

## GENERAL TERMS AND CONDITIONS OF TRAVEL AND TOUR OPERATION

As of November 15, 2017

Please read the following terms carefully. These terms and conditions, to the extent effectively agreed, are an integral part of the content of the travel contract in the event of your booking between you (hereinafter referred to as "Traveler") and bestcamper.net GmbH (hereinafter referred to as "BC"). Special terms and conditions may apply for individual offers such as differing travel, business, and promotions. In the event that special provisions have been made, the agreed upon conditions shall take precedence over the following.

### 1. Conclusion of the Travel Contract

- 1.1 With the booking, which can be made verbally, in writing, or electronically (email, internet) the Traveler binds himself to the conclusion of a binding travel contract with BC, the tour operator specified in the respective trip description (with the vehicle and rental information being supplied).
- 1.2 The contract is concluded when the Traveler receives the booking confirmation from BC delivered by telephone, in writing, fax, email, or via the Internet.
- 1.3 If the contents of the registration confirmation should deviate from the contents of the initial registration, such differing confirmation constitutes a new offer by BC, to which BC is bound for a period of 10 days. The contract comes into effect on the basis of such new offer if the Traveler confirms the acceptance through statement, payment, or the commencement of travel.
- 1.4 When booking multiple Travelers by a single Traveler, the applicant is responsible for all travelers registered on the contract, insofar as he has accepted this obligation through express consent in the application form.

## 2. Services

- 2.1 The service obligation of BC is determined solely by the content of the booking confirmation in connection with the information enclosed in the travel booking.
- 2.2 Service providers (e.g. hotels, airlines, or motorhome rentals) are not authorized by BC to act as representatives or to make any agreement that go beyond or contradict the travel description or booking confirmation by BC or to modify the confirmed content of the travel contract.
- 2.3 Destination and hotel brochures, as well as brochures from local or cooperative partners, Internet information from service providers or partners of BC, which have not been published by BC, are not binding to BC without explicit agreement.

## 3. Deposit and Final Payment

- 3.1 A deposit is not required.
- 3.2 The remaining payment is due 4 weeks before the start of the trip after the travel voucher has been handed over in accordance with § 651 k of the German Civil Code (BGB) unless a different payment plan has been agreed upon in a particular case and when it has been established that the trip cannot be canceled for the reasons stated in section 5.1.
- 3.3 The travel documents will be handed over to the traveler after the full payment of the tour price. If BC is willing and able to provide travel services, there is no claim by the traveler to claim travel expenses without full payment of the tour price.
- 3.4 If the final payment is not made on time, BC may withdraw from the contract after a reminder with a deadline and charge the traveler with the costs of rescission in accordance with Section 6.

## 4. Changes in Price

(Paragraphs 1 and 2 do not apply to motorhomes or car rentals)

- 4.1 If the transport costs incurred during the conclusion of the travel contract increase, in particular the fuel costs, BC may increase the tour price according to the following calculation:

- a) in the event of a seat-related increase, BC can charge the customer the increased amount.
  - b) in other cases, divide the additional transportation costs per means of transportation imposed by the transportation company through the number of seats of the agreed means of transportation, in which BC can require the resulting increased amount for the individual seat from the customer.
- 4.2 If the taxes applicable on the date of the contract conclusion, such as if port or airport fees should be increased towards BC, the travel price can be increased by the corresponding proportional amount.
- 4.3 In the event of a change to exchange rates following the conclusion of the contract, the price may be increased to the extent in which the service becomes more expensive for BC as a result.
- 4.4 A price increase is only permitted provided that there are more than 4 months between the conclusion of the contract and the beginning of the journey and that the reason for the price increase had not occurred at the time of conclusion of the contract as was not foreseeable by BC at the time of the conclusion of the contract.
- 4.5 In the case of a subsequent change of the tour price after conclusion of the contract, BC shall inform the customer of the reason for the price increase immediately. Price increases are only permissible until 20 days before the commencement of travel. If the price increase amounts to more than 5% of the tour price, the customer has the right to rescind the contract without cost or to demand the participation in a similar tour of at least the same value as the original tour, if BC is able to provide such a tour from his program without extra cost for the customer. The customer shall assert this claim immediately after the notification of the price increase by BC.

