

Entry Requirements & Travel Documents

General Information

The following information applies primarily to nationals of EU Member States and to those of Switzerland, Norway and Iceland. It also applies to people from third countries who have a valid Schengen visa or a visa or residence permit for Bulgaria, Romania or Cyprus. All the information refers to a stay of up to 30 days. The provisions for stays of over 30 days may vary for persons from third countries.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following the stated links on the official websites of the relevant foreign ministries.

Persons with dual citizenship and stateless persons are requested to contact the embassy or consulate of the destination country in their country of residence.

You will find more information and direct links to the websites of the foreign ministries here: riva.to/visaen

Mandatory Vaccinations

No vaccinations are required for entry into Croatia, Montenegro and Bosnia-Herzegovina.

Croatia

Nationals of EU Member States and of Switzerland, Norway, Iceland and Liechtenstein require a valid identity card or passport to enter Croatia.

Persons from third countries who have a valid Schengen visa or a visa for at least two entries or a residence permit for Bulgaria, Romania or Cyprus require a valid passport to enter Croatia.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following this link: riva.to/visahr

If you need a visa, you can apply for one here: riva.to/visacro

Montenegro

Nationals of EU Member States and of Switzerland, Norway, Iceland, Liechtenstein and Albania require a valid identity card or passport to enter Montenegro.

Persons from third countries who have a valid Schengen visa or a visa or residence permit for the USA, the UK or Ireland require a valid passport to enter Montenegro.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following this link: riva.to/visame

Bosnia & Herzegovina

Nationals of EU Member States and of Switzerland, Norway, Iceland, Liechtenstein, Andorra, Montenegro, Monaco, San Marino and Serbia require a valid identity card or passport to enter Bosnia-Herzegovina.

Nationals of all other countries can inspect the entry rules and any visa requirements in English by following this link: riva.to/visaba

Austria & Slovenia

Nationals of EU Member States and of Switzerland, Norway, Iceland and Liechtenstein require a valid identity card or passport to enter Austria or Slovenia.

Persons from third countries who have a valid Schengen visa or a visa for at least two entries or a residence permit for Bulgaria, Romania or Cyprus require a valid passport to enter Austria or Slovenia.

Nationals of all other countries can inspect the entry rules and any visa requirements for Austria in English by following this link: riva.to/visaaten

Nationals of all other countries can inspect the entry rules and any visa requirements for Slovenia in English by following this link: riva.to/visasi

General Terms & Conditions

General, scope of application

1.1 The travel conditions in Part A apply exclusively to package travel.

1.2 Pure overnight services or boat charters that are offered without any other relevant additional travel services included in the total price within the meaning of § 651a BGB are not subject to package travel law. For such individual services, the contractual conditions in Part B of these GTC apply.

1.3 Transportation services are only included if they are included in the travel price (package travel according to section 1.1).

Part A

Package Travel Terms and Conditions of I. D. Riva Tours GmbH

Dear clients,

These Terms and Conditions, (if and to the extent same have been validly agreed upon), become part of and shall govern the contractual relationship between you, the travel client, and I. D. Riva Tours GmbH (hereinafter referred to as "IDRT"). They complement the legal provisions of Sections 651a to-y BGB (Bürgerliches Gesetzbuch – German Civil Code) and the statutory information obligations applying to tour operators according to Articles 250 and 252 EGBGB (Einführungsgesetz zum BGB – Introductory Code to the German Civil Code). **Please read these Terms and Conditions carefully before submitting your travel booking!**

1. IDRT's role in relation to arranged travel services and linked travel service arrangements

1.1. In general, IDRT's travel services do not include flight transport services to IDRT's destinations and event venues. If and to the extent that singular flight transport services are not specifically advertised as part of the travel services offered and rendered by IDRT, IDRT acts as a mere agent facilitating such flight transport services on behalf of the principal party providing such facilitated flight transport services (the airline).

1.2. If and to the extent that in addition to offering facilitated flight transport services pursuant to section 1.1 above, IDRT offers ancillary travel services pertaining to another service provider (e.g. facilitation of flight transport as main service plus airport lounge access as ancillary service) and such additional ancillary service does not constitute a material value in relation to the facilitated combination's total value and the added ancillary service neither constitutes any special attribute of the combination nor has been advertised by IDRT as such, IDRT shall act as a mere intermediary agent in relation to such service combination.

1.3. IDRT shall act as intermediary agent facilitating linked travel service arrangements if pursuant to the relevant legal regulations of Sec. 651w BGB the legal pre-requisites accordingly defined herein are fulfilled.

