

General Terms and Conditions of Travel for Individual Services

Preliminary remark:

If you book an individual travel service (e.g. flight-only or hotel-only) with us, it is not a package tour to which the provisions of the package travel law pursuant from § 651a to 651i of the German Civil Code apply. For this reason, the following travel conditions apply to these individual services, which are not the same as those that apply to package tours.

As a rule, we do not offer rail travel as part of a package tour. If you wish to book an additional rail journey, we only will arrange this booking. The contract of carriage comes about with the Deutsche Bahn AG. Therefore, claims for reduction or damages due to delays cannot be asserted against us. In this respect, we refer to the General Terms and Conditions of the Deutsche Bahn AG, which you can view at

https://www.bahn.de/p/view/home/agb/agb.shtml?dbkanal_007=L01_S01_D001_KIN0001_footer-agb_LZ01.

If you book only hotels or club stays (e.g. Robinson Club, TUI Magic Live, Aldiana) without a flight, the following travel conditions for individual services also apply.

Tickets for musicals or sporting events booked with us also constitute individual services, unless these are booked in conjunction with transport, accommodation or renting of vehicles.

General Terms and Conditions in detail:

1. Conclusion of the travel contract

1.1 The travel registration as specified in the invitation to tender becomes binding upon receipt at the tour operator. The travel contract comes into effect upon receipt of the written travel confirmation at the applicant.

1.2 If the travel confirmation deviates from the contents of the travel registration, this constitutes a new offer of the tour operator. The travel contract comes into existence based on this new offer if the traveller expressly or conclusively (e.g. by payment of the travel price, payment of a deposit or commencement of the journey) agrees to it.

2. Specific features of PEP-travels

2.1 In order to gain access to our travel portal at www.pepXpress.com, a legitimation is required, which will be provided as part of the registration process. This is a written proof, which is confirming an existing employment contract within the tourism industry. We accept, among other things, a valid Travel Industry Card as well as valid group or travel agent cards as proof of identity. A letter from the employer on business paper with the current date and the supervisor's signature, indicating the scope of the applicant's duties and a full-time employment, as well as the company's field of activity, is also possible. We require a copy of the business registration from self-employed persons/owners, managing directors and persons who do not have any superior. This copy must clearly indicate the tourist focus of the company and the name(s) of the person(s) concerned. All documents are accepted in German and English language.

2.2 The booked services are based on special prices, which are made available by the service provider exclusively for tourism professionals. Therefore, they are obliged to legitimise themselves accordingly at the request of the service provider. This includes, for example, PEP ID card from pepXpress, DRV ID card, employee ID card or a corresponding letter of confirmation from the employer. Should they not be able to legitimise themselves accordingly, they must reckon with an additional charge or an exclusion from benefits. A refunding of already paid services after the journey is excluded in such a case. pepXpress is not liable for the failed access, which is based on a wrong e-mail address or another reason for which the user/traveller is responsible. Users/travellers are thus obliged to inform pepXpress of any changes of their e-mail address or telephone number as soon as they become known.

2.3 We expressly point out that the intentional, unauthorized use of our Pep-offers constitutes a statutory offense according to § 263 StGB (penal code) and can be prosecuted accordingly. This penalty may also be imposed on employers, who illegally pass on our offers to third parties (friends, customers, etc.).

2.4 pepXpress and its service providers reserve themselves the right to cancel bookings at a charge, even after confirmation has been given, in case of insufficient legitimation.

2.5 The special prices for tourism professionals may not be communicated to third parties. A violation of this obligation can lead to an additional charge, to an exclusion from the service and to an exclusion from using pepXpress. This also applies to false data in the registration. pepXpress generally reserves the right to check randomly the data of registered users.

2.6 The travel applicant as the tourism professional undertakes to be available at the request of the service provider, e.g. the hotel management, for a discussion and an inspection, e.g. of the booked hotel.

2.7 The applicant's attention is drawn to the fact that he/she, as a tourism professional using special rates pursuant to Article 3 (3) of regulation (EU) No. 261/2004, shall not be entitled to any claims in the event of denied boarding, cancellation or long delay of flights.

3. Payment

3.1 A deposit of 20% of the tour price is due upon receipt of the written travel confirmation in textual form.

3.2 The balance payment is to be paid at least 21 days before starting the journey.

3.3 For bookings with a total travel price of up to Euro 250,- and/or travel registrations from 30 days prior to the starting of the journey, the entire invoice amount is due immediately after receipt of the travel confirmation.

3.4 Depending on the period until departure, payment can be made either by bank transfer, instant bank transfer (online banking required) Giro pay, sepa direct debit or by credit card (American Express, Visa or MasterCard).

3.5 In the case of payments from abroad, all costs incurred shall be borne by the initiator of the payment.

3.6 Rejected payments or bank charges resulting from chargebacks, which are not based on our fault, will be charged to the travel applicant per case (flat rate) with Euro 15,-.

