

GENERAL TRAVEL CONDITIONS (GTC 2022)

Dear guest, please carefully read the following General Travel Conditions. If you make a booking and the payment is collected effectively, the following provisions will become part of the travel agreement concluded between you and Riverside Collection GmbH & Co. KG. These supplement the statutory regulations of sections 651a to y BGB, as well as Article 250 and 252 EGBGB, and complete these. In addition, the General Terms and Conditions for Land Excursions of Riverside Collection GmbH & Co. KG apply to land excursions offered by Riverside Collection GmbH & Co. KG.

1. CONCLUSION OF A TRAVEL AGREEMENT

- 1.1 By making a booking (registration for travel), a traveller makes a binding offer to conclude a travel agreement with Riverside Collection GmbH & Co. KG. This can be done in writing, verbally, by telephone, or by electronic means (email, internet). The basis of this offer to contract is the tour description and the supplementary information provided by Riverside Collection GmbH & Co. KG about the relevant tour, insofar as these are available to the traveller on booking.
- 1.2 The registration for travel is made by the applicant also for all the other travellers detailed in the registration for travel. The applicant explicitly declares that they will be responsible for the contractual obligations of all the travellers detailed in the registration for travel.
- 1.3 A travel agreement will only come into force with the written travel confirmation from Riverside Collection GmbH & Co. KG (by email or post). An electronic confirmation of receipt is not an acceptance of a travel agreement. If a travel confirmation is given immediately after pressing the button "Buy now" through a direct presentation of the travel confirmation on the screen, a travel agreement will come into force with the presentation of this travel confirmation. The binding nature of such a travel agreement does not depend on whether the customer uses possibilities to save or print the travel confirmation, or receives the travel confirmation in paper form (by post).
- 1.4 If the contents of the travel confirmation from Riverside Collection GmbH & Co. KG differ from the contents of the registration for travel submitted by the traveller, this represents a new offer from Riverside Collection GmbH & Co. KG, to which Riverside Collection GmbH & Co. KG
 - will be bound for seven days from receipt of the confirmation, if there are fewer than thirty (30) days remaining until the commencement of the tour.

- three days from receipt of the confirmation if there are fewer than thirty (30) days and more than fifteen (15) full days remaining until the commencement of the tour.
- will be bound for 24 hours from receipt of the confirmation if there are fewer than fifteen (15) full days remaining until the commencement of the tour.

A travel agreement will come into force on the basis of this new offer if the traveller accepts the offer through an explicit, conclusive declaration (advance payment or complete payment of the tour price) within this deadline.

- 1.5 For safety reasons, and due to the limited medical care available on board the ship, the following restrictions apply with respect to pregnancies: Up to the 21st week of pregnancy, pregnant travellers must produce a medical confirmation of fitness to travel. If a pregnant traveller is in the 22nd week or more of pregnancy on embarking, they cannot be accepted as a passenger. Children who are not at least three months old on embarking also cannot be accepted as passengers.
- 1.6 Riverside Collection GmbH & Co. KG points out that pursuant to the statutory regulations of sections 312 (7), 312g (2) 9 BGB, package tour agreements that are concluded remotely (e.g. by letters, telephone calls, emails, telemedia or online services), have no cancellation rights, instead only the statutory cancellation and termination rights (see cancellation by travellers in the regulations in Section 6). However, there is a cancellation right, if an agreement for travel services pursuant to Section 651a BGB is concluded off the business premises (in accordance with Section 312b BGB), unless the negotiations that led to the conclusion of an agreement were held on the basis of a preceding order from the consumer; there is no cancellation right in the latter case.

2. PAYMENTS

- 2.1 After the conclusion of an agreement (receipt of the booking confirmation) and receipt of the "Sicherungsschein" (travel refund security certificate) to secure customer funds in the event of insolvency as per Section 651r BGB in conjunction with Article 252 EGBGB, an advance payment of 10% of the tour price will be due for payment.
- 2.2 The remaining payment will be due on the 30th day before the commencement of the tour at the latest if the "Sicherungsschein" (travel refund security certificate) has already been transmitted, or as soon as this is the case.
- 2.3 In the event of a booking from the 30th day before the commencement of the tour the complete tour price is due

immediately, if the "Sicherungsschein" (travel refund security certificate) has been transmitted, or as soon as this is the case.

