

Entry requirements

The customs regulations specified in the Schengen Treaty apply for countries that belong to the EU. No weapons (knives, firearms etc.), ammunition, explosive/flammable objects and drugs **should** be taken on board. Please note that the individual countries **on route** have different regulations about the import and export of goods and/or foreign currency. Your travel agency and/or the relevant consulate will gladly provide you with information about these regulations if necessary.

Travel documents:

You require a passport valid for at least 6 months. It is the responsibility of all passengers to ensure they have the correct travel documents. Visas that may be needed to enter Serbia are issued locally. We recommend that all guests carry a photocopy of their passport in their luggage.

All disadvantages, particularly the payment of cancellation costs that are suffered as a result of failure to comply with these regulations shall be at the expense of the customer, except if they are attributable to the negligent provision of inaccurate information by A-ROSA Flussschiff GmbH.

The following applies to all countries entered:

Personal belongings can be imported free of charge. The possession of drugs and narcotics is punished by imprisonment and large fines, as is the importing of pornographic material.

Health regulations:

Vaccinations are not compulsory. Children should have had the appropriate vaccinations for their age as specified in the vaccination calendar. Remember to obtain effective protection to prevent and treat insect bites (particularly in the Danube delta) and to bring a sunscreen product with you that has a high protection factor.

Travellers should inform themselves in good time about protection against infection and vaccinations as well as about other prophylactic measures and, if necessary, obtain medical advice.

The passport/identity card must be deposited on board (reception) for clearing procedures with authorities from the beginning to the end of the trip.

A-ROSA travel conditions

Dear Customer, please read the following travel conditions carefully. They form part of the travel contract concluded with you.

1. Registration and conclusion of the travel contract

1.1. In submitting his registration, the customer makes a binding offer to A-ROSA Flussschiff GmbH to conclude a travel contract on the basis of the travel brochure and/or the description of the holiday and all the information contained in them as well as these travel conditions. This can be done in writing, orally, by telephone or electronically.

1.2. The contract is exclusively valid by means of the written booking confirmation and/or invoice issued by A-ROSA Flussschiff GmbH. If the booking is made by a travel agency, the travel contract becomes binding, when A-ROSA Flussschiff GmbH confirms the booking to the customer in writing travel agency. The electronic confirmation of an Internet booking does not represent acceptance of the travel contract. A-ROSA Flussschiff GmbH is not obliged to explain the reason to why a registration is not accepted to the customer.

1.3. The person confirming the booking must have the authority to contract on behalf of all other people going on the holiday. This person is stating that all persons named on the booking have accepted these booking conditions. The leading passenger is responsible for the full cost of the holiday, including any insurance premiums and cancellation and amendment charges.

1.4. If the customer books his trip online, he is liable for entry faults in the booking mask. This does not apply to faulty input that is attributable to wrong specifications made by A-ROSA Flussschiff GmbH or to technical errors in transmission of the offer to conclude a travel contract.

1.5. If the content of the booking confirmation differs from the content of the application, A-ROSA Flussschiff GmbH is committed to this new offer for 10 days. The travel contract is effective on the basis of the new offer if the customer accepts the offer within this period by means of an explicit statement, down or final payment or by setting off on the trip.

2. Payment

2.1. After conclusion of the contract (receipt of the booking confirmation) and receipt of the security note specified in § 651k of the German Civil Code (BGB), a deposit of 15% of the holiday price (at least € 100,- per person) is due.

The complete premium for insurance cover arranged via A-ROSA Flussschiff GmbH is due with the deposit.

2.2. A reminder will be issued, if the deposit payment is not made within 10 days after it is due. After a further 10 days without payment being made, A-ROSA Flussschiff GmbH reserves the right to withdraw from the travel contract and to charge the customer cancellation costs as specified in Section 6.

2.3. The final payment of the holiday price is due 30 days before departure at the latest, providing the security note has been received.

2.4. After complete payment has been received, the travel documents will be sent out, but at the earliest 3 weeks before departure.

2.5. The security note is on the 2nd page of the booking confirmation printed out by the travel agent or attached to the booking confirmation that is sent out directly by A-ROSA Flussschiff GmbH.

3. Services and prices

3.1. The service commitment assumed by A-ROSA Flussschiff GmbH is based exclusively on the contents of the booking confirmation in connection with the brochure and/or the advertisement of the holiday, considering all information and explanations given. The confirmation of the trip is authoritative in the case of inconsistencies.

