

## 1. Booking a travel reservation

The travel registration is the customer's binding offer to conclude a travel contract. The travel contract is concluded when CU | Travel accepts the registration. Acceptance is effected by a confirmation after receipt of the travel registration.

If the content of our written confirmation differs from the registration or if the customer's special requests are not confirmed, this constitutes a new offer from CU | Travel to the travel customer, to which CU | Travel is bound for 10 days. The contract is concluded on the basis of this offer if the customer declares acceptance.

Additional agreements and assurances must be expressly confirmed by CU | Travel in order to be valid.

The pre-contractual information provided by CU | Travel on the main features of the travel services, the travel price and all additional costs, the payment arrangements, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 numbers 1, 3 to 5 and 7 EGBGB – Introductory Act to the German Civil Code) will only not become part of the travel contract if this has been expressly agreed between the parties.

## 2. Payment, invoice, travel documents

a) After conclusion of the contract, a deposit of 15% of the travel price is due. The remaining payment is due and payable no later than 28 days before the start of the travel, provided that our right of withdrawal can no longer be exercised for the reason stated in section 5a). Earlier due dates may arise for certain travel services from the travel descriptions.

b) Without full payment of the travel price, the traveller is not entitled to receive the travel documents and the provision of travel services by CU | Travel.

## 3. Content of the travel contract

The content of the travel contract is determined by the description and the booking confirmation. Location and hotel brochures are merely

information and have no influence on the content of the travel contract concluded with CU | Travel.

## 4. Changes to services and prices

Changes or deviations of individual travel services from the agreed content of the travel contract which become necessary after conclusion of the contract and which were not brought about by CU | Travel contrary to good faith are only permitted insofar as the changes or deviations are not significant and do not affect the overall design of the booked travel. Any warranty claims remain unaffected if the modified services are defective. CU | Travel is obliged to inform the customer immediately of any changes to services or cancellation of the contract in a clear, comprehensible and prominent manner by means of a durable medium.

If necessary, CU | Travel will offer the customer a free rebooking or a free cancellation. In the event of a significant change to an essential travel service, the customer is entitled to withdraw from the travel contract free of charge or to request participation in a travel of at least equal value if CU | Travel is able to offer such a trip from its range at no extra cost to the customer. The customer must assert these rights against CU | Travel immediately after CU | Travel's declaration of the change to the travel service.

## 5. Withdrawal and cancellation by CU | Travel

CU | Travel may cancel the travel contract without notice if the traveller, despite a warning from CU | Travel, persistently disrupts the execution of the travel despite a warning or if the traveller behaves in breach of contract to such an extent that the immediate cancellation of the contract is justified. This does not apply if the behaviour in breach of contract is due to a breach of CU | Travel's duty to provide information. If CU | Travel cancels the contract, CU | Travel retains the right to the travel price, but must allow the value of the saved expenses and the benefits obtained from any other use of the unused service to be offset, including the amounts credited by the service providers.

a) CU | Travel may withdraw from the travel contract up to 28 days before the start of the travel if a minimum number of participants as advertised or specified by the authorities is not reached, if reference is made to the minimum number of participants in the travel description and this number and the aforementioned date by which you must have received the cancellation notice before the contractually agreed start of the trip are stated in the travel confirmation. In any case, CU | Travel is obliged to inform the customer of this immediately after the conditions for the non-implementation of the travel have arisen and to forward the cancellation notice to the customer as soon as possible.

b) If it becomes apparent at an earlier stage that the minimum number of participants cannot be reached, CU | Travel will inform the customer accordingly.

c) If the travel is not carried out for this reason, CU | Travel will refund the customer's payments on the travel price without delay, but in any case within 14 days of receipt of the cancellation notice.

## 6. Cancellation by the traveller, non-commencement and non-utilisation of services, rebooking

The traveller may withdraw from the travel contract at any time before the start of the trip. Cancellation must be declared to CU | Travel. A cancellation is only valid once we have received it. We will confirm the cancellation to the customer in writing (by e-mail) within 7 working days of receipt.

If the trip was booked through a travel agent, the cancellation can also be declared to the travel agent. The traveller is advised to declare their withdrawal on a durable medium.

If the traveller withdraws before the start of the trip or does not start the trip, CU | Travel loses the right to the travel price. Instead, CU | Travel may demand reasonable compensation. This does not apply if CU | Travel is responsible for the cancellation or if exceptional circumstances occur at the destination or in its immediate vicinity which significantly impair the execution of the trip; circumstances are unavoidable and exceptional if they are beyond the

control of CU | Travel and their consequences could not have been avoided even if all reasonable precautions had been taken.

The amount of compensation is determined by the rental conditions of the respective motorhome hire company. CU Camper would like to point out that in the event of a cancellation, only a percentage of the rental price (depending on the time of cancellation) is waived and the remaining amount is retained by the motorhome rental company as a cancellation fee. Details are specified in the rental conditions of the respective motorhome hire company. The customer is free at any time to prove that no damage was incurred or that the damage was less than the cancellation fee charged.