1.4. Notwithstanding IDRT's obligation as an agent facilitating linked travel service arrangements (including due provision of requisite information by way of submitting a form as well as providing due security coverage for customer payments collected by IDRT) and the legal consequences of failing to meet such statutory obligations, IDRT shall in the cases described in Section 1.2 and 1.3 neither act as a travel package tour operator nor as a liable provider of any of the singular flight transport services facilitated by IDRT. IDRT shall hence bear no liability whatsoever, neither in relation to any information published by respectively relevant providers of the flight services facilitated by IDRT as regards prices and service quality nor in relation to the performance of these facilitated flight services as such nor in relation to any damages arising in connection with the provision of such arranged flight services.

1.5. IDRT's liability acting as an agent for the facilitation of travel services as well as with regard to mandatory statutory provisions applying to tele media and electronic commerce shall remain unaffected.

By acting as an agent IDRT, IDRT is especially obliged as follows:

a) When advertising a travel service, IDRT shall clearly indicate that IDRT merely acts an agent in relation to such service and identify the respectively responsible service provider in each case;

b) IDRT shall state the price of each travel service arranged by IDRT acting as an agent separately from the price of the travel package provided by IDRT;

c) IDRT shall issue booking confirmations separately in relation to arranged travel services in accordance with the above provisions

1.6. IDRT's liability as an agent shall remain unaffected by the above provisions.

2. Conclusion of Contractual Relationship / Clients' Obligations / Information regarding any right of revocation

2.1. The following shall apply in relation to all

booking methods:

a) The offer of IDRT and the client's booking shall be based on the published description of the travel package offered as well as any supplementary information as provided by IDRT (such as classification specifications e.g.) as provided and available to the client at the time of his/her booking.

b) Travel agent's and booking service providers are not authorised by IDRT to conclude contracts on IDRT's behalf, to provide information or warranties which in any way amend the agreed contents of the travel package contract, go beyond the published description or contractually provided warranties of the travel package or contradict same.

c) Any information provided in hotel guides and similar directories which have not been published by IDRT, shall have no binding effect for IDRT and its contractual obligations, unless expressly agreed otherwise.

d) If the booking confirmation communicated by IDRT differs in any way from the booking placed by the client, such confirmation shall constitute a new offer by IDRT to which it shall be bound for a period of 10 days. The travel package contract shall be concluded on the basis of this new offer, provided IDRT has indicated such amendments to the client and has duly fulfilled its pre-contractual information duties in relation thereto and provided moreover, the client has accepted same, either expressly or tacitly by way of effecting payments in this regard.

e) Any and all information provided by IDRT prior to conclusion of the travel package contract in relation to material specifics of the travel services, the travel package price and any additional costs, the conditions of payment, the minimum number of travel participants and standard cancellation fees - in accordance with Article 250 Subsection 3 numbers 1, 3 to 5 and 7 EGBGB (Introductory Code to the German Civil Code) - shall not become subject to the travel package contract only if this has been explicitly agreed upon by and between IDRT and the client.

f) In relation to any client bookings made not only for the client him/herself but also for and on behalf of fellow travelers, the client shall be liable for the contractual obligations of such fellow travelers in the same way as for its own contractual obligations, provided the client has expressly undertaken to assume such fellow travelers' obligations by way of a separate declaration to this effect.

2.2. The following applies to bookings made orally, telephonically, in writing, by e-mail or by fax:

a) By way of placing a booking (travel booking), the client - in a contractually binding manner - furnishes an offer to IDRT to enter into a travel package contract to which it shall be bound for a period of 3 working days.

b) The corresponding travel package contract is concluded upon the client receiving IDRT's acceptance which is given by way of IDRT's booking confirmation. Upon or immediately subsequent to the conclusion of the travel package contract, IDRT shall provide the client with a corresponding booking confirmation document which shall be compliant with the statutory provisions defining such a booking confirmation's necessary contents. The booking confirmation document shall be issued on a pre-servable medium, i.e. in such a manner which shall allow for the client to keep or store the booking confirmation document as provided by IDRT, in order to access same at any moment within an adequate period of time (e.g. on paper or by way of an email attachment), provided the client is not entitled to a booking confirmation document on paper in accordance with Article

250 Section 6 Subsection (1) second sentence EGBGB (Introductory Code to the German Civil Code) which applies in cases where the travel package contract is concluded in the physical presence of both parties or in cases where it is concluded outside business premises as defined in Section 312b BGB (German Civil Code).