- 2.4 Payment of the tour price on the due date specified in the invoice must be made exclusively to Riverside Collection GmbH & Co. KG and can optionally be made by bank transfer or credit card (e.g. MasterCard or Visa). If nothing to the contrary has been explicitly agreed with Riverside Collection GmbH & Co. KG (for example, agency collection), payments to brokering travel agents do not discharge the customer's debt obligations.

3. SERVICES (AND PRICES)

- 3.1 The service obligations of Riverside Collection GmbH & Co. KG result from the contents of the booking confirmation in conjunction with the catalogue or travel tender valid at the point in time of the tour in compliance with all the information and explanations included there, and includes individual agreements.
- 3.2 Any transfers (by rail/bus/air) to the location of the commencement of the tour or from the location at the end of the tour, such as those resulting from the documents and agreements made pursuant to Section 3.1, must be organised by travellers themselves and are not part of the travel agreement.
- 3.3 If a transfer, in particular from an airport or railway station, is part of the tour service, the obligation to carry out the transfer ends if the relevant traveller does not appear at the agreed meeting point within half an hour of the agreed point in time. Riverside Collection GmbH & Co. KG retains the claim to the payment of the transfer; however, it must be offset against the value of the saved expenses as well as that benefit gained from different utilisation of the unclaimed service, including the amounts credited by the service providers. If the Organiser provides a transfer for the relevant traveller after this point in time, the traveller must bear the corresponding additional costs, plus a service charge of €20.00.
- 3.4 The age of the relevant traveller on the day of the commencement of the tour is authoritative for all reductions that result from the traveller's age.

4. CHANGES TO CONTRACTUAL CONTENTS BEFORE THE COMMENCEMENT OF A TOUR

- 4.1 The offers, prices and disclosures about the contractual tour services correspond to the status on publication. However, until the relevant traveller's booking request is transmitted, changes to these details are possible on objective grounds. Consequently, Riverside Collection GmbH & Co. KG explicitly reserves the right to make such changes. Riverside Collection GmbH & Co. KG will inform travellers of such

changes before the conclusion of an agreement.

- 4.2 Any difference to material properties of tour services from the agreed contents of the travel agreement that are necessary after the conclusion of an agreement and were not made in bad faith by Riverside Collection GmbH & Co. KG, are permitted to Riverside Collection GmbH & Co. KG before the commencement of a tour, if these differences are insignificant and do not impair the tour. This applies in particular to rebookings onto a ship identical in construction of the shipping line, insignificant changes to travel times and/or routes for river tours, the discontinuation of partstretches in full or in part, or the conduct of partstretches using other means of transport, the omission or change of excursion programmes, for which in the case of flooding or low water that cannot be foreseen in good time (safety or weather reasons), or due to the impossibility of carrying out scheduled lock passages, e.g. as a result of increased shipping traffic when entering and leaving locks, or as a result of any necessity for a diversion to avoid atrisk areas in the event of a pandemic. In such a case Riverside Collection GmbH & Co. KG must inform travellers about the change, clearly, comprehensibly and in an explicitly highlighted manner, on a permanent data storage medium (e.g. in paper form, by email or electronically), and before the commencement of the relevant tour.
- 4.3 If a booked tour can only be carried out with considerable changes to a material property of the tour service due to circumstances that occur after the conclusion of an agreement, or differing from special requirements of the relevant traveller that have become contents of the travel agreement, Section 651g BGB applies. In this case Riverside Collection GmbH & Co. KG will be entitled to offer the relevant traveller a corresponding contractual amendment before the commencement of the tour or optionally also participation in a different tour (replacement tour). Travellers have the right within an appropriate deadline simultaneously set by Riverside Collection GmbH & Co. KG with the notification of the change either to accept the change, withdraw from the travel agreement free of charge or to demand participation in a replacement tour, if Riverside Collection GmbH & Co. KG has offered such a tour. Travellers have the option to react to the notification made by Riverside Collection GmbH & Co. KG or not. If a traveller does not react or does not react within the deadline set by Riverside Collection GmbH & Co. KG, the notified change shall be deemed to have been accepted. Riverside Collection GmbH & Co. KG will inform the relevant traveller of this in the declaration of the service change as per Section 4.1 in a clear, comprehensible and explicitly highlighted manner.

