

GT&C Booking a Travel Package from Lineupexplorers as a Travel Operator:

OUR AGREEMENT WITH YOU:

You have opted to select a Lineupexplorers Travel Package. 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..

1. Your Travel Booking

Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old and possess the legal capacity and authority to book as the lead name and travel on holidays with us and take up the offers advertised by us if they are still available. You are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

In addition, if your holiday includes a flight, you are also responsible for (a) notifying us prior to the time of booking of any personal circumstances and needs pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with mobility - for example if you, or a member of your party, have difficulty in walking 500 meters; and (b) notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling our call centre if any person travelling on the booking has ceased to be self reliant or a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category. It is a condition of your booking with us that you and all other members of your party, including infants and children, are adequately insured on holiday. Any person who is under 18 years old must be accompanied by an adult on his or her journey. There may be other restrictions and conditions on some offers, but these are explained in the details of those offers. When you or (if you are booking through a travel agent) your travel agent ask for your booking to be confirmed, we will confirm the booking there and then, and set aside your chosen accommodation, holiday or transport for you. Next, we will send you or your travel agent a Confirmation Invoice within 7 days. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc). In these instances we may issue a Confirmation Invoice. However, a contract for arrangements that have not been confirmed on that invoice will only be made when we have sent you written confirmation that those additional arrangements have been completed. If there is any change to any of the details discussed at the time of booking, before the Confirmation Invoice is issued, we will notify you promptly of any new or changed details, including a change to the total price (if any). If any detail on the Confirmation Invoice is not correct tell us or your travel agent immediately. If there is an obvious error on the Confirmation Invoice we reserve the right to correct it as soon as we become aware of it, but we will do this within 7 days of issuing the Confirmation Invoice or, if your departure is within 7 days, no later than 24 hours before you go. If any of these changes are not acceptable then you will be entitled to a full refund.

2. The Price You Pay

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. In certain circumstances of extreme economic situations our suppliers may impose surcharges if their operating costs change significantly and we in turn may be forced to forward those costs to you. E.g. prices include a cost for fuel that was estimated at the date of this publication.

We reserve the right to add a fuel supplement to holiday prices should this increase after the date of this publication. Prices can go up or down. We will be able to tell you or your travel agent the up-to-date price of your chosen travel arrangements and of any other services advertised by us before confirming your booking. We reserve the right to increase the price of your holiday after you have booked but no later than 30 days before the departure date stipulated and will forward an Amendment Invoice reflecting any changes made. After a Confirmation Invoice has been sent to you, any increase to your holiday price will be as the result of changes in our costs of supplying your holiday resulting from transportation charges, (fuel, airport charges, scheduled air fares and other transport charges which form part of our contract with the transport provider), currency fluctuations and government action. An administration charge and any relevant travel agent's commission is included within these amounts.

If the increase would be 2% or less of the holiday price shown on your Confirmation Invoice (excluding insurance premiums and any amendment charges), we will absorb the changes in our costs described above and will only pass on any increase above that level. If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of your holiday price (calculated as above), but we will refund in full amounts exceeding such 2%.

If the increase is more than 10% of the holiday price (calculated as above), then:

1. You may cancel your holiday booking within 14 days of the Amendment Invoice date and receive a refund of all monies paid to us except any amendment charges; we will only consider an appropriate refund of insurance premium paid if you can show us that you are unable to transfer or re-use your policy; and
2. the increase will be considered a Major Change as described in section 4 below and, unless you choose to cancel under paragraph 1 above, you will be entitled to the alternatives set out in section 4 for those circumstances, but in either case you will receive compensation in accordance with section 4.

The price quoted on the last Amendment Invoice issued is guaranteed, unless you change your holiday booking. Any increases in our costs which occur after the last Amendment Invoice has been sent will be borne by us. Should you instruct your credit/debit card company to "charge back" any payment(s) properly due from you in respect of your booking, we will charge you an administrative fee of EUR30 per incident and associated costs. We further reserve the right to cancel your booking and/or take legal action against you for all outstanding payment(s).