3.2. The information containing in the brochure and/or the advertising for the trip are fundamentally binding to A-ROSA Flussschiff GmbH, if they have become the basis for the travel contract. A-ROSA Flussschiff GmbH reserves the right to make changes to the catalogue information and/or the advertising for the trip for objectively justified reasons before the contract is concluded. A-ROSA Flussschiff GmbH will inform the customer about changes before a booking is made.

3.3. Service providers (e.g. hotels, airlines) and travel agencies are not authorised by A-ROSA Flussschiff GmbH to issue guarantees or make arrangements that go beyond the information in the catalogues and/or the advertising for the trip or the booking confirmation or that contradict the latter or change the confirmed content of the travel contract.

3.4. Location and hotel prospectuses from service providers (e.g. hotels, local agencies etc.) are not part of the travel contract and are therefore not authoritative for the contractual services to be provided by A-ROSA Flussschiff GmbH, unless they have been made contents of the contractual services by agreement between the parties to the contract.

3.5. Connecting transport by train/bus/plane must be organised and/or booked by the customer himself.

A-ROSA Flussschiff GmbH is prepared to make appropriate transport arrangements on request. As A-ROSA Flussschiff GmbH acts exclusively as an intermediary, A-ROSA Flussschiff GmbH does not assume any further liability above and beyond that of an intermediary.

3.6. Any discounts relating to the age of a customer depend on the departure date.

4. Changes in Services and Prices

4.1. Changes to or deviations from the agreed content of the travel contract that have become necessary after the contract has been concluded and that have not been made in bad faith by A-ROSA Flussschiff GmbH, are allowed, providing the changes or deviations are not substantial, do not lead to a major change in the service provided and do not have an adverse impact on the overall structure of the holiday. The same applies to changes to travel times and/or routes on river journeys (primarily for safety or weather reasons), for which the boat captain is sole responsible.

4.2. It is possible on river journeys that in case of high or low water conditions which cannot be foreseen in good time, changes to planned routes and/or a switch to a different vessel are made. Sections of the route could be cancelled completely or partly or have to be travelled by different means of transport and the excursion programmes could have to be cancelled or changed. In isolated cases overnight accommodation in hotels may become necessary.

4.3. Any warranty rights remain unaffected, if the amended services are deficient. A-ROSA Flussschiff GmbH is obliged to inform the customer promptly about differences in the services provided. In the case of a substantial change to a major service on the holiday, the customer is entitled to cancel the travel contract free of charge or to demand participation in an at least an equivalent holiday if A-ROSA Flussschiff GmbH is able to offer such a trip from its programme at no extra charge to the customer. The customer is required to exercise these rights to A-ROSA Flussschiff GmbH directly after the changes have been announced.

This provision shall not apply to a change in the advertised sequence of the trip or a switch to a different vessel of the A-ROSA fleet.

4.4. If the transport costs - particularly fuel costs - that applied when the travel contract was concluded increase, A-ROSA Flussschiff GmbH is entitled to increase the price of the trip in accordance with the following calculation:

a) In the case of an increase that relates to the seat, A-ROSA Flussschiff GmbH is entitled to demand the amount of the increase from the customer.

b) In other cases, the additional transport costs demanded by the transport company are divided by the number of seats that has been arranged. A-ROSA Flussschiff GmbH can request the increased amount for the individual seat calculated from the customer.

4.5. If tax changes are made, A-ROSA Flussschiff GmbH can adjust the advertised prices accordingly. This applies exclusively to the services affected (date: 11/2006).

4.6. If fees, such as port or airport charges, are increased for the A-ROSA Flussschiff GmbH after the travel contract has been concluded, the price of the holiday can be increased by the relevant pro rata amount

4.7. If the exchange rates change after the travel contract is concluded, the price of the holiday can be increased to the extent that the holiday has become more expensive for A-ROSA Flussschiff GmbH as a result.

4.8. An increase is only allowed if there are more than 4 months between conclusion of the contract and the agreed departure date and the circumstances leading to the increase did not exist before the contract was concluded and could not be foreseen by A-ROSA Flussschiff GmbH when the contract was finalized.