5. CANCELLATION AND TERMINATION BY RIVERSIDE COLLECTION GMBH & CO. KG

- 5.1 Riverside Collection GmbH & Co. KG reserves the right to withdraw from a travel agreement before the commencement

of a tour in the following cases:

If due to unavoidable, extraordinary circumstances Riverside Collection GmbH & Co. KG is prevented from fulfilling a travel agreement, it may withdraw from the relevant travel agreement. In this case Riverside Collection GmbH & Co. KG must declare the withdrawal without delay on becoming aware of the reason for the withdrawal.

- 5.2 If the mental or physical condition of a traveller does not permit travel or onward travel, because this condition makes the traveller unable to travel or represents a danger to the traveller themselves or to anyone else on board, carriage may be refused or the relevant traveller's holiday tour may be discontinued at any time. Riverside Collection GmbH & Co. KG shall not be responsible for any additional costs thus incurred. The same applies if a mental or physical disability requires special support for a traveller that goes beyond the contractually agreed services of Riverside Collection GmbH & Co. KG, and the relevant traveller does not have any accompanying person who can provide this support. In case of doubt we recommend an explicit query during booking.
- 5.3 Riverside Collection GmbH & Co. KG is entitled to terminate a travel agreement if this is justified with good cause. Such good cause may apply if a traveller brings weapons, ammunition, explosives or flammable substances, poisons or similar with them; further, if they consume or bring with them illegal drugs, or commit crimes or administrative offences during the tour.
- 5.4 Termination will also be justified in the event the preceding are attempted. The same applies if a traveller behaves socially unreasonably, does not follow the instructions of the staff on board or harasses other travellers.
- 5.5 If Riverside Collection GmbH & Co. KG terminates a travel agreement, it retains its claim to payment of the tour price; however, this must be offset against the value of the saved expenses as well as that benefit gained from different utilisation of the unclaimed service, including the amounts credited by the service providers.

6. CANCELLATION BY TRAVELLERS/CANCELLATION COSTS

- 6.1 Travellers may withdraw from a tour at any time without disclosing the grounds. Cancellations must be declared to Riverside Collection GmbH & Co. KG. If a tour was booked through a travel agent, the declaration can be made to the relevant travel agent. Travellers are recommended to make cancellations on a permanent data storage medium.
- 6.2 If a traveller cancels before the commencement of a tour or if they do not commence a tour, Riverside Collection GmbH & Co. KG shall lose its claim to the agreed tour price. In this case Riverside Collection GmbH & Co. KG is entitled to demand appropriate compensation, if Riverside Collection GmbH & Co. KG was not responsible for the cancellation or extraordinary circumstances occurred in its direct proximity

that considerably impaired the conduct of the tour or the carriage of persons to the destination. Circumstances are deemed to be unavoidable and extraordinary if these are not subject to the control of Riverside Collection GmbH & Co. KG and the consequences of these circumstances also could not have been avoided if all reasonable precautions had been taken. The amount of compensation will be determined in accordance with the tour price, minus the value of the expenses saved by Riverside Collection GmbH & Co. KG, as well as minus what Riverside Collection GmbH & Co. KG acquires through other utilisation of the tour services. Riverside Collection GmbH & Co. KG has set the following compensation charges in consideration of the period of time between the declaration of cancellation and the commencement of the tour, as well as in consideration of the expected savings of expenses and the expected acquisition through other utilisation of the tour services. Compensation will be calculated according to the point in time of the cancellation declaration as follows with the relevant cancellation scale – each related to the relevant tour price.