3. If we cancel your booking

We aim to provide your holiday as booked. But if, for example, there are not enough people booked on your holiday or you do not pay the balance of the holiday price on time, we may cancel it. We reserve the right to cancel your holiday in any circumstances but if we cancel your holiday you can either have a refund or accept a replacement holiday from us of equivalent or closely similar standard and price (if one is available). This can include the choice of a replacement holiday from another seller on the Lineupexplorers.com Internet platform. Should you choose this option the terms and conditions of your holiday may change and the conditions of the particular seller will apply to your booking. In either case, we will pay you compensation, using the scale shown (unless we cancel your holiday because you do not pay us the balance of the holiday price or because of one of the events listed in the *'Important note – events beyond our control'*) and we will always refund the difference in price if the replacement holiday is of a lower standard and price. We will not cancel your holiday less than eight weeks before you go, unless this is the result of one of the events in the *'Important note – events beyond our control'*.

4. If we change your booking details

We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make changes. We reserve the right to do this at any time. We will let you or your travel

agent know about any important changes when you book. If you have already booked, we will let you know as soon as we can, if there is time before your departure. Flight timings shown by us are for guidance only and may change. Your Travel Voucher will show the latest planned timings. Your actual flight timings will be shown on your ticket (including any e ticket itinerary), which you should check carefully as soon as you receive it.

Major changes to your holiday:

Occasionally, we have to make major changes to the flight or accommodation making up your holiday with us. If we tell you about any of these changes after we have confirmed your holiday booking, you may either:

- accept the new arrangements offered by us; or
- accept a replacement holiday from us of equivalent or closely similar standard and price, if one is available; this can include the choice of a replacement holiday from another seller on the Lineupexplorers.com Internet platform. Should you choose this option the terms and conditions of your holiday may change and the conditions of the other seller may apply to your booking.
- cancel your holiday with us and receive a full refund of all monies paid.

Either way, we will pay you compensation, using the Compensation table shown, unless the change is for reasons beyond our control (see the *'Important note – events beyond our control'*) and we will always refund the difference in price if the replacement holiday is of a lower standard and price.

Major changes to your holiday for which we will always pay compensation, using the scale shown, may include the following changes: a significant change of destination; a change in accommodation to that of a lower category, a change in the time of your departure or return flight by more than 12 hours, but see also *'Important note – events beyond our control'*. These changes are only examples and there may be other significant changes which constitute major changes. This standard payment will not affect your statutory or other legal rights. We will only make one payment for each full-fare-paying adult in the holiday booking. Any children not paying the full adult fare will receive 50% of these amounts. Children using a free child place will not receive any standard payment.

Compensation:

These scales are based on how many days before your booked holiday departure we tell you of a major change. See also the *'Important note – events beyond our control'*.

Period before departure when a major change is notified and Compensation payable per person:

More than 56 days = EUR 0

55-29 days = EUR 15

28-15 days = EUR 30

14-8 days = EUR 45

7-0 days = EUR 75

If the change is not acceptable to you:

If any major change indicated above is not acceptable to you, you can cancel your holiday booking. In this case, we will refund all the money you have paid us and will pay you compensation, as shown above, depending on how many days before your holiday we tell you about this change. This standard payment will not affect your statutory or other legal rights.

Important note – events beyond our control:

Events beyond our control include: war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport including changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers, technical problems with charter vessels or helicopter; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights is publicised at EU airports and is also available from affected airlines. However, you should note that reimbursement of the cost of a flight that forms part of your holiday is the responsibility of your holiday airline and will not automatically entitle you to reimbursement of the cost of your holiday from us.

5. What happens to holiday complaints

We can usually sort out any complaints you may have. But if we cannot agree, you can take the matter to an arbitrator.