4.9. A-ROSA Flussschiff GmbH is required to inform the customer promptly, if a subsequent change is made to the price of the holiday. Price increases from the 20th day before departure onwards are ineffective. If prices are increased by more than 5%, the customer is entitled to cancel the travel contract free of charge or to demand participation in what is at least an equivalent holiday, if A-ROSA Flussschiff GmbH is able to offer such a holiday from its programme at no extra charge to the customer. The customer is required to exercise this right to A-ROSA Flussschiff GmbH immediately after the latter has announced the price increase.

5. Cancellation by A-ROSA Flussschiff GmbH

5.1. A-ROSA Flussschiff GmbH is entitled to cancel the travel contract after departure, if the customer persistently disturbs the performance of the journey in spite of a reprimand from A-ROSA Flussschiff GmbH or if the customer breaches the contract to such an extent that immediate cancellation of the contract is justified. This applies in particular to criminal offences on the part of the customer. If

A-ROSA Flussschiff GmbH cancels the contract, it retains the right to the price of the holiday; it does, however, have to deduct the value of the expenses saved and the benefits it enjoys as a result of use of the services not provided to the customer in question for other purposes, including the amounts credited to it by the service providers. The staff deployed by A-ROSA Flussschiff GmbH and the vessel personnel are expressly authorised to protect the interests of A-ROSA Flussschiff GmbH in these cases. Luggage may only contain personal belongings. Travellers are in particular not allowed to take weapons, ammunition, explosive or flammable substances on board the riverboats. Drugs may not be consumed or taken on board the A-ROSA riverboats.

Customers who fail to observe these rules can be excluded from further transport on the A-ROSA riverboats without any compensation. In accordance with international treaties, drug offences are reported to the local authorities.

5.2. A-ROSA Flussschiff GmbH can cancel the travel contract up to 2 weeks before the holiday begins, if the minimum number of 110 participants specified in the advertising for the holiday is not reached. A-ROSA Flussschiff GmbH is obligated to inform the customers about this situation as soon as the reason for cancellation of the holiday has occurred and to provide him/her with the cancellation statement without any delay.

In case of cancellation, the customer is entitled to demand participation on an equivalent holiday, if A-ROSA Flussschiff GmbH is able to offer such a holiday from its programme at no extra charge to the participant. The attendee is required to exercise this right to A-ROSA Flussschiff GmbH directly after the latter has issued the cancellation statement.

6. Cancellation by the customer

6.1. The customer is entitled to cancel the journey at any time before it begins. The receipt of the cancellation statement by A-ROSA Flussschiff GmbH is relevant. It is strongly recommended that the customer submits the cancellation in writing, in his own interests and that appropriate evidence is available.

6.2. Whenever the customer cancels the travel contract, A-ROSA Flussschiff GmbH is entitled to the following charges - per person in each case - as compensation, taking into account expenses that are generally saved and use of the travel service for other purposes that is generally possible:

a) Standard amount for A-ROSA SELECT bookings (excluding arrival by train or plane): cancellation up to the 30th day before departure 10%

29 to 22 days before departure 30%

21 to 15 days before departure 50%

14 to 7 days before departure 60%

6 to 1 day before departure 80%

On the day of arrival or in the case of no show 90%

b) Special amount for A-ROSA SMART bookings (excluding arrival by train or plane): cancellation

up to the 30th day departure 20%

29 to 22 days before departure 45%

21 to 15 days before departure 65%

14 to 7 days before departure 75%

6 to 1 day before departure 80%

On the day of arrival or in the case of no show 90%

c) Special amount for A-ROSA SPONTAN bookings (excluding arrival by train or plane): cancellation

up to the 30th day before departure 40%

29 to 22 days before departure 55%

21 to 15 days before departure 65%

14 to 7 days before departure 75%

6 to 1 day before departure 80%

On the day of arrival or in the case of no show 90%

d) Bookings with arrival by plane

When bookings that include a flight are cancelled, the following conditions apply to the flight in addition to the above-mentioned charges relating to the boat part of the journey:

Up to 22 days before departure 30%

21 to 15 days before departure 50%

14 to 7 days before departure 60%

6 to 1 day before departure 80%

On the day of arrival or in the case of no show 90%

e) The standard charge (6.2.a.) applies to special packages booked additionally via a differentiated booking code, such as sports packages, train reservations and extension hotels.

f) Bookings with insurance coverage

When bookings that include cancellation insurance are cancelled, the amount indicated in Sections 6.2. a-c is increased by the full insurance premium.

If other insurance coverage has been booked, of which the cancellation insurance is part off, the latter is charged fully with the other insurance coverage being charged at the standard rates (6.2. a).

