

I. General Travel Conditions

of Wirtschaftsförderungsgesellschaft Viersen mbH, Viersen
As at: March 2009

1. Scope of application

Our general terms and conditions apply exclusively. Differing, conflicting or supplementary general terms and conditions will not become a contractual component. The standard reference to the client's terms and conditions of business is objected.

2. Down payment and payment of balance

Upon contract conclusion, a down payment of 10% of the agreed upon travel costs will be due after being issued with an assurance certificate. The payment of the remaining travel costs amounting to 90% will be due 21 days prior to commencement of the journey.

If the journey is not longer than 24 hours, it doesn't include any overnight accommodation and if the travel cost doesn't exceed EUR 75, we can demand prepayment as per sentence 1 even without issuing an assurance certificate.

3. Withdrawal of the client prior to commencement of the journey

If the client withdraws from the contract prior to commencement of the journey or if he doesn't take the trip, we can demand an appropriate compensation for the arrangements we made and the expenses incurred up to the time of withdrawal or no-show depending on the travel costs. This doesn't apply if the withdrawal of the client is caused by us or due to acts of nature beyond control.

4. Cancellation due to not achieving the stated minimum attendance

Due to not achieving the stated minimum attendance, we can withdraw from the contract. The withdrawal is to be explained to the client at least 30 days prior to the contractually agreed upon commencement of the journey.

If it becomes obvious at an earlier point in time that the minimum attendance will not be achieved, we can exercise our right to withdraw immediately.

5. Limitation of liability

Our contractual liability for damages which are not bodily harm is limited to three times the travel costs if

- a) the client incurs damages that are caused neither due to intent or gross negligence
- or
- b) we are responsible for the damages the client incurs due to the fault of a service provider

6. Statute of limitation

The period of limitation of the client's claims arising from § 651c of the German Civil Code (remedy), § 651d of the German Civil Code (abatement), § 651e of the German Civil Code (cancellation due to insufficiency) and § 651f of the German Civil Code (compensation) is one year.

This doesn't apply to compensation claims which are based on gross negligence or intent or breach of essential contractual duties.

Compensation claims due to injury of life, body or health are also excluded from the shortening of the term.

7. Final clauses

This contract is subject to the law of the Federal Republic of Germany.

If the client is a businessman, corporate body under public law or public law special fund, Düsseldorf is the legal venue; however, we have a right to sue the client at the court of his residence.

If these general terms and conditions partially or entirely don't become contractual component or are ineffective, the rest of the contract remains effective. If the clauses don't become contractual component or are ineffective, the content of the contract conforms to the statutory provisions. The contract is ineffective only if the adherence to it even under consideration of the changes to be taken according to the statutory provisions would present an unacceptable hardship for one of the contractual parties.

II. Legal information

1. Contractual partner

In case of contract conclusion, your contractual partner is the
Wirtschaftsförderungsgesellschaft für den Kreis Viersen mbH
Managing Directors: Rolph Adolphs, Karl Hensel, Hartmut Kropp
Willy-Brandt-Ring 13
41747 Viersen
Registry Court: Mönchengladbach District Court
Register number: HRB 9714.

2. Contract conclusion

The client can book the trip via the Internet or telephone.

The booking process on the Internet leads the client to the link with the description >>book online now<< with one click.

After entering the information required for contract processing (in this regard please take note of our privacy policy), the client makes a binding offer by clicking the link with »booking«. Immediately after handing over the offer, the client will receive a computer-generated e-mail which confirms receipt of the offer in our server (confirmation of receipt). This e-mail doesn't present any acceptance of the contractual offer but only informs about the receipt of the booking. A contract materialises through our written booking confirmation.

We do not issue a booking confirmation if the client's booking statement is handed in less than seven working days prior to commencement of the journey.

If the booking is done via telephone, we give the client an option (reservation) to participate in the journey. After the telephone conversation, we send the registration form, the general terms and conditions of travel as well as the legal information.

The client can submit an offer for contract conclusion by handing over the filled out registration form via post or fax within seven working days. If the client doesn't submit any offer during the term, the option of participating in the trip expires.

3. Obligations of the client

If the journey is not executed as per the contract, the client can demand remedy.

The client is obligated to immediately report any arisen travel shortcomings. If he culpably fails to do this, there will be no abatement of the travelling costs unless the report is discernibly unpromising or not acceptable due to other reasons.

If the journey is affected due to a shortcoming in the manner described in § 651c of the German Civil Code or if the client cannot take the trip due to an important reason which we recognise, the traveller can cancel the contract. The cancellation of the trip is only acceptable if we have let a certain appropriate term pass without providing a remedy.

An appropriate setting of a deadline by the client is not necessary if it is impossible to provide the remedy, it is refused by us or the immediate cancellation of the contract is justified by a special interest of the client.

4. Cancellation due to not achieving the stated minimum attendance

Due to not achieving the stated minimum attendance, we can only withdraw from the contract as per number 4. of the general travel conditions if we

- a) stated the minimum attendance in the trip description and the time up to when prior to contractually agreed upon trip commencement the travellers must have received the explanation and
- b) clearly pointed this out in the travel confirmation and the trip description.

5. Exemption of claim/deadlines

Claims due to a trip executed in a manner contrary to the contract can be asserted by the client within a month after the contractually stipulated period in time of the end of the trip. Upon lapse of the deadline, the client can only assert claims if he was hindered from adhering to the deadline by no fault of his own.

The deadline, even that of the statute of limitation (number 6 of our general travel conditions) starts on the day which follows the day of the contractual end of the trip.

The claims are to be asserted to

Wirtschaftsförderungsgesellschaft für den Kreis Viersen mbH
Managing Directors: Rolph Adolphs, Karl Hensel, Hartmut Kropp
Willy-Brandt-Ring 13
41747 Viersen

III Protection of your data

2-LAND Reisen is pleased about your visit to our homepage and your interest in our company. We take the protection of your personal data very seriously and we would like you to feel secure when you visit our Internet pages.

Personal data will be protected according to the Federal Data Protection Act. We guarantee you absolute data protection when managing your personal data.

This website uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States . Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.