6.3 Compensation charges are calculated as follows:

- Up to the 91 days before commencement to the tour free of charge
- From the 90th to the 31st days before commencement of the tour 40%
- From the 30th -to the 15th day before commencement of the tour 75%
- From the 14th day before commencement of the tour or nonappearance or cancellation on the day the tour commences 90%

6.4 Riverside Collection GmbH & Co. KG reserves the right in place of the preceding compensation charges to demand higher, individually calculated compensation, if Riverside Collection GmbH & Co. KG proves that it has incurred significantly higher expenses than the applicable compensation charges. In this case Riverside Collection GmbH & Co. KG is obliged to itemise and justify the compensation demanded in consideration of the saved expenses as well as minus what Riverside Collection GmbH & Co. KG acquires through other utilisation of the tour services.

- 6.5 Travellers are entitled to prove to Riverside Collection GmbH & Co. KG that the appropriate compensation to which Riverside Collection GmbH & Co. KG is entitled is significantly lower than the compensation charge it has demanded.
- 6.6 If as a result of a cancellation Riverside Collection GmbH & Co. KG is obliged to refund the tour price, this must be carried out without delay, however, in any case within fourteen (14) days of the receipt of the cancellation declaration.

7. REBOOKING/TRANSFER OF AN AGREEMENT

- 7.1 Travellers do not have any entitlement after the conclusion of an agreement to make changes to the tour date, tour desti-

nation, accommodation or type of catering, or the cabins (re-booking). Rebookings made at the request of a traveller that retain the overall outline of the tour (in particular that retain the tour duration and the tour price) are only possible up to sixty (60) days before the commencement of a tour. If in the individual case nothing to the contrary is agreed before the acceptance of a rebooking, the rebooking fee will be set in accordance with the amounts detailed in the following table:

- 7.1.1 – Booking 91 days free of charge
- From 90th to 60th days 100 euros per person

7.2 Up to seven days before the commencement of a tour travellers may declare to Riverside Collection GmbH & Co. KG that a third party will assume the rights and duties resulting from the travel agreement in their place. Such a declaration must be made on a permanent data storage medium (paper form or electronically) (we recommend by fax or email). Riverside Collection GmbH & Co. KG is entitled to reject the assumption of a third party, if this third party does not meet the contractual tour requirements. If a third party assumes an agreement, this third party and the relevant traveller assume liability towards the tour organiser for the tour price and additional costs incurred as joint and several debtors.

7.3 Rebooking fees are due for payment immediately.

8. LUGGAGE/ANIMALS ON BOARD

Luggage may only contain objects for personal use. In particular, travellers are not permitted to bring with them drugs, weapons, ammunition, explosives or flammable substances. In accordance with international treaties, drug offences will be reported to the local authorities. It is not permitted to bring animals on board Riverside Collection GmbH & Co. KG river ships. If tour services will be provided before or after river tours, such as hotel accommodation, it is not permitted to bring animals either, unless the service specification explicitly permits animals to be brought with regard to the concrete tour service.

9. LIABILITY/LIMITATIONS OF LIABILITY

9.1 The contractual liability of Riverside Collection GmbH & Co. KG for losses that are not personal injuries (including liability for breaches of pre, collateral or postcontractual obligations) is limited to three times the tour price, insofar as traveller losses were not culpably caused by Riverside Collection GmbH & Co. KG. Any claims beyond this pursuant to international treaties or such that relate to statutory regulations remain unaffected by the limitation. When asserting any claims against Riverside Collection GmbH & Co. KG travellers must offset the amount that they have received as a result of the same incident as compensation or as reimbursement as a result of a reduction pursuant to international treaties or such that relate to statutory regulations.

