

ASTUR Terms and Conditions

1. Enrolment and Confirmation (Travel Contract)

By submitting the enrolment form the participant offers to close a binding travel contract with ASTUR GmbH as operator. The enrolment form shall be submitted at the earliest date possible. If possible the ASTUR enrolment form shall be used for submission. The enrolment form shall be filled in completely. The travel contract shall be closed by accepting the enrolment form and shall be confirmed in written form by ASTUR. For minors the enrolment form has to be signed by a legal guarantor.

2. Payment

With the conclusion of contract and after receiving the booking confirmation and "Reisepreissicherungsschein" (risk coverage certificate) according to § 651k 3 BGB (German Civil Code) the participant shall make a down payment of 10% of the package price to a maximum of 250 € per participant. The down payment is due within two weeks and shall be attributed to the total package price. The costs (if booked) for an insurance package and/or a travel cancellation insurance are not included in the package costs and also due with the down payment of the package costs. The remaining payment is due no later than 4 weeks prior to arrival of the participant. Travel documents shall be compiled and provided to the participant no later than 14 days prior to arrival.

3. Services

The agreed upon services derive from the description published in the catalogue or similar package descriptions and the corresponding confirmation of a booking. ASTUR reserves the right to declare changes of the descriptions if necessary. In this case the participant shall be notified.

4. Service alterations

Changes and deviations of individual travel services of the contracted content of the package (e.g. changes to the programme schedule) that become necessary following the conclusion of the contract and that are not done contrary to good faith are only permissible as long as the changes and deviations are not significant and do not interfere with the overall design of the booked package. Any claims of damages the participant may have shall remain unaffected in case the changed or deviated services are inadequate. ASTUR shall notify the participant about any changes or deviations without undue delay. In the case this notification concerns a substantial service of the booked package (e.g. the language course) the participant shall have the right to cancel the booking without bearing any financial risk.

5. Change of booking

Changes of the booking regarding the type of accommodation or the travel dates can be accepted until 31 days before travelling, if organisationally possible. In case the participant decides to enrol in an entirely different programme other than the original booking or wishes to have a different person in his or her place, ASTUR may charge a fee amounting to 30 €.

6. Exclusion of the participant

ASTUR expects every participant to respect the customs, traditions and laws of the host country. In case of undue behaviour or legal violations in the respective host country, the participant shall be reprimanded in written form. In case of repetition may exclude the participant from the programme without any reimbursement. In cases of gross infringement (e.g. any intentional crimes, theft, abuse of alcohol or substances, wilful damage to third party property) ASTUR may immediately exclude the participant from the programme. In case of exclusion the participant shall solely bear any additional costs. The above also applies to disturbs the harmony of the group to a degree which cannot be reasonably accepted.

7. Complaints

Complaints concerning any agreed upon services derived from the travel contract shall be made directly to ASTUR. ASTUR shall immediately try to rectify. No reduction will be given if the participant culpably neglects to complain to ASTUR or the local representative and/or agency.

8. Cancellation by the participant

The participant may cancel without good cause the travel contract at any given time before travelling. The participant shall make any cancellation in written form. The date of receipt of the cancellation shall be decisive for the date of cancellation. In case the participant cancels the travel contract, all claims by ASTUR shall be void. However, ASTUR may claim an adequate compensation for already made arrangements according to § 651 i 2 BGB (German Civil Code).

The amount of the cancellation fee shall be a percentage of the package price and depends on the date of cancellation. The cancellation fee shall be a flat fee. When cancelling applicable fee shall be:

until 30 days before travelling	30 % of the price
29 to 22 days before travelling	40 % of the price
21 to 15 days before travelling	50 % of the price
14 to 7 days before travelling	60 % of the price
less than 7 days before travelling	70 % of the price
Cancellation on day of travel or non-commencement	90 % of the price

Cases when the participant does not commence travel without prior cancellation shall be handled as if the participant had cancelled on the last day prior to travel. ASTUR advises to book a travel cancellation insurance.

