

GT&C Booking a Travel Package on the Lineupexplorers.com Internet Platform

Lineupexplorers (legal entity: aptic gmbh) performs two different functions:

1. Lineupexplorers the Internet Platform Operator: Lineupexplorers operates the Lineupexplorers.com platform. On this platform different travel packages or travel product components are offered. The sellers of the offered travel packages or travel product components are either third party tour operators with their own legal entities or Lineupexplorers in its function as a tour operator.
2. Lineupexplorers the Tour Operator or Agency:
 - a. Lineupexplorers – the tour operator - operates its own Travel Packages and sells them on the Lineupexplorers.com website platform to end customers and is therefore one of many sellers on the Lineupexplorers.com Internet Platform.
 - b. Lineupexplorers – the agency - offers and sells “Bits and Pieces” individual travel product components separately to you and is therefore one of many sellers on the Lineupexplorers.com Internet Platform.

The following General Terms & Conditions form the basis of your relationship with Lineupexplorers as a Platform Operator. Please read them carefully as they set out our bilateral respective rights and obligations. These General Terms & Conditions apply to all bookings that you make with Lineupexplorers as a Platform Operator as set out in more detail herein. For your rights and obligations towards Lineupexplorers in its capacity as tour operator or agency please refer to the General Terms & Conditions that apply to the travel packages or “Bits and Pieces” offered by Lineupexplorers directly.

Please note:

As an operator of the Lineupexplorers.com platform we act as agent only in respect of all bookings we take or make on your behalf. As a platform operator we accept no liability in relation to any contract you enter into or for any accommodation and/or transfers (“arrangements”) and/or any other travel services that you book or for the acts or omissions of any accommodation and/or transfer provider (“supplier(s)”) or other person(s) or party(ies) connected with the arrangements. For all bookings your contract will be with the supplier of the arrangements concerned and no contractual relationship to Lineupexplorers shall be established. The suppliers’ General Terms & Conditions and the supplier’s product description on our website will apply to your contract. Copies of these terms and conditions will be found on our website and the description of the particular travel service mostly found on the product detail page of any particular trip. If no General Terms & Conditions are found they are not published by the supplier and common travel laws will apply. If the supplier terms are contradictory to the terms below then the terms below overrule the supplier terms.

As a Platform Operator we do not sell or offer for sale any packages, act as an organiser or tour operator (“Reiseveranstalter”) within the meaning of Sec. 651a ff. BGB and these Regulations do not apply to any booking you may make.

References to “you” and “your” in these General Terms & Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date). “Party leader” shall mean the person which is making a booking by using our platform. “We” “us” and “our” mean Lineupexplorers as a Platform Operator (legal entity aptic gmbh).

All communications relating to your booking must be sent to us by email by the party leader quoting the booking reference.

1. Your contract

To confirm a booking, the party leader must be authorised to make the booking on the basis of these General Terms & Conditions as well as the Terms & Conditions of the supplier concerned by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us or the supplier concerned. The party leader must be at least 18 when the booking is made.

Once we have received your booking, we will, subject to availability, confirm your arrangements on behalf of the supplier concerned by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. As we act only as agent we will have no responsibility for any errors in any documentation except where those errors are caused by us. Subject to this, we regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 5 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

A binding contract between you and the supplier concerned comes into existence when we send your confirmation invoice on the supplier's behalf to the party leader and the terms and conditions of the supplier, in addition to these conditions, will be applicable to the contract.

2. Payments

If you make a booking more than 60 days before you are due to arrive at your booked accommodation or before the first service of your booked travel starts, you must pay a deposit of 20% of the total booking value. If your booking is subject to such a deposit payment, you must pay us the balance 60 days before departure. If your booking is made less than 60 days before you are due to arrive at your accommodation, full payment is required at the time of booking. If we do not receive all payments due in full and on time, we are entitled to assume (on behalf of the supplier(s) concerned) that you wish to cancel your booking. In this case, we will be entitled to keep all monies paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled (on behalf of the supplier(s) concerned. Payment for incidental extras (e.g. mini bars, telephone charges, etc.) must be made directly to the accommodation provider before you check out.

As we act only as agent for the supplier(s) concerned, we reserve the right to pass on to you in full all additional costs and charges of whatever nature imposed by the supplier(s) in accordance with its own terms and conditions.

3. Special Requests

If you have any special requests (for example dietary requirements, cots* or room location) please advise us at the time of booking. We will pass on all such requests to the supplier(s) of the arrangements you have booked, but unfortunately we cannot guarantee that they will be met. Confirmation that a special request has been noted or passed on to the supplier(s) or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met and the request will not become a contractual obligation of the supplier concerned. Unless and until specifically confirmed, all special requests are subject to availability. Further, if the supplier(s) is unable to meet any such requests, neither we, nor they, will have any liability to you in this respect.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All

such bookings will be treated as "standard" bookings subject to the above provisions on special requests. * Please note, cots and other special requests may only be available at an extra charge unless otherwise expressly stated in the description of the accommodation/arrangement in question.