## 5. Rescission by bc

- 5.1 Up to four weeks before the commencement of travel, BC has the right to rescind the travel contract if the minimum number of participants has not been reached which must be explicitly stated in the trip description. BC is obliged to inform the customer immediately if the trip needs to be canceled as soon as it is clear that the trip will not be carried out because the minimum number of participants has not been reached. The Traveler has the right to demand the participation in another trip, which has at

least the same value as the trip that has been canceled, if BC is able to provide such a trip from his program without extra cost for the customer. If the Traveler does not take part in a substitute trip, BC will refund him immediately for all payments already made.

- 5.2 BC has the right to terminate the travel contract after commencement of travel if the Traveler continually causes disruption, regardless of a warning from BC, or if he is in breach of the contract in such a way that the immediate termination of the contract is legitimate. In the case of the termination of the contract by BC, BC keeps the claim on the total tour price but is obliged to refund the expenses that could be saved or used otherwise including the expenses that are refunded by the service providers. In this case, the regional authorities of BC are authorized to exercise the rights of BC.

## 6. Rescission by the Traveler, Rebooking

- 6.1 The Traveler can withdraw from the travel contract at any time before the commencement of travel by means of a written statement. The receipt of the declaration of cancellation by BC shall be decisive. For purposes of evidence, we recommend the written form.
- 6.2 In the case of cancellation, BC is entitled to the following flat-rate compensation: indemnity in any case of withdrawal, included any expenses incurred as well as the otherwise possible alternative use of the travel services.
- a) all arrangements for individual services (hotels, car rentals, campers, mobile homes): according to the details listed in the offer
- b) packaged tours (travel packages with various service additions, e.g. flight and mobile home):
- Up to 31 days prior to departure 15%
  - From 30 - 21 days prior to departure 25%
  - From 20 - 11 days prior to departure 40%
  - Later than 10 days prior to departure 60%
  - of the tour price

The Traveler can insure himself against the above stated cancellation fees with a trip cancellation insurance. BC strongly recommends the conclusion of such insurance if not already included in the tour price.

6.3 For the following camper rentals, a separate cancellation fee applies in the respective countries (cancellation fees listed in EUR, and will be converted to Traveler's national currency based on exchange rates at date of cancellation):

**a) Apollo AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition:  
95 percent of the invoice amount, at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up.

**b) Britz AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 200.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**c) Camperman AU**

- up to 30 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 250.-
- 29-7 days prior to acquisition:  
60 percent of the invoice amount, or at least EUR 350.-
- between 6-1 days prior to acquisition:  
80 percent of the invoice amount, or at least EUR 400.-

- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**d) Cheapa AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition:  
95 percent of the invoice amount, at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up. The original pickup date is used to calculate the cancellation costs.

**e) Crikey AU**

- up to 60 days prior to acquisition:  
15 percent of the invoice amount
- 59-22 days prior to acquisition:  
35 percent of the invoice amount
- after 21 days prior to acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**f) Cruisin AU**

- up to 30 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 200.-
- between 29-7 days prior to acquisition:  
35 percent of the invoice amount, or at least EUR 350.-
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 400.-
- on the day of acquisition:

95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**g) Hippie AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition:  
95 percent of the invoice amount, at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up. The original pickup date is used to calculate the cancellation costs.

**h) Jucy AU**

- up to 23 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 22-9 days prior to acquisition:  
30 percent of the invoice amount, or at least EUR 200.-
- 8-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 200.-
- 1 day prior to acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**i) Lets GO AU**

- up to 31 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 30-8 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 750.-
- between 7-1 days prior to acquisition:  
60 percent of the invoice amount

- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**j) Lucky AU**

- up to 12 days prior to acquisition:  
15 percent of the invoice amount, or at least EUR 150.-
- 11-1 days prior to acquisition:  
65 percent of the invoice amount, or at least EUR 400.-
- on the day of acquisition:  
95 percent of the invoice amount, at least EUR 600.-

No pro-rata refund in the case of early return or late pick-up.