The arbitrator will only deal with your complaint if it relates to a holiday and:

- you are claiming up to EUR7,500 for each person or EUR40,000 for each booking;
- you contact them within 9 months of the end of your holiday; and
- your complaint does not involve major physical injury or illness in excess of EUR1500.

This is a cheap and simple way of sorting out complaints and there are limits on the costs you might have to pay. You do not have to appear in person, but can send documents to explain your complaint. If you would like more details, please ask our Customer Service Department. If you prefer, you can take your complaint to the applicable court. You hereby agree to release Lineupexplorers from all liability resulting from all unsatisfactory surf, dive, snow conditions, inclement weather, adverse climate conditions, and/or other natural conditions beyond the control of Lineupexplorers which may adversely impact the services provided by Lineupexplorers or your expectations.

6. Our responsibility for your holiday

We will arrange for you to receive the services that make up the holiday that you choose and that we confirm. These services will be provided either directly by us or through independent suppliers contracted by us. We are responsible for making sure that each part of the holiday you book with us is provided to a reasonable standard and as was advertised by us (or as changed and accepted by you). If any part of your holiday is not provided as described and this spoils your holiday, we will pay you appropriate compensation (see the *'Important note – events beyond our control'*).

We have taken all reasonable care to make sure that all the services which make up the holidays advertised by us are provided by efficient and reputable businesses. These businesses should follow the local and national laws and regulations of the country where they are provided. However, overseas safety standards are generally lower than in the UK, for example few hotels yet meet EC fire safety recommendations even in Europe.

7. Insurances

TRAVEL INSURANCE: A valid Travel Insurance is mandatory for each individual Traveler. Please send a copy to bookings@lineupexplorers.com or fax to +49 911 760 955 20. Travel insurance is COMPULSORY for travel with Lineupexplorers as it is a small expense ensuring that all guests are assured the resources necessary in the event of an emergency. Your travel insurance provider should cover the following: travel cancellation insurance, baggage delay, baggage coverage, emergency medical and dental, emergency medical transport & evacuation, trip cancellation & interruption, travel delay, travel accident insurance. In case you will dive you need an insurance that covers emergency rescue and medical treatments (incl. decompression chambers and all other treatments) resulting of diving accidents. Travel insurance must be arranged and initiated prior to departure.

DIVING: We strongly recommend taking a medical check that testifies diving abilities. In any case you have to sign a waiver

form on board of our vessels. You also need to fill in a questionnaire on board that will check your ability to dive again. Please note also that there is additional risk involved in diving in the remote regions we are operating in. Although basic emergency rescue will be available in all areas serious emergency cases will be challenging and costly. We are able to charter seaplanes that are able to reach our areas as long as we have daylight. But that takes long and is very expensive. For the rare event of such emergency cases we would need to ask you to leave your credit card information with us before diving. According to our GT&C sufficient travel insurance is mandatory. This is especially true for diving accidents (such as decompression chamber treatment, etc.) and emergency rescue resulting of diving accidents. Please make sure that your insurance will cover those events.

8. Personal Injury

This section covers injury, illness or death while you are using the holiday services that we have arranged for you. We have no direct control over the way our suppliers provide their services but everyone employed or contracted by us or by our suppliers is expected to carry out their duties in accordance with accepted standards of behaviour. If they do not carry out their duties in accordance with accepted standards of behaviour (or at all) and that fault results in your injury, illness or death, we may make a payment to you. We will not make any payment if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. We will not make any payment if your illness, injury or death was your own fault. You hereto acknowledge that