If CU | Travel is obliged to reimburse the travel price as a result of a cancellation, CU | Travel must do so immediately, and in any case within 14 days of receipt of the cancellation notice. The statutory right of the traveller to demand from CU | Travel, in accordance with Section 651e BGB (German Civil Code), that a third party assumes the rights and obligations arising from the travel contract in their place by means of notification on a durable medium, remains unaffected by the above conditions. Such a declaration is in any case timely if it is received by CU | Travel 7 days before the start of the travel.

If the customer requests a rebooking up to 14 days before the actual pick-up date of the motorhome, CU | Travel will endeavour to find out the possibility of a rebooking with the respective motorhome provider at the customer's request and first inform the customer about the conditions of a rebooking (in particular any fees and additional payments). If the customer agrees to the individual conditions for rebooking, this constitutes an offer to amend the contract. If CU | Travel accepts this, a new booking confirmation and a new voucher will be sent to the customer by email.

In addition, a new/amended invoice will be sent. Section 5 of these GTC of travel applies with regard to the payment then to be made.

Rebooking requests by the traveller that are either not possible as described above or are made after the above deadlines have expired can, if they can be implemented at all, only be fulfilled after cancellation of the travel contract

by the traveller making a new booking. This does not apply to rebooking requests that only incur minor costs.

## **7. Warranty, duty to co-operate/request for remedy**

If the travel is not provided free of travel defects, the traveller may request remedy. If CU | Travel is unable to remedy the situation due to a culpable omission of the notification of defects, the traveller may neither assert claims for a reduction in price in accordance with Section 651m BGB (German Civil Code) nor claims for damages in accordance with Section 651n BGB.

The traveller is obliged to notify CU | Travel's local representative immediately of any defects. If a representative of CU | Travel is not available locally and is not contractually owed, any travel defects must be brought to the attention of CU | Travel at the contact point provided by CU | Travel. Information on the availability of the representative or their local contact point is provided in the travel documents. However, the traveller may also bring the complaint to the attention of their travel agent through whom they booked the trip.

The representative of CU | Travel is authorised to take remedial action if this is possible. However, he is not authorised to recognise claims.

If a traveller wishes to terminate the travel contract due to a travel defect of the type specified in Section 651i(2) BGB, insofar as it is significant, in accordance with Section 651l BGB, they must first set CU | Travel a reasonable deadline for remedial action. This only does not apply if CU | Travel refuses to provide a remedy or if immediate remedy is necessary.

## **8. Limitation of liability**

The contractual liability of CU | Travel for damages that are not physical injury and were not culpably caused is limited to three times the travel price.

This limitation does not affect any further claims under international agreements or statutory provisions based on such agreements.

## **9. Assertion of claims**

The customer must assert claims in

accordance with § 651i Para. 3 No. 2, 4-7 BGB (German Civil Code) against CU | Travel. The assertion can also be made via the travel agent if the travel was booked via this travel agent. Assertion on a durable medium is recommended.

## **10. Travel documents, passport, customs and health regulations**

CU | Travel informs the customer about the passport, visa, customs and health regulations of their holiday destination. The customer is obliged to disclose any peculiarities in his person and that of his fellow travellers that are of importance in connection with these regulations.

Each traveller is responsible for complying with the relevant important regulations in the countries they are travelling to. All disadvantages arising from non-compliance with these regulations shall be borne by the traveller, unless they are due to culpable misinformation or non-disclosure by CU | Travel.

There are currently no special health regulations to be observed when travelling to the USA, Canada, Australia and New Zealand. When travelling to South Africa from a country declared by the WHO as a yellow fever area, proof of a valid yellow fever vaccination is required.

### **USA and Canada**

Citizens of the Federal Republic of Germany require a valid passport to travel to the USA and Canada for stays of up to 3 months in the destination area, provided they have a paid return ticket. For longer stays, visitors are no longer considered tourists in some countries and special regulations apply, about which CU | Travel will provide information on request.

Since 26 October 2004, a machine-readable passport (bordeaux red passport) has been required for entry into the USA. Passports with a green cover and children's ID cards are no longer sufficient. Children's passports issued after 25 October 2006 are also not sufficient. Temporary passports are also no longer accepted.

To enter the USA, you must register online at least 72 hours before travelling. Details and the necessary form can be found on the website of the American embassy:

<https://de.usembassy.gov/de/> or <https://esta.cbp.dhs.gov/esta>.

Travellers without German citizenship may be subject to special visa requirements, about which the consulates of their home country can provide further information.

Online registration is also required to enter Canada from 15 March 2016. German citizens who are exempt from the visa requirement for Canada must obtain an electronic travel authorisation (eTA) in advance from 15 March 2016 at the latest in order to be able to enter Canada by air. Further details and the necessary form can be found on the website of the Canadian embassy: <https://www.cic.gc.ca/english/visit/eta.asp>.