**k) Maui AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 90-22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 200.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**l) Mighty AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 90-22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 200.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount



- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**m) Red Sands AU**

- up to 55 days prior to acquisition:  
15 percent of the invoice amount
- 54-35 days prior to acquisition:  
45 percent of the invoice amount
- 34-29 days prior to acquisition:  
65 percent of the invoice amount
- later than 28 days prior to acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**n) Spaceships AU**

- up to 22 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- between 21-7 days prior to acquisition:  
30 percent of the invoice amount
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**o) Star RV AU**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-

- 1 day prior to acquisition:  
95 percent of the invoice amount, at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up.

**p) Travelers Autobarn AU**

- up to 30 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 200.-
- between 29-7 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 350.-
- after 6-1 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 400.-
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**q) Apollo NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition:  
95 percent of the invoice amount, at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up. The original pickup date is used to calculate the cancellation costs.

**r) Britz NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 90-22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 200.-
- 21-7 days prior to acquisition:

30 percent of the invoice amount

- between 6-1 days prior to acquisition:  
60 percent of the invoice amount
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**s) Cheapa Camper NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition: 95 percent of the invoice amount, or at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up. The original pickup date is used to calculate the cancellation costs.

**t) Escape NZ**

- up to 25 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 200.-
- up to 24-7 days prior to acquisition:  
30 percent of the invoice amount, or at least EUR 450.-
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 450.-
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**u) Hippie NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-

- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition: 95 percent of the invoice amount, or at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up. The original pickup date is used to calculate the cancellation costs.

**v) Jucy NZ**

- up to 22 days prior to acquisition:  
15 percent of the invoice amount
- 21-8 days prior to acquisition:  
35 percent of the invoice amount
- 7-1 days prior to acquisition:  
65 percent of the invoice amount
- 1 day prior to acquisition:  
95 percent of the invoice amount

at each stage of cancellation, a fee of at least EUR 200.- applies

No pro-rata refund in the case of early return or late pick-up.

**w) Maui NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 90-22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 200.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount
- from 6-1 days prior to acquisition: 60 percent of the invoice amount
- on the day of acquisition: 95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**x) Mighty NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 90-22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 200.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount
- between 6-1 days prior to acquisition:  
60 percent of the invoice amount
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**y) Pacific Horizon NZ**

- up to 30 days prior to departure:  
15 percent of the invoice amount, or at least EUR 250.-
- 29-10 days prior to departure:  
35 percent of the invoice amount, or at least EUR 350.-
- 9-1 days prior to departure:  
75 percent of the invoice amount, at least EUR 600.-
- on the day of departure:  
95 percent of the invoice amount: no refund for unused rental days after acquisition

**z) Spaceships NZ**

- up to 22 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount
- 6-1 days prior to acquisition:  
60 percent of the invoice amount
- on the day of acquisition:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**aa) Star RV NZ**

- up to 91 days prior to acquisition:  
10 percent of the invoice amount, or at least EUR 150.-
- up to 22 days prior to acquisition:  
20 percent of the invoice amount, or at least EUR 300.-
- 21-7 days prior to acquisition:  
30 percent of the invoice amount, at least EUR 300.-
- between 6-2 days prior to acquisition:  
60 percent of the invoice amount, at least EUR 300.-
- 1 day prior to acquisition:  
95 percent of the invoice amount, at least EUR 350.-

No pro-rata refund in the case of early return or late pick-up. The original pickup date is used to calculate the cancellation costs.

**bb) Travelers Autobarn NZ**

- up to 30 days prior to departure:  
10 percent of the invoice amount, or at least EUR 200.-
- 29-7 days prior to departure:  
20 percent of the invoice amount, or at least EUR 350.-
- 6-1 days prior to departure:  
60 percent of the invoice amount, at least EUR 400.-
- on the day of departure:  
95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up.

