

Terms and Conditions for Private Users (End-consumers of services)

The website "www.germanytoenjoy.com" and the commercial header "enjoy Germany!" is owned and operated by AGE International GmbH, Berlin, Germany. Therefore all terms and conditions related to the use of above mentioned website are given by and legally binding to AGE International GmbH.

User agreement between the **user** (User, you) and **AGE International GmbH** (AGE International GmbH, we). Please read these terms and conditions of use (Terms and Conditions) before using the website (Site) owned by AGE International GmbH and making any booking.

You consent to the Terms and Conditions when you use the Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use the Site in any way or make a booking.

All correspondence regarding customer service or your booking should be sent to AGE International GmbH, Dominicusstr. 32, D-10827 Berlin, Germany or emailed by [clicking here](#).

Contents of these Terms and Conditions:

1. Your Contract
2. Delivery of Your Booking
3. Cancellations or Modifications by you to your Booking
4. Payment
5. Passports, Visas and Health Requirements
6. Other Generally Applicable Terms

1. YOUR CONTRACT

A 'booking' means any order for products or services you make on our Site, which is accepted by us. Acceptance will be made by AGE International GmbH (and a contract concluded) when we have received full payment from you and sent a confirmation email (from either AGE International GmbH or the relevant Travel Supplier). All travel products and services featured on the Site are subject to availability.

AGE INTERNATIONAL GMBH STRONGLY RECOMMENDS THAT YOU TAKE OUT INSURANCE FOR ANY HOLIDAY, ESPECIALLY AS THERE MAY BE CIRCUMSTANCES WHERE NEITHER AGE INTERNATIONAL GMBH OR THE TRAVEL SUPPLIER CAN ACCEPT LIABILITY (EG DELAYS OR CANCELLATIONS BEYOND OUR CONTROL). – IF YOU CHOOSE TO FOLLOW OUR RECOMMENDATION YOU MAY FOLLOW THE ACCORDING LINK ON OUR WEBSITE AND MAKE YOUR INSURANCE ARRANGEMENT ACCORDINGLY BY THE INSURANCE-PARTNERSHIP OFFERED BY US.

Travel Suppliers

AGE International GmbH acts as disclosed Agent for third party suppliers and for the purposes of these terms and conditions tour operators, package holiday supplier, hotels, hotel chains and hotel aggregators, insurance and car suppliers, plus all airlines, shall be included in the term 'Travel Supplier'. When you make a booking via the Site following a link leading you to a supplier-site external to our own website and our own booking-form, **the contract will be between the Travel Supplier and you**. AGE International GmbH is not a party to the contractual relationship of a third-party service supplier, even if you contracted at this external supplier following a link on our website. Any queries or concerns relating to the product should be addressed to the Travel Supplier. You will see the name and address, plus contact details, for most suppliers at the bottom of the more info section for each product and for all suppliers in any confirmation e-mail the Travel Supplier send you.

AGE International GmbH does not assume any responsibility for the travel products and services provided by the Travel Supplier and makes no representations or warranties (express or implied) about the suitability or quality of travel products and services featured on the Site.

Travel Supplier Conditions

The following applies to all products or services booked via our Site:

The Travel Supplier's terms and conditions (including airlines' terms and conditions of carriage) will apply in addition to those set out here. The Travel Supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if

available) and any other restrictions. Consequently, as you move through the Site you will see links to terms applying to specific Travel Supplier products (you are advised to read those terms carefully) – however, please refer to your particular Travel Supplier for full details as to the applicable terms and conditions.

You are responsible for complying with any airline or other Travel Supplier conditions in relation to check-in times, reconfirmation of flights, or other matters.

Hotels and other Accommodation

We acquire hotel and accommodation star ratings from a variety of sources and offer them as a general guide. However, these are not necessarily the official local rating and you should be aware that standards can vary between hotels and accommodation of the same class in different locations or countries, and even in the same country. Different countries have different standards; a 3 star hotel in one country is not necessarily equivalent to a 3 star hotel in another.

Many hotels and other accommodation, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. We do not have exclusive use of the properties featured on the Site. The hotels we feature are shared with guests from many countries with different cultures and customs and of mixed age groups.

Check-in / Checkout times - Generally guests can check into a hotel or other accommodation around 3pm and check out at 11am, local time. However, local variances may apply. Should you require more precise timings, please contact AGE International GmbH for additional information.

Images - Whilst we endeavour to ensure that property images displayed on sites owned by AGE International GmbH are an accurate and up to date representation of the properties, we cannot guarantee this always to be the case. The images are provided to give a general 'feel' for the hotel.

Images of room types do not necessarily represent the bed configuration of the room being purchased. For example, a triple room may consist of one double bed and one single bed or a double room may consist of two single beds. Please get prior special written confirmations about specific requirements of your accommodation booking by contacting AGE International GmbH.