3.7 If the customer does not pay in time, pepXpress is entitled to withdraw from the travel contract after a reminder with setting of a deadline and to demand from the applicant a reasonable compensation for the precautions taken up to the withdrawal and his expenses depending on the respective travel price. This entitlement is flat-rated as described in point 6 of this set of clauses.

4. Travel documents

The travel documents are generally sent electronically after receipt of the full travel price. If the applicant does not receive the travel documents at least 7 days before the start of the travel, he must contact pepXpress immediately.

5. Service modifications

pepXpress can make modifications of the service descriptions at any time prior to the conclusion of the contract, and the traveller will be informed of these changes prior to booking.

5.1 pepXpress is entitled to make unilateral contractual changes to the terms and conditions of the contract and services after conclusion of the contract, provided these changes do not affect the tour price and are insignificant. pepXpress is in particular entitled to subsequently change arrival and departure times as well as the specified airline to an equivalent one within the still permissible times of the EU Passenger Rights Regulation in this context, provided that this becomes necessary for reasons that arise after conclusion of the travel contract and that are reasonable for the traveller.

pepXpress will offer unreasonable changes to services with a notice period of 3 days in connection with a free rebooking or a free withdrawal from the booked service.

5.2 If the transport costs existing at the time of conclusion of the travel contract, such as fuel costs or taxes and fees, increase, pepXpress may increase the travel price respectively, pursuant to section 651f (1) of the German Civil Code (BGB).

6. Withdrawal/rebooking by the traveller

6.1 The traveller can withdraw from the trip or change the booking at any time before starting the trip. The customer is advised to choose the written form for this purpose. In case of cancellation, the date of receipt of the travel withdrawal at pepXpress is decisive (**only from Monday to Friday until 15:00, except public holidays**). In case of withdrawal from the travel contract, the company loses its entitlement to the travel price. pepXpress can instead demand a reasonable compensation in relation to the total travel price, which is charged as a lump sum as follows:

- ✓ On the day of booking, if there are at least 7 days between booking and departure: free of charge
- ✓ Up to 30 days prior to the start of the journey 25 %, at least Euro 30,- per capita
- ✓ 29 to 15 days prior to the start of the journey 40 %
- ✓ 14 to 9 days prior to the start of the journey 50 %
- ✓ 8 days to 1 day prior to the start of the journey 75 %
- ✓ On the day of the trip or no-show 95 %

Cancellation conditions for ROBINSON, ALDIANA and TUI MAGIC LIFE

- ✓ Up to 31 days prior to the start of the journey 40 %
- ✓ 30 to 15 days prior to the start of the journey 60 %
- ✓ 14 to 4 days prior to the start of the journey 85 %
- ✓ 3 to 1 day prior to the start of the journey 90 %
- ✓ On the day of the journey or no-show 95 %

Rebooking conditions or ALDIANA:

Rebooking within the same club and the same season (summer/winter); in case of reduction of travel duration or number of persons, the pepXpress cancellation scale applies:

- ✓ On the day of booking free of charge
- ✓ Up to 22 days before departure 50€ plus price difference
- ✓ 21 to 15 days before departure 30%, min. 50€
- ✓ 14 to 7 days before departure 55%, min. 50€
- ✓ 6 to 1 days before departure 75%, min. 50€

Costs for possible visa procurement or travel insurance as well as processing fees and costs for airline tickets already issued must always be borne at a rate of 95 %.

The aforementioned provisions regarding cancellation fees apply to all tours, unless separate regulations are referred to in the respective invitation to tender. The traveller is at liberty to prove that pepXpress has incurred no or less damage than the flat rate demanded by pepXpress. pepXpress recommends the conclusion of a travel cancellation insurance policy. This insurance can cover the cancellation costs in accordance with its insurance conditions for the insured risks.

6.2 Further rebooking / changes: If, at the traveller's request, changes are made after booking the trip with regard to the travel date, the different types of meals, the room categories, the type of transport, the additional booking of persons as well as date changes up to 30 days prior to the start of the trip, pepXpress is entitled to charge a processing fee of Euro 30,- for each rebooking. Exceptions are ROBINSON and TUI MAGIC LIFE bookings, where a handling fee

of Euro 50,- per person will be charged up to 32 days prior to arrival. If such a rebooking, results in higher travel prices for fellow travellers, the travel participant must pay the difference. Rebooking made after the deadline of 30 days before starting the trip are only possible after withdrawal with a following new-registration. The traveller is responsible for ensuring that his or her requests for changes can be combined with other travel services booked by him or her.

6.3 The applicant may nominate substitutes for fellow travellers, if they meet the requirements of section 2). A change of name before a ticket will be issued is subject to a change of Euro 30,- . In case of air travel, higher costs may incur depending on the airline respectively.

6.4 If services booked by the traveller are not used on site, for example due to early return or other attributable reasons, the traveller cannot demand a proportional reimbursement of the tour price. pepXpress will pass on any reimbursements of saved expenses by the service providers to the client, but in conjunction with a processing fee of Euro 50,-.