9. Cancellation by ASTUR

ASTUR may cancel:

- if the participant fails to make the agreed upon payments or does not abide the terms and conditions.
- in case a programme does not meet the minimum number of participants stated in the travel description, ASTUR may cancel the programme until 6 weeks before the start of the programme. In any case ASTUR shall be obliged to notify the participant without undue delay after meeting the cancellation criteria for not operating the booked package. Furthermore, ASTUR shall send a cancellation in written form without undue delay to the participant. The participant will be reimbursed the full amount of all payments made regarding the cancelled programme. Any further claims on the part of the participant, in particular claims to compensation for damage, are excluded.

10. Exclusion of claims

The participant shall assert against ASTUR any claims for failure to perform the travel service in accordance with the contract within one month of the contractually scheduled end of the package. The participant may file such claims after this deadline, in case the participant was unable to meet the deadline due to circumstances beyond the participant's control.

11. Statue of limitation

Claims derived from §§ 651 c to f BGB (German Civil Code) due to damages to the life of the participant, physical injury, health damages or similar intentionally caused by ASTUR or any legal representative or agent of ASTUR shall become time-barred after a period of two years. This also applies to claims of damages caused by intent or gross negligence by ASTUR or any legal representative or agent of ASTUR. Any other claims shall become time-barred after a period of one year according to §§ 651 c to f BGB. The limitation period shall begin at the end of the day on which the booked programme ends. In case there are pending claims and negotiations regarding a claim or the base of a claim, the limitation period shall be suspended until either the participant or ASTUR refuses to continue negotiations. The limitation period shall start not earlier than three months after the end of suspension.

12. Limitation of liability

ASTUR's contractual liability is limited to three times the package price, provided that damages sustained by the participant (excluding physical injury) are either not caused by intent or gross negligence, or solely caused by intent or gross negligence of a third party.

13. Passport, visas, customs foreign currency and health regulations

ASTUR shall inform the participant in the catalogue or the travel documents about regulations applying to the travel destination. Personal circumstances of the participant (e.g. dual citizenship, statelessness, certain registrations in the passport etc.) cannot be taken into consideration. Participants having any citizenship other than German shall contact the German consulates responsible with all kinds of requests regarding visa for Germany, if necessary. The participant shall be solely responsible for abiding all regulations regarding the travel arrangements and the visa application process. The participant shall be responsible for all damages resulting by not abiding these regulations, unless these damages are caused by culpable incorrect or non-information by ASTUR.

The participant shall bear any additional costs incurred in visa procedures or passport procedures. Furthermore, the participant shall be solely responsible for all other travel preparations including but not limited to customs regulations, currency exchange and all aspects of health (e.g. vaccinations).

14. Insurance

The package price does not include any insurance fees. However, the participant can book an insurance package (e.g. a travel cancellation insurance) through ASTUR. Our preferred partner for these insurances is "Europäische Reiseversicherung".

15. Insolvency protection

ASTUR has taken due measures to ensure that the participant will be reimbursed for the package price paid and any necessary expenses for the return journey in the event that ASTUR becomes insolvent and the travel services are not performed as a result of said insolvency. In that case the participant will be able to claim the eligible reimbursement from our insolvency insurance after submitting the risk coverage certificate.

16. Place of jurisdiction

The participant shall only sue ASTUR at the district court ASTUR is registered at (i.e. Amtsgericht Fulda). Legal action by the operator against the participant shall be filed at the place of residence of the participant, unless the participant is a registered trader or changed his or her place of residence to a foreign address after closing the travel contract or the participant does not have place of residence. In the latter cases legal disputes shall be settled at the district court Fulda (i.e. Amtsgericht Fulda).

17. Severability clause

If a provision of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this agreement or the validity or enforceability in other jurisdictions of that or any other provision of this agreement.