Amenities, facilities and descriptions - Whilst we endeavour to ensure that property amenities, facilities and descriptions offer accurate and up to date information, we obtain this information from our Travel Suppliers and so cannot guarantee this always to be the case. The information is provided to give a general 'feel' for the property.

Extra Beds and Cots - There may be an additional charge for extra beds or cots, please contact AGE International GmbH for additional information.

Breakfast is included unless otherwise stated. Some hotels may charge additional local taxes that cannot be paid within your accommodation booking charged by AGE International GmbH.

In the event of availability or quality issues with your hotel, we will use our best endeavours to relocate you to the same or superior category of accommodation. If you do not accept the alternative accommodation, you may cancel the booking and we will refund any fees. Should you wish to re-book a different property at a higher price, you will be liable for the additional cost.

In the event that you make any alteration to your hotel booking (including, but not limited to, cancellations, refunds and amendments) AGE International GmbH reserves the right to charge you an administration fee of EUR 35.- per booking to cover the administration costs incurred by AGE International GmbH. These charges do not include any charges imposed directly by the Travel Supplier or hotel. Credit card fees and booking fees are non-refundable in the event of cancellation.

Tours and Packages including Tours

By booking a guided tour or excursion or a package including tours/excursions a minimum number of booked clients on same tour may apply. Terms and conditions of such tours apply according to the information featured with the according tour and package description. In case payment is made on a tour or excursion that will not take place due to minimum requirements on number of participants, full return of paid amounts for this specific tour-service is granted. However, no further additional return of money for other services delivered or for compensation will be made.

General

In relation to the '**special requests**' options relating to any product (e.g. meals, disabled facilities, child arrangements etc.), AGE International GmbH does not guarantee any such requests but will pass these requests on to the Travel Supplier/hotel. **It is your responsibility to confirm with the Travel Supplier or hotel whether such special requests can be fulfilled.**

2. DELIVERY OF YOUR BOOKING

The following applies to all products or services booked via our Site:

E-Vouchers / E-Tickets

All services sold on AGE International GmbH are final confirmed by e-Vouchers or e-tickets. Please note that travel suppliers may have their own rules and regulations with regard to e-ticketing. AGE International GmbH cannot be held responsible for non-compliance with these rules and regulations and strongly recommends that you check these details with your travel-supplier in advance of travel.

AGE International GmbH relies on the information that you provide as being accurate and therefore cannot be held responsible if your e-voucher or e-ticket does not arrive due to an incorrect email address or your junk email settings. **You must notify us immediately if you change your email address or contact telephone number.** In addition, please check that the name on your passport matches the name on your ticket and/or booking confirmation.

In exceptional circumstances, AGE International GmbH may not be able to issue vouchers/tickets for confirmed bookings due to ticketing restrictions outside its control. If this occurs we will attempt to notify you within 48 hours of confirmation and organise a refund or arrange an alternative. Where you choose an alternative and it is more expensive than your original booking, you may be responsible for paying the difference.

Please note that you may be required to produce your booking number and/or confirmation email to the relevant Accommodation/Travel Supplier as evidence of your booking.

Paper-Vouchers / Paper Tickets

Certain specific package-offers may include printed travel documents not provided prior to your depart from home. Such package-offers include in their specific service information according indications giving full information where and when you will receive the documents included in the package you booked.

3. CANCELLATIONS OR MODIFICATIONS BY YOU TO YOUR BOOKING

The following applies to all products or services booked via our Site:

Your ability to cancel or modify a booked travel product or service, and the method for doing so, will depend on the specific Travel Supplier's or hotel's terms and conditions. It therefore may not be possible to cancel or modify some products or services, or there may be specific requirements you will have to meet.

You may be able to cancel or modify your booking by **emailing** the AGE International GmbH booking centre, quoting your booking reference number. For hotel bookings not part of a package provided by a Travel Supplier, the hotel's specific terms and conditions for cancellations and amendments will be set out in your confirmation email. **Where you make a booking modification, it is your responsibility to ensure that it does not conflict with any other product or service you have purchased.**

In the event that you make any alteration to your booking (including, but not limited to, cancellations, refunds, amendments and name changes), AGE International GmbH reserves the right to charge you an administration fee of EUR 35.- per booking to cover the administration costs incurred by AGE International GmbH. These charges do not include any charges imposed directly by the Travel Supplier or hotel. Credit card fees, booking fees and any fees paid for delivery of paper tickets are non-refundable in the event of cancellation.

In some circumstances, AGE International GmbH or the Travel Supplier may be unable to cancel or modify a travel product or service unless we receive a written request together with payment of any extra fees and associated charges. Consequently, if you desire to change a booking close to the departure time, we strongly recommend that you contact AGE International GmbH and obtain written email confirmation to that change before electing not to travel. AGE International GmbH reserves the right to make a 'no-show' charge of 100% of the booking value.

