardians has to pay the costs (and eventually also those of his travel escort).

c) After one participant's exclusion from a journey, there is the possibility to find a substitute participant.

13. Smoking ban

a) Because of sanitary and security reasons, it is not allowed to smoke during the journey. The smoke can damage the health of the participants and can lead to an exclusion from the journey.

b) During bus and car trips, it is expressly forbidden to smoke. During flying and train trips, you are allowed to smoke only in the smoking areas.

c) In common accommodations/sports hall it is not allowed to smoke in the buildings and in the common areas.

d) In the bedrooms it is allowed to smoke only if there is no other restriction in the building and if it does not disturb the other.

14. Participant's contribution duties

a) If a journey is promoted by public means, the participant has to take part in each events that are related to it, before or after the journey.

b) If the participant has not received his travel documents/visa before, during or after the journey, he has to inform BCT as soon as possible. If within the 7 days before the journey he has not received these documents, he has to inform BCT without delay.

c) If the performances of the journey are disturbed during the trip, the traveller has to inform his tourist guide or the representative of the BCT. If any of them is reachable, he has to contact the BCT in Münster. This is in order to solve any problem you could have.

d) The tourist guides and representatives of BCT are not entitled to recognize the participants' guarantee claims.

e) If a lack is not compensated, you will have to write a report with your tourist guide. Our tourist guides and representative have no right to confirm and sign a report you would have written alone.

f) Independently from this report, you will have to show a written document to BCT Touristik, Bonner Straße 37, 53721 Siegburg, Germany, within the 4 weeks following the end of the journey.

g) If there is any disturbance in the performances, the participants have to do their best to avoid the eventual damage or to limit them.

h) During bus trips, overnight stays in accommodations for young people, in sports halls or on tents areas, participants have to mind to let the site clean.

15. Trips for young people/study trips

a) Some trips from the BCT are specially organized for the young participants. These trips can be more active than the other and especially during arriving and departure in the night. The participants cannot ask for any compensation for this.

b) The former rule applies also for a big number of adult participants who want to take part in those trips.

16. Non standard performances

a) If a participant does not want to take part in one of the performances proposed by the BCT, BCT will give him the money back when it is possible. This does not happen if it deals about an insignificant performance, if the expenditures are not related to anything or if the payback is opposed to the official directive or to the local conditions.

b) For the accommodations, the transports and programs booked by the BCT, and also the events that bring a rise of costs if the number of participants reduces, no payback is possible for non-provided performances.

c) In the conception-program of the BCT, participants can decide themselves in which part of the program they will take part. The non-participation because of a participation restriction or for other reason to any points of this program cannot lead to repayment.

17. Non-provided performances

a) If any point of the program does not take place due to high level of local violence, strikes, official directives or actions of renovation of one visit, the price will be reduced as far as this point of the program belonged to the performances and BCT does not propose any alternative to the program.

b) If during the journey the wished accommodation in single, double, triple or quadruple bedrooms cannot be realized, the participant has the right to a reduction if the placing has led to extra costs. Especially for the group trips it can happen that the overnight stay does not take place in the wished accommodation and a change has to be made.

18. Performance guarantees

a) Remedy: if the journey does not take place like specified in the contract, the participant can ask for a remedy. The tour operator can refuse this remedy if it requires disproportional expenditures. But it also can find a remedy that represents a substituted performance of the same or higher value.

b) Reduction of the price: if the duration of the journey is not respected, the participant can ask for a reduction of the price. This reduction is calculated according to the price it should have been sold at the first place and not according to the lack of time the customer suffered.

c) Cancellation of the contract: if a trip contains lacks and the tour operator does not react to these, the traveller, according to the travel contract, can cancel his journey with a written report that states the reasons of his rescission.

d) The participant can ask for compensation because of non fulfillment despite the reduction or the cancellation, unless the tour operator is not liable to the error in the journey.