- the services provided by Lineupexplorers involve skiing, snowboarding, mountaineering, surfing, swimming, diving, fishing, boating and water crafting, and other like activities, all of which have inherent risks and are potentially dangerous,
- guides employed by us for surfing, diving, skiing, snowboarding, mountainbiking and the like are not responsible for your safety but only for passing on some basic knowledge to you about the conditions you may or may not experience
- exercising the sports offered on our trips are in your own risk and that our guides are not responsible for your supervision
- to travel to, and within, remote areas in foreign countries, especially third world countries, involves inherent risks which are also potentially dangerous,
- and the inherent risks and potential dangers referred to above may result in damages including, but not limited to, property damage or loss, personal injuries and/or death, and
- weather and other natural conditions are beyond the control of either party hereto,
- you have been advised to seek independent legal advice regarding the consequences of this Waiver of Liability and Rights, and you have been given the opportunity to do so,
- You hereby waive all claims, and release and agree to hold Lineupexplorers harmless for or from all damages, whether to your person or your property

If we do make a payment, it will be similar to one you would receive under German law in an German court.

Note: We will make such payments for injury, illness or death on the basis that you are expected to accept that:

1 You must tell us and the supplier involved about your injury or illness while you are in the resort (see section 13). You should also write to us about your claim within three months of coming home from your holiday to allow us to investigate it properly and co-operate with us so as to enable us to carry out such investigation. Please include a letter about your injury or illness from your doctor if you can.

2 You should transfer to us any rights you have against the supplier or any other person.

3 You should co-operate fully with us if we or our insurers want to enforce those rights.

4 Any payments we make may be limited in accordance with international conventions.

We ask you to transfer your rights to us so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this. If we get back from the supplier more than we have paid you plus these costs, we will give the extra money to you.

YOUR AGREEMENT WITH US

9. Your contract

By asking us or your travel agent to confirm your booking, you are accepting on behalf of all persons travelling on this booking that the terms of this Agreement constitute the entire agreement between us with regard to your booking and your travel arrangements. You also consent to our processing personal information about you and other members of your party. Where the context permits, reference to "you" and "your" will include you and all persons travelling on this booking. Your contract with us shall be governed by and construed in accordance with the law of Germany, especially but not limited to § 651 a BGB. You agree to submit to the exclusive jurisdiction of the courts of Germany over any claim or matter arising under or in connection with your contract with us.

10. Paying for your travel arrangements

You will be required to pay a deposit to us for each person when you book unless this is within eight weeks of departure when the full amount for the booking is payable. The deposit amount will be specified by us or your travel agent when your booking is made. If it is not specified then it will be the amount that we ask you to pay when you book, even if this is 100% of the holiday price. Once confirmed, the booking deposit, additional charges paid and insurance premiums will not be refunded in the event of cancellation except in the circumstances specified in Sections 2, 3 or 4 or as otherwise required by law.

This is your only commitment until eight weeks before you go. Within one week of booking, we will send you a Confirmation Invoice showing how much you owe us. You must pay the amount on the last Invoice issued by us within 7 days. If you don't, we reserve the right to treat your booking as cancelled. If payment for your booking is made by credit card or some debit cards a handling fee may apply. Check fee at the time of booking.

11. If you change your booking

1. If you want to change any details of your booking (such as changing to a different hotel or cruise or changing a name in your booking) or to cancel an optional extra you have booked, we will do our best to help but please note that more major changes, such as those that would lower the basic price of your holiday or that would otherwise result in your holiday ceasing to be a Package Holiday, will be treated by us as a different holiday (see 11.4(i)) and changes to the hotel or flight within 56 days of departure will also be treated by us as a different holiday (see 11.4(ii)). We charge an 'Amendment Fee' for each detail of the booking which we allow you to change without a cancellation. If you make the allowed change more than 60 days before departure, the fee will be EUR60 per change per person.

If you make the allowed change within 60 days of departure, the amendment fee will be EUR80 per change per person.

2. The price of your new travel arrangements will be based on the prices that apply on the day you ask for the change. These prices may not be the same as when you first booked your travel arrangements.

3. Name change, and or departure details such as date and time changes are not always allowed by airlines and other transport providers whenever they are made. Whilst we will do our best to change the details of the booking, please bear in mind that most airlines and other transport providers treat name and departure detail changes as a cancellation and charge accordingly. These charges will be passed on to you. Once tickets have been issued, and sometimes even before they have been issued, any changes made to the ticket, including names or initials, will result in you having to pay for the cancelled ticket and buy a new ticket at full cost.