Citizens without German citizenship should enquire at the consulates of their home country or refer to the link above. The Federal Foreign Office also provides further information. Travellers without German citizenship may be subject to special visa requirements, about which the consulates of their home country can provide further information.

#### Australia

Citizens of the Federal Republic of Germany require a valid passport to travel to Australia for stays of up to three months in the destination country. The passport must be valid for at least six months during the entire stay and for a stopover in an Asian country.

Non-machine-readable passports, ID cards and children's ID cards are not sufficient. Entries for children in their parents' passports are not accepted. Each child requires their own passport.

A temporary passport is sufficient. However, it must fulfil the above requirements. Children's passports according to the old model (issued before 1 January 2006) are also sufficient.

Online registration for a visa is also mandatory for entry to Australia.

Ideally, this should be applied for up to 72 hours before travelling to Australia. Depending on the traveller's country of origin, the eVisitor (subclass 651), the ETA (subclass 601) or the Visitor visa (subclass 600) may be required. All detailed information on the various visas can be found on the website of the Australian Embassy: [https://germany.embassy.gov.au/bel/Visas\\_and\\_Migration.html](https://germany.embassy.gov.au/bel/Visas_and_Migration.html).

Depending on your nationality, there may be special visa requirements, about which the consulates of your

home country can provide further information.

#### New Zealand

Citizens of the Federal Republic of Germany do not require a visa for a stay of less than three months. They will receive an entry permit for the purpose of their journey on arrival. For this, they need: A passport that is valid for at least three months beyond the intended period of stay. A temporary passport is also sufficient. However, it must fulfil the above requirements. Children's passports according to the old model (issued before 1 January 2006) are also sufficient. Non-machine-readable passports, identity cards and children's identity cards are not sufficient. Entries for children in their parents' passports are not accepted. Each child requires their own passport. Return or onward flight ticket to another country to which entry is authorised. Proof of sufficient funds to finance the stay. A declaration from a New Zealander with permanent residence in New Zealand that they will bear all expenses incurred during your stay will also be accepted.

From 1 October 2019, online registration via NZeTA is required to enter New Zealand. This must be completed at least 72 hours before travelling to New Zealand. All information on when registration can be completed online and further detailed information can be found on the NZeTA website: <https://www.immigration.govt.nz/new-zealand-visas/visas/visa/nzeta>.

Travellers without German citizenship may be subject to special visa requirements, about which the consulates of their home country can provide further information.

From 1 October 2019, online registration via NZeTA is required to enter New Zealand. This must be completed at least 72 hours before travelling to New Zealand. All information on when registration can be completed online and further detailed information can be found on the NZeTA website: <https://www.immigration.govt.nz/new-zealand-visas/visas/visa/nzeta>.

Travellers without German citizenship may be subject to special visa requirements, about which the consulates of their home country can provide further information.

#### South Africa

German citizens require a

machine-readable passport to enter South Africa, which must be valid for at least 30 days after travelling and have at least two free pages for visa stamps on departure. Please note that when travelling onwards from South Africa to other countries and then returning to South Africa, this requirement of free pages must still be met.

On presentation of a valid passport and a valid return flight ticket, a visit permit for the period of stay (max. 90 days) is usually issued on entry. Further information on general entry can also be found on the websites of the embassy and the Federal Foreign Office: Embassy South Africa: <https://www.suedafrika.org> Federal Foreign Office: <http://www.auswaertiges-amt.de>.

Special features when travelling with children: Children also require a child's passport as their own identity document (the entry in the parents' passport is not sufficient). Persons under the age of 18 must also present a birth certificate when entering and leaving the country. If a minor is not travelling with both custodial parents, proof must be provided that the absent parent agrees to the trip or that a declaration of consent is not required. You can find further information on the entry of children under the following link: <http://www.dha.gov.za>.

## 11. Insurance policies

If CU | Travel has advertised trips including travel cancellation insurance, the customer will receive an insurance policy from

**AWP P&C S.A. Niederlassung für Deutschland, Bahnhofstraße 16, 85609 Aschheim bei München.**

Claims arising from the insurance contract can only be pursued by the travel customer against the insurer.

If travel cancellation insurance is not included in the price of the trip, it is strongly recommended to purchase it.

CU | Travel also strongly recommends purchasing additional health and luggage insurance.

## 12. Vehicle hire

When hiring vehicles, each person who is to drive the vehicle must be listed in the hire contract to be signed on site.

If a hire vehicle is driven by other

persons, the insurance cover is cancelled.

### **13. European Online Dispute Resolution Platform**

The European Online Dispute Resolution Platform can be used to resolve disputes without having to go to court. This platform is provided by the European Commission. The European Online Dispute Resolution Platform can be accessed via the following link: <https://ec.europa.eu/consumers/od/>. The company CU Travel GmbH & Co. KG is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

### **14. Travel operator**

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