19. Flights, flight plan, flight times, luggage

a) The airline companies, the captain and the national administration of coordination decide of the flight plans and flight times. Short-term changes of the flight times and of the routing because of congestion of the international air space or of the big airports are not always avoidable. Eventual claims from the passengers for performances changes will not be accepted.

b) Flight times: the first and last days of the journey are first and foremost for the transport by the BCT. The flight times in the detailed offers and on the website of the BCT, and the information about the flight times from the travel agencies are just there to give you an idea. On direct flights, your plane may have to stop over because of technical problems. The right flight times are written on your travel documents.

c) Information about changes & confirmation: you will be directly informed by the BCT about changes in the flight times or in the performances. During the round trip, your tourist guide will tell you this. For the participants who

prolonged their journeys, they will have to inform with the representative of the BCT or directly with the airline company

d) Because of delays during the flight, it is possible that you arrive a day later in the country. However the basis of the performances of the travel contract is the number of over night stay.

e) The meals on the planes are included in the performances. They are given according to the local time. Because of delays of your flight, you might have these meals directly in the country.

f) For each flight, the traveller is allowed to bring 20kg luggage in suitcases.

g) The carrying of sport material (surfboard, diving gear, skis etc.), animals, rolling chairs and other special equipments are not included in your travel contract. This is the case for the flight but also for the transfers, visits and round trip in the country. Each traveller has to see himself with the airline company for these special equipments. If one of our employees helps him, we do not offer any guarantee.

h) Damages or loss of your luggage have to be reported directly after your arriving to the airline company at the airport. To do so, you will need your flight ticket with the number of luggage, their weight and the place you put it. The airline companies take the responsibility only for a certain weight of luggage; this is why we advise you not to leave anything valuable in your luggage. You will have to write a report of the lost. You will give one of the copies to the airline company and keep the other one as a proof.

20. Visa/official consent

a) BCT is responsible to teach the people who live in the country where the journey is offered about the regulation of the passports, visas, health certificates or other eventual changes before the beginning of the journey. For the other nationalities the proper consulate will give you information.

b) For the trips offered in the Federal Republic of Germany, the stated passports, visas, health and other official certificates refer only to German people.

c) It is presumed that no particular passports are existent (dual citizenship, previous extradition or denied entry to a country of transfer or country of destination, persona non grata, passport registration etc.)

d) The participant is himself responsible for the compliance with all the important preconditions for the accomplishment of the journey/study trip. All the drawbacks that follow because he did not follow these preconditions are at his charge.

e) If BCT takes care of the organization and the provision of the visas or other formalities, it is not liable for the not-in-time distribution/handling by embassies, consulates or other official administrations, unless BCT is guilty for the delay.

f) The participant is himself responsible for the compliance with all the important preconditions for the accomplishment of the journey. All the drawbacks, especially the cost for an early journey back, that follow because he did not follow these preconditions (i.e. if he does not have the possibility to start the journey because of previous extradition or denied entry) are at his charge, unless he was misinformed by the tour operator.

21. Insurances, illnesses, vaccinations etc.

a) BCT informs the participants about the safety precautions for travels abroad according to its knowledge and conscience, but without guarantee.

b) BCT recommends the participant to take out rescission insurance for any journey, health insurance for the travels abroad in combination with a words and deeds pack, a luggage insurance and as the case may be an accident insurance or liability insurance.

c) If BCT provides insurances to one participant or a group, they will have to refer directly to the insurance company in case of damages. BCT does not take any responsibility in this context.

d) Rescission insurances must be taken within the 14 days following the reception of the travel confirmation.

22. Jurisdiction / Cases / Limitation

a) The jurisdiction is in all cases toward BCT the registered office in Siegburg (Germany), if BCT sees toward a passenger who has their address / jurisdiction not or not any more in Germany after signing the contract and / or to a later date of the case lodgment at an unknown place, the casing of BCT is comparable.

b) The participant has one month after the end of the journey told in the contract to enforce not aducted achievements of the journey / field excursion / seminar to BCT in written form, except he can't comply with the term due to cases that are not his fault. The demands prescribe 1 year after the contractual agreed end of the journey or after 3 years in cases of claim for damages by bodily injury, involuntary manslaughter or tortuous act. An assertion of the demands stops the limitation until the day of the rejection through the organizer in written form, at pending hearings until the participant or the tour operator refuses the continuation of the hearing. The limitation arrives soonest 3 months after end of the constraint.

c) Demands of single participants can only be assigned to their fellow passengers or the travel declarant. The judicial assertion of these demands through third persons on one's own behalf acceptable.