9.2 Riverside Collection GmbH & Co. KG shall not accept any liability for service disruptions, personal injury and damage to property in connection with services that are merely brokered as third-party services (e.g. excursions, sport events, visits to the theatre, exhibitions, carriage services from and to the specified start and destination location), if this service was clearly designated as a third-party service in the tour specification and the booking confirmation and with disclosure of the brokered contractual partner, so that it is recognisable to travellers that these services are not a constituent of the tour services of Riverside Collection GmbH & Co. KG.

10. UNCLAIMED SERVICES

If a traveller does not claim individual tour services that have been correctly offered to them for reasons for which the traveller is responsible (e.g. due to a premature return journey), they shall have no claim to any pro rata refund of the tour price. Riverside Collection GmbH & Co. KG will attempt to obtain a refund of the saved expenses from the relevant service provider. This obligation shall lapse if fully insignificant saved services are involved.

11. TRAVELLERS' COOPERATION DUTIES

11.1 Travellers must inform Riverside Collection GmbH & Co. KG or the travel agent through which they booked the tour if they do not receive necessary travel documents (e.g. flight ticket, hotel voucher) within the deadline notified by Riverside Collection GmbH & Co. KG.

11.2 If a tour is not free of tour defects, travellers may demand redress. Travellers are obliged to submit their notice of defects without delay to the tour guide on site. If there is no tour guide available at the holiday location, any tour defects must be reported to Riverside Collection GmbH & Co. KG at its registered office. If a tour was booked through a travel agent, these defects can also be reported to the relevant travel agent. The availability of tour guides or of Riverside Collection GmbH & Co. KG will be reported in the service specification, however, in the tour documents at the latest. Tour guides are instructed to provide redress, if this is possible. However, they are not authorised to recognise traveller claims. If as a result of a culpable omission of a notice of defects Riverside Collection GmbH & Co. KG could not provide redress, travellers cannot assert either reduction claims pursuant to Section 651m BGB or claims to compensation pursuant to Section 651n BGB.

11.3 If a traveller wishes to terminate a travel agreement due to a tour defect described in Section 651i (2) BGB, provided it is significant, pursuant to Section 651i BGB the traveller must set Riverside Collection GmbH & Co. KG an appropriate deadline to provide redress in advance. This does not apply only if Riverside Collection GmbH & Co. KG refuses to provide re-

dress or if immediate redress is necessary.

12. ASSERTING CLAIMS

Travellers must assert claims made pursuant to Section 651i (3) BGB against Riverside Collection GmbH & Co. KG. Such claims may also be asserted via a travel agent, if the package tour was booked through this travel agent.

13. PASSPORT, VISA AND HEALTH PROVISIONS

13.1 Travellers must comply with all laws, official orders, regulations and travel provisions (requirements) of countries and ports affected by the tour, as well as all rules and instructions given by Riverside Collection GmbH & Co. KG and the third parties it commissions.

13.2 Pursuant to Section 651d (1) in conjunction with Art. 250 (3) 6 EGBGB Riverside Collection GmbH & Co. KG will inform travellers about general passport and visa requirements, as well as health formalities of the country of destination, including the rough deadlines for obtaining any visa that may be necessary, before the conclusion of the agreement, as well as about any changes that may occur before the commencement of the tour. For this purpose, it is assumed that there are no peculiarities in the person of a traveller or any cotravellers (e.g. dual nationality, statelessness).

13.3 Travellers are responsible for procuring and carrying officially required travel documents, for any vaccinations that may be necessary, as well as for complying with customs and foreign exchange regulations. Any costs that may be incurred for this shall be solely borne by travellers. All disadvantages that accrue from noncompliance with these regulations, such as the payment of cancellation costs, fines, penalties and other expenses, or also any additional travel costs incurred, shall be borne by travellers, except if such disadvantages are caused by a lack of information provided by Riverside Collection GmbH & Co. KG. Travellers are obliged to refund immediately any funds that Riverside Collection GmbH & Co. KG must pay or deposit in this connection.