**cc) Apollo US**

- up to 60 days prior to departure:  
10 percent of the invoice amount, or at least EUR 300.-
- 59-30 days prior to departure:  
30 percent of the invoice amount, or at least EUR 400.-
- 29-15 days prior to departure:  
60 percent of the invoice amount, at least EUR 500.-
- after 14 days prior to departure:  
95 percent of the invoice amount

No refund for unused rental days. The one-way rental fee (plus tax) and the Burnin Man fee (from 1.4.2018) is added to all cancellation costs for one-way rentals.

**dd) Star RV US**

- up to 60 days prior to departure:  
10 percent of the invoice amount, or at least EUR 300.-
- 59-30 days prior to departure:  
30 percent of the invoice amount, or at least EUR 400.-
- 29-15 days prior to departure:  
60 percent of the invoice amount, at least EUR 500.-
- after 14 days prior to departure:  
95 percent of the invoice amount

No refund for unused rental days. The one-way rental fee (plus tax) is added to all cancellation costs for one-way rentals.

**ee) Best Time RV US**

- up to 42 days prior to acquisition:  
20 percent of the invoice amount,
- 41-29 days prior to acquisition: 40 percent of the invoice amount
- after 28-15 days prior to acquisition: 60 percent of the invoice amount
- after 14-2 days prior to acquisition: 85 percent of the invoice amount
- after 1 day prior to acquisition: 95 percent of the invoice amount

No pro-rata refund in the case of early return or late pick-up. Minimum charge of EUR 250 for all cancellations, plus 100% of one-way rental fee if applicable.

**ff) CanaDream CA**

- up to 46 days prior to departure:  
10 percent of the invoice amount, or at least EUR 200.-
- 45-15 days prior to departure:  
10 percent of the invoice amount, or at least EUR 600.-
- 14-8 days prior to departure:  
10 percent of the invoice amount, or at least EUR 900.-
- after 7 days prior to departure:  
95 percent of the invoice amount: no refund for unused rental days

**gg) Cruise America CA**

- up to 46 days prior to departure:  
10 percent of the invoice amount, or at least EUR 200.-
- 45-16 days prior to departure:

20 percent of the invoice amount, or at least EUR 600.-

- 15-8 days prior to departure:  
30 percent of the invoice amount, or at least EUR 900.-
- 7-1 days prior to departure:  
60 percent of the invoice amount, or at least EUR 1,100.-
- on the day of acquisition:  
95 percent of the invoice amount: no refund for unused rental days

**hh) Cruise Canada CA**

- up to 46 days prior to departure:  
10 percent of the invoice amount, or at least EUR 200.-
- 45-16 days prior to departure:  
20 percent of the invoice amount, or at least EUR 600.-
- 15-8 days prior to departure:  
30 percent of the invoice amount, or at least EUR 900.-
- 7-1 days prior to departure:  
60 percent of the invoice amount, or at least EUR 1,100.-
- on the day of acquisition:  
95 percent of the invoice amount: no refund for unused rental days

**ii) El Monte US**

- up to 46 days prior to departure:  
10 percent of the invoice amount, or at least EUR 200.-
- 45-16 days prior to departure:  
10 percent of the invoice amount, or at least EUR 450.-
- 15-1 days prior to departure:  
10 percent of the invoice amount, or at least EUR 800.-
- on the day of acquisition:  
95 percent of the invoice amount: no refund for unused rental days

An additional charge of EUR 250 for one-way rentals

**jj) El Monte ECO US (valid until 31.3.2018)**

- up to 46 days prior to departure:  
10 percent of the invoice amount, or at least EUR 200.-
- 45-16 days prior to departure:  
10 percent of the invoice amount, or at least EUR 450.-
- 15-1 days prior to departure:



10 percent of the invoice amount, or at least EUR 800.-

- on the day of acquisition:  
95 percent of the invoice amount: no refund for unused rental days

An additional charge of EUR 250 for one-way rentals

**kk) Escape US**

- up to 30 days prior to departure:  
10% of the invoice amount, or at least EUR 150.-
- 29-14 days prior to departure:  
25% of the invoice amount, or at least EUR 200.-
- 13-8 days prior to departure:  
35% of the invoice amount, or at least EUR 200.-
- later than 7 days prior to acquisition:  
95% of the invoice amount

No refund for unused rental days. The one-way rental fee (plus tax) is added to all cancellation costs for one-way rentals.