2.3. In relation to bookings which are generated electronically (e.g. via internet or app or tele media) the following shall apply:

a) The client is instructed about the relevant online booking procedure on IDRT's website or app.

b) In order to correct, delete or reset the entire online booking form, various functions shall be available to the client which the client shall be informed and instructed about online.

c) The various language options which may be used to pursue the booking process are provided on IDRT's website or app.

d) If and to the extent that the travel package contract's contents are saved electronically, the client shall be informed accordingly as well as about the possibility of accessing and down loading the respectively stored data at any later point in time.

e) By activating the button "zahlungspflichtig buchen" ("binding booking resulting in a payment duty") the client furnishes to IDRT a binding offer to conclude the travel package contract which the client shall be bound to for a period of three working days as of the time at which the client's respective offer is electronically triggered in accordance with the aforementioned process.

f) Immediately thereupon, the client will automatically receive an electronic confirmation of receipt in relation to his/her travel booking.

g) Transmitting the travel booking by way of activating the button "zahlungspflichtig buchen" shall not entitle the client to any rights regarding the conclusion of a travel package contract on the basis of the travel booking submitted. IDRT remains free to, at its sole discretion, accept the client's travel booking or not.

h) The travel package contract shall be concluded upon the client receiving IDRT's respective booking confirmation which shall be provided by IDRT on a pre-servable medium.

i) In cases where an electronic booking confirmation is automatically triggered and visible on the screen immediately upon the client having activated the button "zahlungspflichtig buchen", a contractual relationship is concluded upon the client receiving such booking confirmation, i.e. upon same appearing on the screen without any confirmation of receipt becoming necessary in relation to the client's travel booking (real time booking). In such cases, the client may opt whether to electronically save or print such booking confirmation. Either way, a binding travel package contract shall have been concluded, irrespective of whether the client opts to save or print the booking confirmation or decides to do neither.

2.4. IDRT advises the client herewith that, according to the applicable statutory provisions (Section 312 Subsection (7) BGB – German Civil Code), the client shall not be entitled to any right of revocation in relation to travel package contracts which according to Sections 651a and 651c BGB (German Civil Code) have been concluded remotely (i.e. by way of letter, brochure, telephone, telefax, E-Mail, mobile phone, mobile text message, as well as by radio broadcast, television and online services). The client's statutory rights to cancellation, especially his/her cancellation rights according to Section 651 h BGB (German Civil Code) (see also Clause 6 below) shall remain unaffected. The client shall

however be entitled to revocation if the travel package contract has been concluded outside of business premises, unless the oral negotiations on the basis of which the travel package contract was subsequently concluded were conducted due to the client's respective request in which case, in turn, the client shall have no right of revocation.

3. Payment

3.1. Prior to complete fulfilment of all services which are to be provided by IDRT under the travel package contract, IDRT and its agents shall only be allowed to collect client payments in relation to the travel package price, provided that a valid contract for the purposes of insuring or guaranteeing such client payments (Absicherungsvertrag) (in accordance with Section 651r BGB (German Civil Code) exists and that the client has been provided with a corresponding security certificate (Sicherungsschein) which clearly and comprehensively as well as prominently displays the insuring or guaranteeing party's name and contact information. Following conclusion of the travel package contract and upon such aforementioned security certificate having been provided to the client, an advance payment amounting to 20 % of the travel package price shall become due for payment by the client to IDRT. Payment of the residual balance amount shall become due for payment 21 days prior to IDRT commencing the provision of services under the of travel package contract, provided the aforementioned security certificate has been duly submitted to the client and the travel package contract can no longer be cancelled for the reasons specified under Clause 9 below. In relation to bookings which are placed within a term shorter than 21 days prior to travel services commencing the entire travel package price shall be payable immediately upon booking.

3.2. If the client fails to pay the advance payment and/or the residual balance in accordance with the agreed payment terms, despite IDRT having duly fulfilled its statutory information duties and being ready and able to duly perform the contractual travel package services, and provided moreover, the client does not hold any legal or contractual right to retain such payments, IDRT will submit to the client a reminder notice defining a period within which the client is to effect such overdue payments and announcing that, in the event of the client continuing to fail effecting such payments, IDRT will rescind the travel contract and charge to the client cancellation fees in accordance with the provisions of Clause 6 below.

4. Amendments (other than Price Increases) of the Travel Package Contract Applied Prior to Performance

4.1. Any amendments becoming necessary in relation to material specifics of travel services after conclusion of the respectively underlying travel package contract and prior to commencing performance of the corresponding travel services shall only be allowed if such amendments are not substantial to and do not impair the overall nature of the contractually agreed travel package services. The aforementioned shall not apply if such amendments become necessary due to IDRT having acted in breach of good faith.

4.2. IDRT shall be under an obligation to, without undue delay, clearly, comprehensively and prominently inform the client by way of a pre-servable medium about any amendments relating to travel services under the travel

package contract upon IDRT receiving knowledge of the reasons which make such amendment necessary.