23. Responsibility of BCT

a) BCT is responsible for:
- the faithful travel arrangements, the careful choice and control of the funding agencies, the accuracy of our achievement descriptions, the accuracy of all achievements of the journey said in the catalogues if BCT has not announced a change (see 5a and 4b).

b) the correct aduction of the contractual travel achievements.

c) BCT is responsible for a fault causes by a person that was directly ordered by BCT.

d) If there is an extra transfer in the regular service during the journey and the passenger receives an identity card for carrying, the tour operator effects contracted services if it is told so in the travel affirmation and in the travel announcement. Therefore it is not responsible for adduction of the carrying achievements. In this case the possible responsibility is arranged by the appointments for carrying of these companies. About these appointments the passenger has to be informed and if he wants to he can take a look on it.

24. Responsibility confinement

a) The responsibility of BCT for damages that are not of physical kind are limited to the amount of 3 times the travel price.

- As far as the damages to the passenger / participant were not committed deliberated or careless

- As far as BCT is responsible for damages committed to passengers caused only by one of funding agency

b) For all demands of compensation of the customer to the tour operator of acts that weren't committed with intent or carelessness, the tour operator guarantees for damages of property up to 4100 Euros. If the travel price is higher than 1360 Euros the amount is limited to 3 times the travel prize.

These limits apply for every passenger and journey. Also the customer should have affirmations for accidents and for the luggage during the trip.

c) BCT is not responsible for interruptions of services that were arranged by a third party, for example: sightseeing flights, sporting events, visits to a theatre, exhibitions, extra programs like travel by air, water and land.

d) BCT is not responsible for damages to persons or properties caused by hotels or other funding agencies which result from forbidden actions (for example theft, pollution of clothes caused by the personnel) and achievements that decrease the worth of the journey insignificant.

e) BCT is not responsible for damages on extra trips, exhibitions, guidance and other special achievements which the tour operator offers for free or for refund of the entry fees and driving costs

f) For the accuracy

- of facts said in prospects that are part of the commercial of funding agencies;
- of prospects / booklets from tourist offices / associations and so on;

- of guidebooks sold or advised by us; we can't guarantee.

g) If the tour operator takes the place of a contractual air carrier the responsibility is arranged to the appointments of the aviation law combined with the International Agreement of Warsaw, Den Haag, Guadalajara, the Arrangement of Montreal and the Directions of the European Union. This agreement is in normal cases limited to the responsibility of the air carrier to death, bodily injury, loss and damage of the luggage. The Directions of the European Union arrange the rights of the passenger in the case of delays. If the tour operator is also funding agency in other cases it is responsible in effective appointments.

h) If the BCT takes the place of a contractual shipping company owner at travels by ship the responsibility is said by the appointments of the code of commercial law and the law of inland water navigation.

25. Accountability of the participants

Every participant rather their guardians are responsible for disadvantages caused by their behaviour. If the participant or his guardians don't have private casualty insurance they have to conclude one for the time of the trip.