If you have used an e-voucher or received a discount when making a booking on the Site, you agree that you have read and accept the e-voucher or discount terms and conditions. Should you make any change to a confirmed booking which was originally made using an e-voucher or discount, that e-voucher/ discount will become invalid and you may be charged an amount equal to the value of the e-voucher/ discount used.

4. PAYMENT

Full payment for all services is required at the time of booking. Please note that additional charges specific to the booked services terms and conditions may apply (such as local taxes for example).

The timing and collection of payment for **hotels** depends on each individual hotel's terms and conditions. The timing of payment will normally be in one of two ways: (i) full payment at time of booking, or (ii) deposit at time of booking with remainder payable a period before check-in according to terms declared with your booking. In order to ascertain which applies to your booking, please refer to the 'Payment Summary' when making your booking or see your confirmation email. The collector of payment will either be AGE International GmbH, the Travel Supplier, the hotel or its representative. Some hotels may charge additional local taxes.

AGE International GmbH may be required to pass your card details to the relevant Travel Supplier for fulfilment of the booking. Payment methods other than those stated on the Site will not be accepted and no responsibility is accepted for cash or cheques sent by post.

Before payment is received in full, AGE International GmbH or the Travel Supplier is not obliged to issue any tickets, confirmations, vouchers, or other travel documents. However, you shall in all cases remain liable for payment of the amounts agreed for the travel products and services ordered.

Payment can be made by all major debit and credit cards as detailed on the Site. AGE International GmbH reserves the right to charge you in addition for any handling fees we or the Travel Supplier incur in relation to bookings made by credit card. You will be notified of the relevant charges at the time of booking. AGE International GmbH reserves the right to pass on any charges relating to card charge backs. If your booking is being paid for with a third party credit card we may require written authorisation to be provided by the cardholder.

AGE International GmbH or the Travel Supplier reserves the right only to deliver tickets, confirmations, e-vouchers or other travel documents to your credit card billing address when requested to do so by the credit card issuer.

Failure to supply the correct credit or debit card billing address information may result in the cancellation of your booking, delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the billing address details you give match those on your billing statement.

Further, in an effort to minimise the effects of credit card fraud, we reserve the right to carry out random checks, including checks of the electoral roll, and may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

Refunds will be processed to the form of payment used at the time of booking. This will be made payable to the person who made the original payment.

Taxes fluctuate in line with exchange rates.

If you pay by credit card, payment for your services may be taken directly by a third party supplier if the booked service led to such respectively. If there are any problems with your payment, we will contact you within 48 hours of your booking. AGE International GmbH will not be liable for any subsequent price increase as a result of payment failure. Any price increase must be paid for before the booking can be confirmed to you. Please note that third party payment and payment to AGE International GmbH for any other products or AGE International GmbH charges will appear as separate transactions on your credit card statement.

5. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

The information in this section is of general nature only. It is the own responsibility of the persons booked for services to ensure that they are prepared with travel documents and are following rules and laws to enable them the receipt of services in the country of their travel and passing border between countries where needed. Please refer to the nearest Embassy of the country relevant to your travel plans if you do not know about restrictions or laws and rules that could inflict your travel plans and personal bookings.

Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport has less than a year to run, please ensure you have a passport valid at least for the duration of your trip, although we recommend that you ask the Passport Agency. If your passport is in its final year of validity, we advise you confirm the requirements of the destination before making final travel plans.

The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a holiday but before travelling, any member of your party changes their name, e.g. as a result of getting married, we must be notified immediately so that we can try to make the necessary changes to your holiday documentation.

Please note: Passport and visa regulations can change and you should therefore check with the relevant embassy well in advance of travel. It is your responsibility to be in possession of a valid passport and if appropriate, a visa. It can often take some time to obtain a visa, so you are advised to apply in plenty of time. We accept no responsibility for customers who do not possess the correct documents.

It is your responsibility to check and comply with any health requirements.

6. OTHER GENERALLY APPLICABLE TERMS

Liability of AGE International GmbH

Your contract is with the Travel Supplier for whom we are acting as agent. While we are therefore unable to compensate you, we will do our utmost to contact the Travel Supplier on your behalf.

AGE International GmbH does not accept liability where the failure to provide part or all of your booking, death or personal injury is not caused by any fault of us, our agents or Travel Suppliers. In respect of international travel by air, sea and rail, our liability will be limited in the manner provided by the relevant international conventions.

Where AGE International GmbH is liable for direct loss this will be limited to a maximum of the total price of the products or services in respect of which a claim is made (save for the case of death or personal injury in respect of which there is no limit).