13.4 Travellers must provide Riverside Collection GmbH & Co. KG with all the personal data (manifest data) that is required for the relevant tour six weeks at the latest before the commencement of the tour, and must guarantee that the manifest data given corresponds with the data in their travel documents (e.g. passport or ID). In the event of bookings made from six weeks before the commencement of the tour, manifest data must be provided without delay.

14. PERIOD OF LIMITATIONS

14.1 Traveller claims in the event of tour defects pursuant to Section 651i BGB become timebarred in two years. The peri-

od of limitations begins on the date on which the booked tour should end in accordance with the agreement.

14.2 If negotiations about a claim, or the circumstances that establish a claim, are held between a traveller and Riverside Collection GmbH & Co. KG, the period of limitations shall be suspended until the date on which Riverside Collection GmbH & Co. KG rejects the claims in writing.

15. SPECIAL REGULATIONS IN CONNECTION WITH PANDEMICS

15.1 The Parties agree that Riverside Collection GmbH & Co. KG will always provide the agreed tour services in collaboration with service providers in compliance with and in accordance with the applicable official requirements and regulations that apply at the point in time of the tour.

15.2 Travellers must comply with the appropriate rules or restrictions on use of Riverside Collection GmbH & Co. KG or of the relevant service provider when claiming tour services. In the event typical symptoms of illness occur, the affected traveller must inform Riverside Collection GmbH & Co. KG, the tour guide employed on site or the service provider without delay.

16. DATA PROTECTION

Riverside Collection GmbH & Co. KG handles customer data responsibly. The personal data (e.g. name, address, telephone number etc.) given within the scope of your booking will be stored, processed and used to settle the tour or to meet statutory provisions.

17. OPERATING AIR CARRIER

If in variance from Section 3.2 in an individual case return carriage by air is part of the tour service, the following applies:

Riverside Collection GmbH & Co. KG will inform the relevant traveller of the identity of the operating airline or operating airlines of all the air carriage services that will be provided within the scope of the tour. If on registration the operating airline or the operating airlines has/have not yet been set, Riverside Collection GmbH & Co. KG will specify the airline or airlines as soon as Riverside Collection GmbH & Co. KG knows which the operating airline or operating airlines will be, however, on dispatch of the detailed information about the booked tour at the latest. If the airline specified to the customer as the operating airline changes, Riverside Collection GmbH & Co. KG will inform the relevant traveller of the change as quickly as possible. The "Community list" of aviation companies whose operations are prohibited in the EU can be viewed on the internet at <https://www.eu-info.de/leben-wohnen-eu/> or at www.lba.de. The conditions of carriage of the relevant airline apply.

18. CHOICE OF LAW AND COURT OF JURISDICTION

18.1 The law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods [CISG] of 11 April 1980 applies to this Agreement. This choice of law applies to consumers insofar as the protection granted by mandatory provisions does not withdraw the protection granted by mandatory provisions of the state in which the relevant traveller is ordinarily resident and upon which Riverside Collection GmbH & Co. KG has oriented its activities.

18.2 The court of jurisdiction for lawsuits filed by travellers is Hamburg. The relevant traveller's place of residence is authoritative for lawsuits filed against travellers by Riverside Collection GmbH & Co. KG. Hamburg is agreed to be the court of jurisdiction for lawsuits filed against travellers that are merchants, legal persons under public or private law, or persons whose usual place of residence or domicile is abroad, or whose usual place of residence is not known at the point in time the lawsuit is filed.

18.3 The preceding provisions do not apply if and insofar as contractual provisions that allow no derogation from statutory provisions of international treaties that apply to this contractual relationship result in anything to the contrary in favour of the relevant traveller. Riverside Collection GmbH & Co. KG currently does not take part in the arbitration proceedings of a consumer arbitration service.

19. ABTOT

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Riverside Luxury Cruises #5741, and in the event of their insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Riverside Luxury Cruises.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>

You can find out more about ABTOT here:
<https://www.abtot.com/>