26. Demission by participants

a) The participant can recede from the journey any time before the start. Deciding is the arrival of the cancellation at the tour operator. If the customer recedes or doesn't make the journey, the tour operator is allowed to arrogate costs he already spent.

b) It is no demission if a participant simply doesn't pay for the journey / field excursion.

c) The Costs of a demission depend on the time of the demission. In case of a demission the tour operator can ask for special costs. For that a demission should be told immediately.

d) The costs for a demission differ for every trip. Anyway it's the costs for demission of all attainments, the prices of all activities booked by the group (guidance, means of transport ...), extra costs because of the diminishment of the group and an arrangement fee of BCT.

e) The costs for a demission can be trivialized for every journey whereas we account for the saved costs for the trip that were paid before. It is up to you to prove that would have had lower costs / minor economical damage through ulterior uses. If this doesn't happen you have to pay the following demission costs.

f) The trivialized demission costs account for common cases except the following different appointments or if not other said in the confirmation of participation:

g) At bus journeys in Europe for single passengers:
Until 45 days before the start: 20 % of the travel prize
At least 25 Euros

45th to 25th day before the start: 60 % of the travel prize
24th to 16th day before the start: 70 % of the travel prize
From the 15th day before the start on: 75 % of the travel prize

From 48 hours before the bus start on: 95 % of the travel prize
h) At bus journeys in Europe for groups with 5 or more persons:

Until 61 days before the start: 20 % of the travel prize. At least 25 Euros
60th to 25th day before the start: 75 % of the travel prize

24th to 16th day before the start: 85 % of the travel prize
From the 15th day before the start on: 97 % of the travel prize

i) All other journeys:
Until 45 days before the start: 20 % of travel prize At least 45 Euros

45th to 31st day before the start: 30 % of the travel prize
30th to 25th day before the start: 50 % of the travel prize
24th to 16th day before the start: 60 % of the travel prize

From the 15th day before the start on: 65 % of the travel prize
From the 8th day before the start on: 75 % of the travel prize
From 48 hours before the start on: 95 % of the travel prize

j) The trivialized demission costs account for trips to Egypt, Israel, Jordan, Lebanon and Palestine for every declared participant:

Until 45 days before the start: 20 % of the travel prize
45th to 31st day before the start: 30 % of the travel prize
30th to 25th day before the start: 35 % of the travel prize

25th to 16th day before the start: 45 % of the travel prize
From the 15th day before the start on: 69 % of the travel prize
At the date of departure: 69 % of the travel prize

k) The trivialized demission costs account for trips to Australia, Belize, Guatemala, India, Mexico, Nepal, Swaziland, Singapore, Sri Lanka and South Africa for every declared participant:

Until 45 days before the start: 20 % of the travel prize
45th to 31st day before the start: 45 % of the travel prize
30th to 25th day before the start: 55 % of the travel prize

24th to 16th day before the start: 75 % of the travel prize
From the 15th day before the start on: 85 % of the travel prize
From 48 hours before the start on: 95 % of the travel prize

l) The trivialized demission costs account for trips to China, Korea and Japan for every declared participant:

Until 90 days before the start: 20 % of the travel prize
89th to 60th day before the start: 45 % of the travel prize
59th to 35th day before the start: 65 % of the travel prize

34th to 16th day before the start: 75 % of the travel prize
From the 15th day before the start on: 85 % of the travel prize
48 hours before the start: 95 % of the travel prize

Nonattendance: 100 % of the travel prize
m) The named demission costs demonstrate the maximum costs for standard travel destinations, which can be diminished by the tour operator if the demission costs are lower than said above.

n) In some countries and at some dates the demission costs are higher. If that is the case you will be told about it in the country- or local informations and in the participation affirmation.

o) Demands of single participants because of the participation conditions can not be noticed.

27. Demission by BCT

a) BCT is allowed to rescind from the journey until 4 weeks before it starts, if the accomplishment of the trip can't be accepted because of economical reasons.

b) A right of withdraw from the contract is only permitted if BCT is not guilty for the reasons (for example calculation errors), if BCT demonstrates the reasons (for example not enough participants) and if BCT makes the passenger another offer.

c) BCT is allowed to withdraw from the contract if the minimum attendance is not reached (see 28).

d) If there are special costs for booking a journey (telephone, postal charges) BCT will pay back an overall amount of 10 Euros, in special cases up to a maximum of 20 Euros.

e) Note the chapter about "minimum attendance" and "Completion / break of the journey caused by the act of nature beyond control".