4.3. In the event of any substantial amendments becoming necessary in relation to material specifics of travel services or in case of any changes arising with respect to special client requests, the client shall be entitled to, within an adequate period defined by IDRT, when informing the client about the relevant amendment or change, either accept the amendment or cancel the travel package without incurring any cancellation fees or accept the provision of an alternative travel package, if IDRT has offered such an alternative. If the client fails to cancel the travel package contract within the period defined by IDRT the amendment shall be deemed to have been accepted by the client.

4.4. Any and all warranty claims remain unaffected as far as the amended travel services are deficient in any way or have not been duly fulfilled. If, in relation to the amended travel package or in relation to an alternative travel package (provided such has been offered by IDRT at a quality of same value and at the same price) the costs expended by IDRT in this regard are lower, IDRT shall be under an obligation to refund to the client the difference amount in accordance with Section 651m BGB (German Civil Code).

5. Increase and Decrease of the Travel Package Price

5.1. IDRT, in accordance with Sections 651f, 651g BGB (German Civil Code) and subsequent provisions reserves the right to increase the travel package price in the event of

- a) any increase in cost of carriage resulting from increased fuel or other energy source prices,
- b) any increase of taxes, levies or fees, payable with respect to contractual travel services such as tourism taxes, port and airport fees or
- c) any alteration of the exchange rates applicable to the travel package relevant applied in relation to the relevant travel package, directly affecting the travel package price.

5.2. Any increase of the travel package price shall only be admissible if IDRT clearly and comprehensively informs the traveller in written text about such price increase and its reasons, thereby informing also about the calculation of same.

5.3. Price increases shall be calculated as follows:

As regards any increase of costs of carriage according to Clause 5.1 lit a) above, IDRT may increase the travel package price as follows: In case of a seat related increase IDRT may charge the respectively resulting difference amount to the Travel Customer.

In all other cases the increase charged by the transport supplier per vehicle or airplane may be calculated and charged on the basis of dividing the total increase amount by the number of seats booked by IDRT. The accordingly calculated increase amount per seat may be charged to each affected Travel Customer.

As regards any increase of taxes, levies or fees according to Clause 5.1 lit b) above, the travel package price may be increased accordingly on a pro rata basis per Travel Customer.

As regards any increase of foreign exchange rates according to Clause 5.1 lit c) above, the travel package price may be increased according to extent that the travel package has become more expensive for IDRT.

5.4. IDRT shall be under an obligation to, upon the Travel Customer's/traveller's request, grant a reduction in relation to the travel package price, if, after conclusion of the travel package contract and prior to the provision of the corresponding travel services commencing, any changes of rates, fees or exchange rates as mentioned in Clauses 5.1 lit a), b) and c) above have occurred as a result of which IDRT's costs have decreased. If the Travel Customer/traveller has paid more than the amount accordingly owed, IDRT shall refund the difference amount to the Travel Customer. IDRT shall however be entitled to subtract from such difference amount the administrative expenses actually incurred by IDRT in the process. In this regard, IDRT shall be under an obligation to, upon the Travel Customer's/traveller's request, provide

evidence proving the administrative expenses it has incurred.

5.5. Any increases of the travel package price shall only be admissible if received by the Travel Customer not less 20 days prior to performance of the travel package services.

5.6. In the event of any travel package price increase exceeding 8%, the Travel Customer shall be entitled to, within the period adequately defined by IDRT when informing the Travel Customer about such increase, either accept the amended price or cancel the travel package without incurring any cancellation fees. If the Travel Customer fails to cancel the travel package contract within the period defined by IDRT the increased travel package price shall be deemed to have been accepted by the Travel Customer.

6. Client Cancellations prior to Commencement of Provision of Travel Services / Cancellation Fees

6.1. The client shall be entitled to cancel the contractual travel services at any time prior to commencement of their provision by IDRT. Cancellations are to be notified to IDRT to the address provided above/below or to the travel agent who on behalf of IDRT has concluded the travel package contract with the client. For evidence purposes, the client is recommended to provide cancellation notices in written text.

6.2. In the event of a client cancelling the booked travel package prior to commencement of their provision by IDRT or if the client fails to utilize the travel services (no show), IDRT shall have no right to claim payment of the contractually agreed travel price. Instead, IDRT shall be entitled to claim payment of adequate compensation in consideration of preparations made and costs incurred by IDRT at the time of the cancellation being notified to it. Such adequate compensation shall be calculated on the basis of the contractually agreed travel service price. The aforementioned shall however not apply if the client's cancellation is caused by reasons falling into the scope of IDRT's responsibility or if the cancellation was caused by the occurrence of unavoidable, extraordinary circumstances at or in direct proximity to the client's destination which would materially impair the provision of travel services at or the carriage of passengers to the client's destination. Circumstances shall be deemed unavoidable and extraordinary, if they cannot be controlled by IDRT and if their consequences remain unavoidable despite IDRT having taken all reasonable measures to avoid them.