4. If:

(i) at any time after you have booked your holiday, you want either to change to a different holiday or change your hotel, flight or cruise, and as a result your holiday ceases to be a package holiday; or (ii) within 60 days of departure, you want either to change to a different holiday or change your hotel, flight or cruise; then you will have to pay cancellation charges (see section 12). If the change means we must send you new tickets, we cannot give you any refund until we have received all your old travel documents, including tickets.

5. Some types of accommodation (such as apartments, or hotel rooms with reductions for three adults) are priced according to the number of people staying there. If your booking changes because someone in your party cancels, we will recalculate your booking cost based on the new number of people going. If fewer people share the accommodation, then the cost for them may go up. This extra cost is not a cancellation charge, and it is not covered by our recommended Insurance.

6. Subject always to clause 11.3, if you are prevented from taking the holiday you have booked, you may transfer your booking to another person, provided you meet the following conditions:

- You must authorize us to make the transfer;
- The person to whom you transfer your holiday booking must comply with all the terms of the existing booking;
- That person must accept the transfer and the terms of Our Agreement;
- That person must show us new evidence of their holiday insurance, as your policy cannot be transferred to another person (and the premium cannot be refunded);
- We will also charge amendment fees in accordance with section 11.1. This will be added to the new Invoice issued to that person;
- You cannot transfer a holiday booking within 14 days of departure; and
- You will remain responsible for the payment of any balance on that new Invoice should that person fail to pay it.

12. If you cancel your booking

If you want to cancel your booking or part of it, you or your travel agent must advise us. Once we receive your notice of cancellation you should expect to receive a Cancellation Invoice within 14 days. If you do not then please contact us. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your travel arrangements, we make a cancellation charge on the scale shown below. The person who made the booking is responsible for paying this charge. The size of the charge depends on when we receive your notification— the more notice you give, the less we will charge.

If you are travelling on a scheduled flight, we cannot give you any refund until we have received your old travel documents, including tickets. Please return them to us or your travel agent immediately.

Cancellation charges:

These charges are based on how many days before your booked departure we receive your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium:

60 days or more before departure within notice of cancellation is received = Loss of deposit

0- 60 days before departure within notice of cancellation is received = 100 % of booking price

13. If you have a complaint

If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in question locally. If they are unable to resolve the problem immediately, and a member of our staff is not available, you should contact us straight away by telephone/fax/e-mail and we will endeavour to assist. If you are still not satisfied on your return home, you must write to us, within 28 days of returning from your holiday to allow your complaint to be investigated properly. Please write your holiday reference number on your letter, and include your daytime and evening telephone numbers. If you do not give us the opportunity to resolve any problem locally by reporting it to the supplier, or calling and informing us, then we may not be able to deal positively with any complaint on your return.

14. Conduct While Travelling

We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travelers or is threatening or abusive towards our staff or agents or resort, on the telephone, in writing or in person. If the Captain of your flight or charter or any of our resort staff believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements or restrict your movements on board or disembark you from a vessel or aircraft. If you are disruptive and this means you are not allowed to board the flight outbound, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see section 12). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. If you are refused carriage because of your disruptive behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting an aircraft or vessel to remove you. Criminal proceedings may also be instigated.

15. Your accommodation

Any accommodation we arrange for you must only be used by those people named on your Confirmation Invoice (or on latest Amendment Invoice issued). You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

16. The conditions of your ticket

When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your holiday to provide you with a copy of any of the conditions applicable to your journey.

17. Contacting you

If you book via our website or have opted in other circumstances for us to contact you via e-mail, we will communicate with

you using the e-mail address you have provided. For example, to provide your e-confirmation, e-ticket, e-cancellation, etc. We will assume that your e-mail address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our call centre or in writing as required in our terms and conditions.