**ll) Fraserway CA**

- up to 46 days prior to departure:  
20% of the invoice amount, or at least EUR 300.-
- 45-31 days prior to departure:  
30% of the invoice amount, or at least EUR 600.-
- 30-15 days prior to departure:  
90% of the invoice amount, or at least EUR 1,200.-
- later than 14 days prior to departure:  
95% of the invoice amount, or at least EUR 1,200.-
- on the day of acquisition:  
95% of the invoice amount

No refund for unused rental days.

**mm) Go West CA**

- up to 30 days prior to departure:  
15% of the invoice amount, or at least EUR 300.-
- 30-16 days prior to departure:  
75% of the invoice amount, or at least EUR 600.-

- 15-1 days prior to departure:  
85% of the invoice amount, or at least EUR 900.-
- later than the day of departure: 95% of the invoice amount

No refund for unused rental days.

**nn) Owasco CA**

- up to 30 days prior to departure:  
15% of the invoice amount, or at least EUR 300.-
- 30-16 days prior to departure:  
75% of the invoice amount, or at least EUR 600.-
- 15-1 days prior to departure:  
85% of the invoice amount, or at least EUR 900.-
- later than the day of departure:  
95% of the invoice amount

No refund for unused rental days.

**oo) Jucy US**

- up to 23 days prior to departure:  
10% of the invoice amount, or at least EUR 150.-
- 22-9 days prior to departure:  
30% of the invoice amount, or at least EUR 200.-
- 8-2 days prior to departure:  
60% of the invoice amount, or at least EUR 200.-
- later than 1 day prior to acquisition:  
95% of the invoice amount

No refund for unused rental days. The one-way rental fee (plus tax) is added to all cancellation costs for one-way rentals.

**pp) Meridian CA**

- up to 30 days prior to departure:  
15% of the invoice amount, or at least EUR 300.-
- 30-16 days prior to departure:  
75% of the invoice amount, or at least EUR 600.-
- 15-1 days prior to departure:  
90% of the invoice amount, or at least EUR 900.-

- later than the day of departure:  
95% of the invoice amount

No refund for unused rental days.

**qq) Roadbear RV US**

- Cancellation up to 60 days prior to acquisition:  
10 percent of the invoice amount
- Cancellation 59-30 days prior to acquisition:  
30 percent of the invoice amount
- Cancellation 29-15 days prior to acquisition:  
60 percent of the invoice amount
- Cancellation 14-5 days prior to acquisition:  
95 percent of the invoice amount
- Cancellation later than 4 days prior to acquisition:  
95 percent of the invoice amount, as well as 100% of the standby fee

No pro-rata refund in the case of early return or late pick-up. Minimum charge of EUR 250 for all cancellations, plus 100% of one-way rental fee if applicable.

**rr) Britz US**

- Cancellation up to 60 days prior to acquisition: 10 percent of the invoice amount
- Cancellation 59-30 days prior to acquisition: 30 percent of the invoice amount
- Cancellation 29-15 days prior to acquisition: 60 percent of the invoice amount
- Cancellation 14-5 days prior to acquisition: 95 percent of the invoice amount
- Cancellation later than 4 days prior to acquisition\*: 95 percent of the invoice amount

\*as well as 100% of the standby fee and 100% of the high season surcharge

No pro-rata refund in the case of early return or late pick-up. Minimum charge of EUR 250 for all cancellations, plus 100% of one-way rental fee if applicable.