6.3. The below mentioned standard compensation charges have been calculated by way of IDRT duly taking into account any and all costs which usually remain unexpended as well as any and all proceeds usually generated by way of selling unutilized travel services to other clients or making use of same otherwise. The standard compensation charges are applied as follows, depending on the date on which IDRT receives notice of the client's cancellation:

a) Hotels (CRS codes starting with the letter H), resorts (apartments; CRS codes starting with the letter A), mobile homes (CRS codes starting with the letter M), cruises (CRS codes starting with the letter K; not boat charter), Travel packages containing flight, bus, train, transport and/or cruise services except charter cruises (electronic code/EDV-code starting with the letter "K"), as well as other services which are not subject to lit. b):

- Up to the 30th day prior to commencement of the booked travel package services 20 %
- as of the 29th up to 22th day prior to commencement of the booked travel package services 25 %
- as of the 21st up to the 15th day prior to commencement of the booked travel package services 35 %
- as of the 14th up to the 8th day prior to commencement of the booked travel package services 50 %
- as of the 7th up to the 4th day prior to commencement of the booked travel package services 60 %
- as of the 3rd up to the 1st day prior to commencement of the booked travel package services 70 %
- up to the day of commencement of the booked travel package services or in case

of no-show 80 % of the contractual travel price.

b) Vacation rentals (villas, homes and apartments, CRS code starting with the letters P or L):

- Up to the 45th day prior to commencement of the booked travel package services 20 %
- as of the 44th up to 31st day prior to commencement of the booked travel package services 30 %
- as of the 30th up to the 15th day prior to commencement of the booked travel package services 50 %
- as of the 14th up to the 8th day prior to commencement of the booked travel package services 60 %
- as of the 7th up to the 1st day prior to commencement of the booked travel package services 70 %
- up to the day of commencement of the booked travel package services or in case of no-show 90 % of the contractual travel price.

6.4. In any event, the client shall retain the right to positively prove that IDRT has incurred no damages or damages which are substantially lower than the standard charge claimed in accordance with the above mentioned standard compensation charges.

6.5. A general compensation fee pursuant to Section 6.3 shall be deemed not to have been fixed and agreed if IDRT proves that IDRT has incurred significantly higher expenses than the calculated amount of the general fee pursuant to Section 6.3. In this case, IDRT shall be obligated to specifically quantify and justify the requested compensation, taking into account the expenses saved and the acquisition of any other use of the travel services.

6.6. If IDRT is obligated to reimburse the travel price as a result of a withdrawal, §651h (5) BGB shall remain unaffected.

6.7. The client's legal right pursuant to Section 651 e BGB (German Civil Code), to, on a pre-servable medium, demand that instead of the client a third person is to enter into the travel package contract, remains unaffected by the above provisions.

6.8. The client is urgently advised to take out insurance covering cancellation costs as well as insurance covering expenses for repatriation in the event of any accident or illness occurring while travelling.

7. Amendments to Bookings

7.1. The client shall have no right to claim amendment of the booked time, place of destination or departure, accommodation, the means of transport as well as the place of boarding or disembarking (booking amendments). This shall not apply, if, IDRT has either failed to provide or has provided insufficient or incorrect information to the client/traveller prior to concluding the travel package contract as provided in Article 250 Section 3 EGBGB (Introductory Code to the German Civil Code), in which case the booking amendment must be made free of charge. If a booking amendment is possible and applied in accordance with the client's request, IDRT, provided the time lines defined below are duly observed, shall be entitled to charge a booking amendment fee per person affected by such requested change. Unless specifically agreed otherwise prior to IDRT accepting a booking amendment request, the fee for booking amendments which are applied up to the time of the respectively defined second periods, as mentioned in the respectively relevant cancellation fee category in Clause 6.3 above, shall amount to € 25 per affected traveller.

7.2. Any client request to amend travel bookings which are communicated at any time later than within the aforementioned period, provided such change is possible at all, may only be applied by way of the client cancelling the travel contract in accordance with Clause 6 above and the conditions provided herein while simultaneously placing a new booking. This shall however not apply in relation to booking amendment requests which incur only minor costs.

8. Unused Travel Services

In the event that, for reasons that fall into the traveller's scope of responsibility and, in relation to which the traveller holds no statutory right to cancel the travel package contract free of charge, the traveller fails to utilise individual travel services despite having been duly offered the provision of same (e.g. due to early return or for other compelling reasons), the traveller shall not be entitled to a

pro-rata refund of the contractually agreed travel package price. IDRT shall apply reasonable endeavours to obtain refunds of any accordingly unexpended costs from its suppliers. Such obligation shall not apply if the respectively unused services are absolutely insignificant.