If you or any member of your party has any medical problem or disability which may affect your booking, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give full details in writing at the time of booking. If we or the supplier reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right on behalf of the supplier(s) concerned to decline their reservation or, if full details are not given at the time of booking, cancel the contract on behalf of the supplier(s) concerned when we become aware of these details.

4. If you wish to make changes to your booking

Should you wish to make an amendment to your booking after it has been confirmed you must advise us as soon as possible. Whilst we will try to assist you we regret amendment requests cannot always be met. Where an amendment can be made, any costs incurred by ourselves and any costs or charges incurred or imposed by any of the suppliers of your arrangements need to be paid by you.

If you change the number of people booked, the total price of your booking will be re-calculated for the new party size. If for example the party is reduced in number, this may mean that any accommodation you have booked is under-occupied and each of the remainder of the party may have to pay more. If you wish to make any change to the booking while on holiday (e.g. upgrading accommodation or extending your stay), all requests are subject to availability and any extra cost must be paid immediately.

5. If you cancel your Booking

If you wish to cancel a confirmed booking, you must advise us as soon as possible. Cancellation charges will apply and will be calculated as set out in the table below:

If cancellation is made more than 60 days before departure
- 20% of the total cost of your booking

If cancellation is made 60 days or less before departure
- 100% of the total cost of your booking

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

6. Changes to and cancellation of your booking by the supplier.

If there is a change to or cancellation of your booking we will pass on the new details to you together with any compensation that the supplier may offer.

As agent only for the supplier we cannot accept any liability for any changes or cancellations made to your booking.

7. Circumstances beyond our control

Except where otherwise expressly stated in these conditions, we regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our obligations to you is prevented or affected by a third party, the supplier concerned as well as in cases where you suffer any damage or loss as a result of "force majeure". In these General Terms & Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

8. Our responsibility to you

We act only as an agent for the supplier(s) concerned. Your contract for your arrangements is directly with the supplier(s) concerned. We accept no liability in relation to the arrangements themselves or for the acts or omissions of the supplier(s) concerned. For all bookings, the terms and conditions of the supplier will apply to your contract.

However, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the supplier(s) concerned (as opposed to any service provided by the supplier(s) for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our gross negligence.

9. Complaints Procedure

In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform the provider of the arrangement(s) in question. Any verbal notification must be put in writing and given to the suppliers' representative as soon as possible. Until we know about a problem or complaint, we cannot begin to assist you to resolve it. Most problems can be dealt with quickly.

Please bear in mind that we act only as agent for the supplier(s) concerned and therefore cannot accept any liability for your arrangements. Any assistance provided in resolving a complaint in relation to any arrangements is provided on a goodwill basis and in our capacity as agent only.

10. Behaviour

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the supplier(s) concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. Suppliers reserve the right at any time to terminate your stay/transfer or that of any member of your party due to your misconduct, where justified in their reasonable opinion. No refunds will be given. Furthermore, neither the suppliers nor we shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay/transfer being terminated.

11. Website and Pricing details

Please note, that the information and prices shown on this website may have changed by the time you come to book your arrangements. Whilst every

effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

Please note that the currency converter serves only as an orientation and may be inaccurate. The conversion rates are calculated by a third party provider and the accuracy is beyond our control. Please doublecheck currency conversions with your local bank.

There may be differences between the actual accommodation and its description. Occasionally, local problems may mean that some facilities or services become unavailable or subject to restriction. Some facilities or services may not be available during the low season owing changes in the weather or lack of demand from guests. We cannot accept responsibility for any changes or closures to area amenities or attractions. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in the case of our gross negligence. Your rights in this regard are determined according to the terms & conditions of the supplier of your arrangement.

The star ratings shown on the trip descriptions are our own ratings and/or the ratings of previous travelers and do not necessarily reflect any local official rating.

12. Passports, visas and health requirements

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. You must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

13. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services. As a general rule, these requirements and standards will not be the same as in Australia, Europe or the US and may sometimes be lower.

14. Insurance

We consider adequate travel insurance to be essential. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

15. Conditions of suppliers.

The services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on the product detail pages of the particular trip/service or on request from ourselves or the supplier concerned.

16. Other websites

This website may contain links to other websites. Except where they belong to us, such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, by way of example, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means or for any services or facilities of any description which you may book through or via any such website.

17. Place of jurisdiction

Place of jurisdiction for all legal disputes is Munich, Germany.

The product on this detail page is a:

Travel Package sold by a 3rd party operator or agency. Please read the below GT&C carefully.

Travel Package sold by Lineupexplorers as a Travel Operator. These packages contain more than one service at an inclusive price. This product enjoys the protection of applicable travel protection laws, and may as well offer other benefits, such as transfer to your destination, hand picked accommodation, local assistance, etc.. Please read the below GT&C carefully.

"Bits and Pieces" individual travel product components sold by Lineupexplorers as an Agency. By booking "Bits and Pieces" individual travel product components you select, assemble and arrange the individual travel product components yourself; always only paying the aggregate, total price; as it is a "shopping basket" you can add or remove travel product components and will only be charged for what you book. This is not a package and therefore it is not protected under the applicable Package Regulations. Please read the below GT&C carefully.

The following are the applicable General Terms & Conditions of the applicable seller:

If no GT&C are provided international laws will apply