**ss) Westcoast CA**

- up to 46 days prior to departure:  
10% of the invoice amount, or at least EUR 200.-
  - 45-15 days prior to departure:  
10% of the invoice amount, or at least EUR 600.-
  - 14-8 days prior to departure:  
10% of the invoice amount, or at least EUR 900.-
  - later than 7 days prior to departure:  
95% of the invoice amount: no refund for unused rental days
- 6.4 The Traveler shall have the right to prove to BC that no cost or a substantially lower cost than the validated package has been incurred. In this case, the Traveler is only obliged to pay the actual cost incurred.
- 6.5 By derogation from the above stated flat rates, BC reserves the right to claim higher, more specific damages. In this case, BC is obligated to enumerate and substantiate their expenditures in detail to the Traveler.
- 6.6 After conclusion of contract, the customer shall not be entitled to make any changes to the booking (e.g. changes to the trip beginning or trip end, duration of the trip, departure destination, destination airport, hotel, departure and destination port, catering or accommodation type). If a change of booking is possible and BC is able to execute, a flat rate of €50.- per booking will be charged up to 31 days prior to the commencement of travel. Please also note the information in the travel offer and in the booking confirmation. Requests for a rebooking received by BC at a later date can only be carried out after the Traveler has withdrawn from the original travel contract by way of the above conditions and at the same time submitted a new registration. This does not apply to requests for rebookings requiring small changes and minor costs.

## 7. Unused Services

If the Traveler does not use individual travel services as a result of an early return due to illness or for other reasons that are not attributable to BC, the Traveler shall not be entitled to a pro-rata refund. BC will pay the travelers the saved expenses as soon and insofar as the individual service providers have reimbursed them to BC. In this context, BC strongly recommends the conclusion of a trip cancellation insurance.

## 8. Obligations of the Traveler, Termination by the Traveler

- 8.1 The obligation to report service defects pursuant to § 651 d Para. 2 of the German Civil Code (BGB) on trips with BC is concretized insofar that the Traveler shall immediately report any service defects from the tour guide or the local agency commissioned by BC and claim remedial measures. The Traveler will be informed of the contact details of the local travel service or agency at the latest upon remittance of the travel documents.
- 8.2 If no travel guide has been assigned and according to the contractual agreements is not obliged by BC, the Traveler shall directly inform BC of their complaints and without delay in order to claim a remedy. Contact information for BC can be found in the travel documents.
- 8.3 Claims by the Traveler are not applicable if the notice of defect is culpably omitted.
- 8.4 In the event that travel luggage has been lost or damaged, the transportation company must be notified immediately. This applies in particular to loss of luggage taken on a flight. The transportation company is obliged to issue a written confirmation, without which the right of claim may be forfeited.
- 8.5 If the trip is substantially affected by a defect, the Traveler has the right to terminate the travel contract. The same applies if taking part in the trip is unreasonable for the Traveler because of such a defect due to important reasons, which are transparent for BC. The cancellation is only permitted if BC or one of its agents (e.g. tour guide, local agency) has failed to remedy the defect within a reasonable grace period time set by the Traveler. There is no need for a grace period if the defect cannot be remedied or the remedy has been refused by BC or one of its agents or if the immediate cancellation is justified by an exceptional interest of the Traveler. If the Traveler is allowed to terminate the travel contract in accordance with these provisions, the legal consequences of such termination shall be determined in pursuant to § 651 e Para. 3 and 4 of the German Civil Code (BGB). The provision of § 651 j of the German Civil Code (BGB) remains unaffected thereby.
- 8.6 The legal obligation of the Traveler, in accordance with §§ 651 g Para. 1 of the German Civil Code (BGB) to assert claims against the tour operator, within one month after the contractually scheduled termination of the trip shall be concretized and extended as follows with regard to the travel contract concluded with BC:

- a) all claims relating to the travel contract or the services rendered by BC, irrespective of the legal basis, shall be claimed by the Traveler against BC within one month after the contractually planned return date.
- b) the assertion can only be made in writing within the time limit after the end of the trip and only against BC itself.
- c) after expiry of the time limit, the Traveler can only assert claims if he has been prevented from doing so by no fault of his own.
- d) the stipulations on the suspension of the statutory period of limitation shall remain unaffected by the above stated provisions.