9. Cancellation due to Falling Short of Minimum Number of Booked Participants

9.1. IDRT shall be entitled to cancel the travel package contract due to failing to generate a minimum amount of participant bookings in accordance with the following rules:

a) The minimum number of participants and the latest time at which a booking may be cancelled by IDRT has been accordingly mentioned within the information provided by IDRT prior to concluding the travel package contract.

b) The minimum number of participants and the latest time at which a booking may be cancelled by IDRT must be mentioned also in IDRT's booking confirmation or the booking confirmation.

c) IDRT shall be obliged to without undue delay, notify travel clients of any cancellations becoming necessary once it has been ascertained that the travel package contract will not be performed due to not reaching the minimum number of bookings.

d) Any such cancellation by IDRT that is notified later than 30 days prior to commencement of the affected travel package contract shall not be allowed.

9.2. If no travel service under the travel package contract is performed for aforementioned reasons, the client shall be fully refunded any and all payments previously paid to IDRT without undue delay. Clause 6.6 above applies accordingly.

10. Termination on Grounds of Conduct

10.1. IDRT shall be entitled to cancel the travel package contract with immediate effect if, despite IDRT's explicit warning, the traveller continues to interrupt the provision of travel services or if the traveller violates the contract to an extent, sufficiently substantial to justify IDRT's summary cancellation of the contract. This shall not apply if the traveller's violation of the contract was caused due IDRT's failure to duly fulfil its information duties prior to concluding the travel package contract.

10.2. If IDRT cancels the contract for the above reasons it shall remain entitled to demand full payment of the travel package price. However, any unexpended costs as well as any and all proceeds generated by selling unutilised travel services to other travel clients or any refunds received from travel suppliers in this respect are to be deducted from IDRT's respective claims.

11. Client Obligations

11.1. Travel Documents

Clients shall be obliged to notify IDRT or the travel agent who has concluded the travel package contract with the client on IDRT's behalf, if it has not duly received the travel documents within the time specified by IDRT.

11.2. Deficiencies/Remedy

a) If the travel services performed under the travel package contract are in any way deficient, the traveller is entitled to demand remedy.

b) If and to the extent that, due to the traveller's failure to duly report a service deficiency, IDRT has been unable to remedy same, the traveller shall neither be entitled to refund in accordance with Section 651m BGB (German Civil Code) nor to compensation of damages in accordance with Section 651nBGB (German Civil Code) in this regard.

c) Clients shall be obliged to, without undue delay, report to IDRT's authorised representatives onsite the occurrence of any travel service deficiencies and demand remedy of same. If there are no representatives of IDRT present onsite and IDRT, according to the travel package contract, is not obliged to have such a representative present onsite, any travel service deficiencies are to be reported to the contact as communicated by IDRT; travellers will be informed about the availabilities of IDRT's onsite representatives or contacts within IDRT's travel booking confirmation. The traveller, may at his/her discretion, also choose to report any deficiencies to the travel agent which has concluded the travel package

contract on IDRT's behalf.

d) IDRT's representative is assigned with remedying any occurring service deficiencies, it is, however, neither authorized to confirm deficiencies nor to acknowledge any claims asserted against IDRT.

11.3. Deadline prior to Cancellation

If the client/traveller pursuant to Section 651i BGB (German Civil Code) intends to cancel the travel package contract due to a service deficiency as defined in Section 651i Subsection (2) BGB (German Civil Code) that is substantial, the client/traveller shall be required to first define an adequate deadline within which IDRT is to remedy the reported deficiency. This shall not apply if IDRT has previously refused to take adequate remedial measures in this concern or if it is necessary that immediate remedial measures are taken.

11.4. Damage and Loss of Baggage during Flights; Special Rules and Deadlines for Remedy Measures

a) The traveller is advised herewith that, in accordance with the relevant air traffic regulations, any loss or damage to or late delivery of baggage in connection with the performance of flights is to be reported without undue delay on site to the performing airline carrier by way of a property irregularity report (P.I.R.). According to international agreements, airlines and travel package tour operators are entitled to refuse any compensation of damages suffered if the traveller has failed to duly complete the P.I.R. In the case of any baggage damages, the P.I.R. is to be submitted within 7 days in the case of any baggage delivery delay within 21 days after delivery.

b) In addition, any loss, damage or misdirection of travel baggage is to be reported to IDRT, its representatives or contacts or to the travel agent who has concluded the travel package contract on IDRT's behalf without undue delay. Despite such report, the traveller remains obliged, to submit the P.I.R. within the periods specified in lit a) above.

12. Limitation of Liability

12.1. IDRT's contractual liability for damages which have neither resulted in fatal injury, bodily harm nor damages to a person's health and which have not arisen due to any negligence or wilful conduct on the part of IDRT and its suppliers and vicarious agents, shall be limited to an amount equaling triple the travel package price. Any claims based on the Montreal Treaty or the Luftverkehrsgesetz (German Air Traffic Code) shall remain unaffected.