6.5 The traveller is free to prove in all cases named before, that the tour operator has suffered no damage or only a smaller damage than the lump sums demanded by him.

6.6 Vouchers redeemed in the booking will not be refunded in the event of cancellation. No cash payment will be made for promotional-, discount-, welcome- and birthday vouchers or vouchers from prize draws. Purchase vouchers from pepXpress are excluded from this.

6.7 In the event of a cancellation free of charge as a gesture of goodwill, pepXpress reserves the right to charge a processing fee of Euro 30,-.

7. Special regulations for admission tickets and DB-train tickets

7.1 Tickets booked in addition to a stay or tickets arranged and confirmed separately (e.g. musicals and sporting events) cannot be exchanged nor can the costs be refunded after a trip has been cancelled.

7.2 In case of separately arranged and confirmed DB-train tickets, a distinction must be made between saver fare and flexible fare.

- DB-train tickets with flexible fares are valid without a train commitment and can be cancelled up to one day before the day of validity. Cancellation is excluded from the first day of validity.
- DB-train tickets with saver fares are subject to a train obligation and can only be cancelled up to a maximum of 4 days after booking for fee of 5,- Euro per person per route if there are at least 7 days between booking and arrival. Cancellation is excluded from the 7th day before the day of travel.

8. Withdrawal/rebooking on the part of the tour operator

8.1 pepXpress may withdraw from the travel contract if the number of participants advertised or officially determined is not reached, if the travel tender and the travel confirmation refer to the execution of the trip only if a certain number of participants is reached. The travel price already paid will be refunded immediately. Concerning the withdrawal, the periods according to § 651 h paragraph 4 sentence 1 number 1 of the BGB (German Civil Code) do apply.

8.2 pepXpress is entitled to withdraw from the travel contract without any notice, if the traveller, despite a warning, either disturbs the execution of the trip to such an extent or behaves so contrary to the contract that the immediate cancellation of the contract is also justified for the protection of other fellow travellers. If pepXpress cancels the contract, it retains the right to the tour price, but must allow itself to be credited with the value of the saved expenses as well as those benefits, which it obtains from another use of the unused service, including the amounts credited to pepXpress by its service provider.

9. Cancellation of contract due to exceptional circumstances

If it is impossible to carry out the trip in the event of unavoidable, extraordinary circumstances, both contracting parties may withdraw from the contract. Clause 6.1 shall not apply in this respect. The respective withdrawal shall take place immediately after knowledge of the reason for withdrawal.

10. Passport-, visa-, health- and entry regulations

It is up to the travellers' responsibility to obtain the necessary visas and vaccinations in accordance with the relevant entry- and health regulations. Travellers must ensure that the details of the travelling person given in the booking correspond to the details of the passport/identity card. In addition, the tour operator will inform the citizens of any country within the European Union in which the tour is offered, about passport-, visa- and health regulations prior to the conclusion of the contract. Concerning citizens of other countries, the responsible consulate will provide any information.

11. Liability

11.1 The liability of pepXpress for such damages that are not bodily injuries and not caused culpably or by gross negligence is limited to three times the travel price.

11.2 pepXpress is not liable for disruptions to services, personal injury and property damage in connection with services that were merely arranged as third-party services (such as transfer services to the place of departure and destination) if these services were expressly identified as third-party services in the travel description of the booking confirmation, stating the arranged contractual partner.

11.3 Transport is provided in accordance with the terms and conditions of the respective transport company, which will be made available upon request.

12. Notification of defects and the obligation to co-operate

The tour participant is obliged to inform either the tour guide, or the local agency or the tour operator himself immediately of any defects occurring during the tour in order to give the tour operator the opportunity to find a remedy. If he culpably fails to do so, the travel price will not be reduced. A notice of termination for good cause due to unacceptability of the trip continuation remains unaffected thereby.

Damages or delays in delivery of the baggage during air travels should be reported immediately to the responsible airline on site by means of an advice of damage (P.I.R.). Otherwise, the airline could refuse any compensation. In the event of luggage damage, the damage report must be submitted within 7 days and in the case of delay within 21 days of handover. In addition, the damage or misdirection of the luggage as well as any other notification of defects must be reported to the travel organiser immediately after becoming aware of it.

13. Other provisions and agreements

13.1 The registration at pepXpress and the use of the travel offers require the electronic storage of customer data. This data will be used exclusively for the purposes of pepXpress. By using the system, the customers do agree to this use. Otherwise, the data made available to pepXpress will be processed, stored and passed on within the scope of the contractual purpose. The data protection directive of pepXpress can be viewed at <https://www.pepxpress.com/en/info/help/privacy-statement>.

13.2 Obvious printing and calculation errors entitle pepXpress to correct or to contest the concluded contract.

13.3 Place of jurisdiction for claims against pepXpress is Koblenz.

13.4 The invalidity of individual provisions shall not result in the invalidity of the entire contract.

13.5 The application of German law is agreed.

13.6 pepXpress does not participate in dispute resolution proceedings before a consumer arbitration board.

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