## 9. Passport, Visa, and Health Regulations

- 9.1 BC informs the Traveler about the regulations for the respective vacation destinations concerning passport, visa, and health. This information is given to German nationals irrespective of any special circumstances given (which may include dual citizenship, state-less status, any questionable previous entries in a passport, refugee ID, and so forth). The Traveler must expressly communicate such circumstances to BC.
- 9.2 BC shall inform the Traveler of any changes to the general provisions set out in the travel description before the contract is concluded.
- 9.3 To the extent that BC complies with the above stated provisions, the Traveler is obliged to ensure that he satisfies any applicable requirements to enter the country of destination and that he is in possession of all necessary travel and health documentation before departure (including passport, certificates, visa, and so on). BC shall not be liable for the untimely issuance and receipt of such documents, unless BC causes any such delay.
- 9.4 Insofar as any difficulties arise from the above regulations, which prevent or impair the participation in the trip in any way, this still does not entitle the Traveler to cancel or change the reservation without charges being incurred. This applies, however, only if BC is in a position to provide the service and is not responsible for the difficulties mentioned. Any claims made by the Traveler in the event of culpable conduct by BC remain unaffected.

## 10. Limitation of Liability

- 10.1 The contractual liability of BC - for damages which do not result in bodily injury (including the liability for the damages of pre, during, and post-contractual obligations) - is limited to the threefold travel price, insofar that
- a) the extent of the damage has not been caused by gross negligence or intentional conduct or
  - b) the extent that RV is liable for a damage due to the fault of a service provider.
- 10.2 BC shall not be liable for service defects in conjunction with services that have only been offered as external or third-party services (e.g. sports events, visits to the theater, exhibitions, excursions, etc.) if these services have been explicitly characterized as external services in the trip description.
- 10.3 To the extent that individual services (flights, hotel accommodations, car rentals) are expressly indicated as third-party services and if, according to the principles of § 651a Para. 2 of the German Civil Code (BGB), it does not appear that the BC provides such services on its own responsibility and is acting only as an intermediary and is only liable for the violation of these mediation obligations but not for the mediated service itself. The same applies for packaged tours.
- 10.4 Where BC assumes the position of a contractual air carrier, its liability is thus subject to the provisions of the Air Traffic Act in connection with the international conventions of Warsaw, The Hague, and Guadalajara. As a rule, the Warsaw convention limits the air carrier's liability for death or personal injuries and for losses and damages of baggage.

## 11. Statutory Limitation, Assignment Prohibition

- 11.1 Any claims made by the Traveler against BC, irrespective of the legal basis thereof - but with the exception of the Traveler's claim arising from an unlawful act - expire one year after the contractually stipulated return date. If there are any pending negotiations between the Traveler and BC regarding the claim or the circumstances leading to the claim, the limitation period shall be suspended until the Traveler or BC

refuses to continue the negotiations. The limitation of claim will come into effect at the earliest three months after the said suspension.

- 11.2 An assignment of any claims made by the Traveler on the occasion of the trip, irrespective of the legal basis thereof, to third parties, including spouses, is excluded. Likewise, the pursuit of their claim before the courts in their own name is excluded.

## 12. Court of Jurisdiction, Other

- 12.1 The Traveler may only take legal action against BC at the registered place of business.
- 12.2 German law is exclusively applicable to the entire legal and contractual relationship between BC and Travelers who have no general place of residence or business in Germany.
- 12.3 In the event of a legal case by BC against the Traveler, the residence of the Traveler as stated in the booking is decisive, unless the claim is brought against general merchants, or legal entities under public or private law, or persons having their habitual residence abroad or their habitual residence is not known at the time of filing the claim. In such cases, the legal venue shall be the registered seat of BC.