12.2. IDRT shall be held liable neither for any service disruptions, nor for any personal injury nor for any damages to property which arise in connection with third party services which IDRT has sold acting as a mere agent (e.g. excursions, sports events, theatre tickets, exhibitions, transportation services from and to the specified places of departure and destination), if IDRT, within its advertised publications and its travel booking confirmation has clearly indicated such services as third party services in a sufficiently distinct manner, thereby expressly stating the identity and address of the corresponding third party contract partner which IDRT has acted as an agent for, so that it is apparent to the client that such services are not part of the travel package contract and otherwise the requirements of §§ 651b, 651c, 651w and 651y BGB (German Civil Code) have been properly fulfilled.

12.3. IDRT shall however be liable in relation to damages caused to clients as a result of IDRT having breached its statutory advisory or information duties towards the client or due to any breach by IDRT of its organisational duties.

13. Assertion of Claims and Addressee

13.1. Any claims asserted by the client under Section 651i subsection (3) no. 2, 4-7 BGB (German Civil Code) must be addressed to IDRT. Alternatively, they can also be addressed to the travel agent who has concluded the travel package contract on behalf of IDRT. Contractual claims as specified in section 651i paragraph 3 German Civil Code are subject to a limitation period of two years. Such limitation period commences on the day the travel package services were supposed to come to a conclusion. It is recommended to assert claims in written text.

14. Information Duties in relation to Airline Carrier's Identity

14.1. In accordance with the EU-Regulation for the Information of Commercial Flight Passengers about the Performing Airline Carrier's Identity, IDRT shall inform clients prior to or latest at the time of the relevant booking about the identity of each airline carrier performing services within the scope of the booked travel package.

14.2. If, at the time of booking, the identity of any performing airline carrier is not yet certain, IDRT shall be under an obligation to identify the airline carrier(s) which at that time is/are probably expected to provide the flight service(s). As soon as it has been ascertained which airline carrier will perform the flight service, IDRT will inform the client accordingly.

14.3. In the event of any changes as regards the performing airline carrier, IDRT will inform the client accordingly without undue delay and as swiftly as possible with reasonably adequate means.

14.4. The so called "Black List" which, according to the EU Regulation lists all airline carriers which are banned from entering the air space of EU member states, is displayed on IDRT's websites and IDRT's business offices or can be accessed directly online at https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en

15. Passport, Visa and Health Requirements

15.1. Prior to concluding the travel package contract, IDRT shall inform clients/travellers about general passport or visa requirements as well as about any official health regulations to be observed at the country of destination, including the time usually expected in order to obtain respectively relevant visa documents as well as about any statutory changes in this regard.

15.2. The client shall be solely responsible for obtaining and holding the officially necessary travel documents, for having all necessary vaccinations performed on him and fellow travellers as well as for acting compliantly with any relevant customs and foreign exchange control regulations. Any disadvantages arising as a result of the client's failure to comply in this regard, such as e.g. any cancellation fees, shall be borne by the client. This shall not apply if IDRT has either failed to inform the client at all or if it has informed the client insufficiently or incorrectly in any way.

15.3. If IDRT is assigned by the client with obtaining necessary visa documents, IDRT shall not be liable for the timely granting of same by the relevant embassy or consulate nor for their due receipt by the client, unless IDRT is in breach of any of its contractual duties in this regard.

16. Special regulations in connection with pandemics (in particular the Corona virus)

16.1. The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official regulations and requirements applicable at the time of travel.

16.2. The traveler agrees to observe reasonable regulations or restrictions on use of the service providers when using travel services and to inform the representative and the service provider immediately in the event of typical symptoms of illness occurring.

16.3. The customer's rights under Section 651i BGB remain unaffected by the above provisions.

17. Alternative Settlement of Disputes; Choice of Law and Place of Jurisdiction

17.1. With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung), IDRT points out that it currently does not participate in any such voluntary settlement programme. In the event that the participation in such a programme became obligatory in the further course after printing and publishing these terms and conditions, IDRT will duly inform its clients accordingly. In relation to all contractual relationships concluded electronically, IDRT makes reference herewith to the European dispute settlement platform

<https://ec.europa.eu/consumers/odr>

17.2. For clients who are not nationals of a member state of the European Union or Swiss nationals, it is agreed that the entire legal and contractual relationship between the client and IDRT shall be exclusively governed by German law. Legal suits filed by clients shall be exclusively brought before the competent court jurisdiction at the place where IDRT has its registered seat.