AGE International GmbH will not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site or any of the travel products or services booked or purchased on the Site.

Queries and Complaints relating to your Booking

Please **contact our team**, if you have any other enquiries or complaints relating to your booking prior to departure.

If you have a complaint relating to a Travel Supplier and/or hotel during your stay, please ensure that you officially log your complaint with the relevant Travel Supplier and/or hotel prior to your return.

If you have any other enquiries or complaints relating to your booking during your stay, please contact our team on your return and no later than 30 days after it giving your booking reference and all other relevant information. If we or any of our Travel Suppliers require further information you must supply that promptly in writing. This simple procedure must be followed, as we and our Travel Suppliers need to be able to investigate the problem and, where possible, rectify it quickly.

Customer Behaviour

It is your responsibility to ensure that you do not behave in a way which is inappropriate or causes offence or danger to others or which risks damage to property belonging to others (including but not limited to drunkenness, air rage) whilst on your holiday or using a service/product. If your behaviour is inappropriate and/or causes offence, or damage to others, or risks damage to property belonging to others, we and/or our Travel Suppliers (e.g. transportation staff, guides) may cancel your booking, in which case our and our Travel Supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur as a result of such termination and/or damage caused.

Use of the Site

The Site is provided on an 'as is' and 'as available' basis. AGE International GmbH does not accept any liability in respect of your ability to access or use the Site at any time or any interruption in that access or use or any failure to complete any transaction. AGE International GmbH does not warrant that the Site is free from computer viruses or other properties that may cause loss or damage.

Information on the Site

AGE International GmbH offers all of the general information on the Site for purposes of guidance only. Please note that AGE International GmbH may at any time change any aspect of the Site or its content, including the availability of any suppliers, features, information, database or content. You need to check with the relevant Travel Supplier, destination, embassy, or tourist office to confirm the guidance is up to date. In particular, with respect to passports, visas, and vaccination requirements, AGE International GmbH does not guarantee that the information is always up to date and it is your responsibility to ensure that you understand and comply with all relevant passport, visa, and vaccination requirements.

AGE International GmbH does not guarantee that information on the Site (including without limitation prices, descriptions or dates) is free from errors or omissions but we will use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention. By way of example, the Travel Supplier or the hotels themselves feed the majority of hotel and other accommodation descriptions directly to our Site.

User Obligations

You agree to be bound by the following obligations, including without limitation:

You accept financial responsibility for all transactions made under your name or account.

You must be 18 years of age or over and have legal capacity.

You warrant that all information you provide about yourself or members of your household shall be true and accurate.

The Site must not be used for speculative, false or fraudulent bookings.

The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.

The Site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except that one copy of the information contained within the Site may be made for personal, non-commercial use.

Denial of Access

AGE International GmbH reserves the right to deny access to the Site at any time without notice.

Links to Third Party Web Sites

The Site may contain hyper links to external web sites owned and operated by third parties. AGE International GmbH has no control over or association with such third party sites and no responsibility in relation to the accuracy, completeness and quality of the information contained within them. Any and all

contents on these external web sites do not reflect products, services or information provided by AGE International GmbH. You should direct any concerns regarding any external link to the site administrator or Webmaster of such site.

Force Majeure

AGE International GmbH shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting AGE International GmbH or its suppliers.

Currency

Currency rates quoted in the Site are in EUR and all payment-charges and financial transactions will be in EUR.

Copyright and Trademarks

AGE International GmbH reserves the copyright and all proprietary rights in the Site and all content. The material contained within the Site is the property of AGE International GmbH or its affiliates unless identified as belonging to third parties. The name AGE International GmbH and any other marks, logos and graphics of AGE International GmbH displayed on the Site are trademarks of AGE International GmbH or its affiliates. Other company and product or service names displayed on the Site may be the trademarks of their respective owners.

You are not granted any right or licence to use any trademarks.

Privacy Policy

The terms of the AGE International GmbH Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by AGE International GmbH and its affiliates or third party suppliers in accordance with the terms of and for the purposes set forth by German law.

Security Policy

AGE International GmbH uses secure technology or alternatively provides secured transactions via a third party supplier of secured transactions in order to safeguard personal information and financial transactions. AGE International GmbH complies with international procedures and security standards.

Changes to Terms and Conditions

AGE International GmbH reserves the right to change or update the Terms and Conditions relating to use of the Site from time to time without prior notice to Users. The current version of the Terms and Conditions will be displayed within the Site from the date on which any changes come into effect. Continued use of the Site following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

Governing Law

This User Agreement is between you and AGE International GmbH and is governed by the laws of Germany.

The Site is offered to you by AGE International GmbH, whose registered office is at Dominicusstrasse 32, 10827 Berlin, Germany. Please note that all correspondence regarding customer service should be sent to this address of registered office.