28. Minimum attendance

a) If the minimum attendance for a journey is not reached until 2 weeks before the start of the trip the BCT is allowed to cancel. At short trips up to 5 days the deadline is only 10 days, at daily trips 5 days before the start.

b) If in a former date it is in sight that the minimum attendance will not be reached the BCT will inform all participants immediately.

c) The cancellation of the journey will be told every participant immediately. The paid amount for participation and the money for booking (see 27 d) will be retransferred. There isn't any other advanced demand.

d) If there isn't written another minimum attendance in the announcement / participation conditions it behaves like following:

- The minimum attendance for journeys by plane and their advanced programs, additional trips and other events: 15 participants

- The minimum attendance for journeys by bus: 30 participants

- No minimum attendances for all-inclusive tours with only city- or bathing-attendance (flight, transfer, hotel)

29. Completion / break of the journey caused by the act of nature beyond control

a) If there is an act of nature beyond control that was unpredictable at the time of the conclusion of contract (ABC-accident, strike, agitation, warlike circumstances, natural catastrophes, ...) and the journey becomes endangered, affected or heavy hindered, BCT as well as the participants can cancel the travel agreement without notice.

b) If the contract was cancel, BCT can demand a compensation for effected travel achievements or travel achievements that are necessary for the completion of the journey.

c) Further on BCT is committed to make the inevitable actions to bring the passenger back, particularly if the contract includes the carrying back.

d) The additional costs have to be charged half by BCT, half by the participants. All other additional costs have to be charged by the participants.

30. Breach of warranty / travel-guarantor

a) The trips of Ulrich Bexte Tourism / BCT-tourism are confirmed by the Aachener und Münchener Versicherung-Reiseveranstalter GmbH, Jessestraße 4, 22767 Hamburg, telephone: (040) 380 372 30, fax: (040) 380 372 50, internet: www.reiseveranstalter.de, email: info@reiseveranstalter.de.

31. Errors / Oral Agreements

a) All information in programme, flyers, posters and newsletters contain the information at the date of their print. Changes (of for example prices, achievements, dates, errata, errors and so on) are possible until the confirmation of course registrations.

b) Caused by for example place reasons the information about participation conditions and extra conditions in short brochures, info-writings and newsletters are often not completed. The full participation conditions and the country-/journey-informations can be seen in the travel-announcement, at BCT itself or can be sent to you by request. Otherwise they can be read in the confirmation of course participation.

c) No tourist agency, intermediary or tourist guide is allowed to make any consent, promises or give any guaranties that differ from the travel-conditions or prospect information.

d) Special requests have to be denoted on the registration form. Inside of 7 days you will receive an affirmation or advice with the progress of adaptation. If this doesn't happen you special requests can't be realized. Our travel-confirmation will then offer you a new bargain that you can accept or decline.

e) With the editing of a new programme / brochure / catalogue all older ones loose their validity.

32. Computing acquisition of data

a) The participants of the travel, field excursion and seminars agree that personal data will be saved and used for computing and information agency.

b) The participants agree that their addresses, telephone numbers and dates of birth are added to the list of participants that all participants of this trip can receive. If someone does not want to be added to the list then just write a short message to BCT. The participants have a right of objection by §28 clause 4, sentence 2 of the German Data Protection Act.

33. Ineffectiveness of single appointments

If one of the appointments /contents before should be or become effectless or invalid, not the hole participation condition / travel agreement is annulled. All other terms stay valid and don't change the lawful activity.

34. Contract conditions

a) There apply the conditions said above

b) Except a) there apply the effective contract conditions, rules of the house or other appointments of the accommodations, travel-, bus-, flight- and all other transport-companies rather other organizers or BCT-partners. At all trips by plane there apply the terms and conditions for flying told by the airline company.

c) There is a special announcement for informations that are denoted by the BCT-Tourism for the countries or rather travels in the prospects / booklets / catalogues / info letters and participation certifications. These informations are part of the travel agreement.

d) If there are other, from the version above different appointments for special events, you will be informed about that by announcements and in the participation certification.

Effective: November 1st of 2009