17.3. Law suits brought by IDRT against a client shall be brought before the court of competent jurisdiction at the client's residence. In relation to law suits against clients who are merchants in accordance with the German Commercial Code (HGB) or legal persons of civil or public law whose residence or registered business seat or whose usual place of stay is either abroad in a foreign country or unknown at the time when the law suit is brought, the parties agree that such law suits shall be brought before the court of competent jurisdiction at IDRT's registered seat.

Part B. Contractual conditions for individual travel services

1. Scope of application

Pure accommodation services (hotels and private accommodation) and boat charters, which are not separately designated in the invitation to tender and which are offered without any other main tourist services included in the total price, are hereinafter uniformly referred to as "individual services" and are not subject to package travel law. These contractual conditions of Part B apply to them.

2. Special regulations for individual travel services

2.1 The arrival of the customer in the accommodation / or takeover of the charter boat has to take place at the agreed time, without special agreement at the latest by 6:00 p.m.

2.2 For later arrivals / takeovers the following applies:

a) The customer shall be obligated to notify IDRT no later than 5:00 p.m. or at the agreed time if he/she arrives late or, in the case of stays lasting several days, does not wish to use the booked accommodation / charter boat until a subsequent day.

b) If no notification is made in due time, IDRT shall be entitled to occupy the service elsewhere. For the period of non-occupancy, the provisions on withdrawal or non-arrival of the guest in these contractual conditions shall apply accordingly.

c) For periods of occupancy in which the customer does not make use of the services due to late arrival, the provisions on withdrawal or non-arrival of the guest in these contractual conditions apply accordingly. The Guest shall not have to make any payments to IDRT for such occupancy periods if IDRT is contractually or legally liable for the reasons for the later arrival or the non-occupancy.

2.3 The vacating of the accommodation / return of the charter boat shall take place at the agreed time, without any special agreement, at the latest by 10:00 a.m. on the day of departure. In the event of failure to vacate/return the boat in due time, IDRT shall be entitled to demand a corresponding additional compensation. IDRT reserves the right to assert further damages.

3. Payment;

3.1 For individual services, a deposit of 20 % of the price is due after conclusion of the contract, 25% for charter of boats. It is not necessary to hand over a security certificate.

3.2. The balance is due 30 days before travel. For bookings made less than 30 days before travel, the entire price is due for payment immediately.

4. Withdrawal

Section 6 of the Terms and Conditions of Travel in Part A shall apply accordingly to the cancellation of individual services, whereby the following provisions shall apply instead of Section 6.3a) and b) of the Terms and Conditions in Part A with regard to cancellation costs:

a) hotels (CRS codes starting with the letter H), resorts (apartments; CRS codes starting with the letter A), mobile homes (CRS codes

starting with the letter M)

until 30th day before travel: 20%
from the 29th up to the 22nd day before travel: 25%
from the 21st up to the 15th. day before travel: 35%
from the 14th up to the 8th day before travel: 60%
from the 7th up to the 4th day before travel: 60%
from the 3rd up to the 1st day before travel: 70%
on the day of travel: 80%

b) Vacation rentals (villas, homes and apartments, CRS code starting with the letters P or L)
up to the 60th day before departure: free cancellation possible, unless otherwise specified
from the 59th to the 15th day before departure: 50%
from the 14th to the 1st day before departure: 80%
Cancellation on the day of travel: 95%

c) Boat charter
up to the 90th day before travel: 20%
from the 89th to the 60th day before travel: 30%
from the 59th to the 30th day before travel: 40%
from the 29th to the 22nd day before travel: 50%
from the 21st to the 7th day before travel: 60%
from the 6th to the 1st day before travel: 75%
on the day of travel: 90%

5. Applicable regulations from part A

5.1 The following provisions from the terms and conditions in Part A shall also apply mutatis mutandis to individual services, but always subject to the provision that this constitutes a mixed-type contract for the provision of an individual service and does not constitute an agreement on package travel law.

Part A Clauses 1, 2, 3.2., 4, 5, 6, 7, 8, 9, 10, 11.1, 11.2., 11.3., 12, 16, 17, 18.

5.2 Part A clause 7 applies to the boat charter with the proviso that a rebooking up to the 2nd scale of the cancellation fee is possible for a fee of 5% of the total charter price.

5.3 In all other respects, unless otherwise agreed in these contractual conditions, the statutory provisions shall apply.

© These Terms & Conditions are protected by copyright; Noll | Hütten | Dukic
Rechtsanwälte, Stuttgart | München, 2024

Contractual Partner:
I.D. Riva Tours GmbH,
Bahnhofstraße 101, 82166 Gräfelfing
Telefon: +49 (0) 89 23 11 00-0
Telefax: +49 (0) 89 23 11 00-22
E-Mail: info@idrive.de
Chief executive: Konstantin Gaitanides,
Stefan Römhild
Registry Court Amtsgericht, HRB 107372