6.3. It is possible in principle to provide a substitute person. A-ROSA Flussschiff GmbH charges € 50,- per person for a change in passenger with reference to the boat services alone. Costs that incurred due to a change in any additional services that have been booked (flights etc.) are charged in full to the person who made the booking.

6.4. The customer is always at liberty to provide evidence to A-ROSA Flussschiff GmbH that the latter has suffered no damage at all or considerably lower damage than the charged amount.

7. Booking changes

7.1. Booking changes up to 30 days before departure:

a) Bookings with A-ROSA SELECT prices:

€ 25,- per person, provided a booking change is being made within A-ROSA SELECT and a firm booking is involved.

The charge increases to € 100,- per person for booking changes from A-ROSA SELECT to A-ROSA SMART and to € 300,- per person for booking changes to A-ROSA SPONTAN.

b) Bookings with A-ROSA SMART prices:

€ 100,- per person, provided a booking change is being made within A-ROSA SMART and a firm booking is involved.

The charge increases to € 300,- per person for booking changes from A-ROSA SMART to A-ROSA SPONTAN.

c) Bookings with A-ROSA SPONTAN prices

A charge of € 300,- per person is made for A-ROSA SPONTAN booking changes.

d) Bookings with arrival by plane

If changes are being made to bookings that include arrival by plane, the amount indicated in Section 7. a-c increases by € 80,- per person.

e) Bookings with additional services

A standard amount of € 25,- per person applies to booking changes relating to additional special packages booked via a differentiated booking code, such as sports packages, train reservations and extension hotels. This amount does not have to be paid if a booking change charge appropriate for the price category involved is already being made due to a booking change in the boat services.

7.2. Booking changes from 29 days before the trip begins onwards

Any requests for booking changes that reach A-ROSA Flussschiff GmbH from 29 days before departure can only be satisfied, if at all, after the customer has cancelled the travel contract on the above-mentioned conditions and has re-registered at the same time. This does not apply to booking changes that only cause minimal costs.

7.3. Processing, cancellation and booking change charges are due immediately.

8. Services that are not used

If the customer does not use individual services that were offered to him properly for reasons that are attributable to him (e.g. because the customer has returned home early or for other urgent reasons), he has no right to pro rata reimbursement of the price of the trip.

9. Warranty, cancellation by the customer and notification of claims

The obligation on the part of the customer to notify faults is based on § 651 d Paragraph 2 of the BGB. It is specified on journeys with A-ROSA Flussschiff GmbH that the customer is required to notify faults promptly to the travel management deployed by A-ROSA Flussschiff GmbH and to demand remedy. Claims by the customer do not lapse only if notification of faults is not made for reasons for which he is not responsible for.

9.1. Loss of or damage to luggage must be indicated to the transport company immediately. This applies in particular to the loss of flight baggage. The transport company is obliged to issue a written confirmation. There is the risk of a loss of rights if such loss or damage is not reported.

9.2. The customer is required to submit claims because of failure to provide the journey in accordance with the contract within one month of the contractually planned end of the trip. Such claims can only be made within the specified period after the end of the journey and only to A-ROSA Flussschiff GmbH at the address given below. After the end of the specified period, the customer can only make claims if he has been prevented from observing the deadline for reasons for which he is not responsible. This does not, however, apply to the deadline for reporting damage to luggage, delays in the delivery of luggage or the loss of luggage in connection with flights. These claims must be made within 7 days.

10. Liability limitation

10.1. The contractual liability held by A-ROSA Flussschiff GmbH for damage that is not personal injury (including liability for the violation of obligations before, alongside or after the contract) is limited to three times the price of the holiday, providing that:

a) Damage has not been caused to the customer by A-ROSA Flussschiff GmbH intentionally or due to gross negligence or

b) A-ROSA Flussschiff GmbH alone is responsible for the damage that the customer has suffered for reasons attributable to a service provider.

10.2. For all claims to damages made against A-ROSA Flussschiff GmbH, its employees and subcontractors due to illegitimate acts that are not attributable to intent or gross negligence, A-ROSA Flussschiff GmbH, its employees and subcontractors are liable for damage to property up to € 4 100,-. If three times the price of the holiday exceeds this amount, the liability for damage to property is limited to three times the price of the holiday. These maximum liability amounts apply in each case per customer and journey. Any claims that go beyond this in connection with luggage in accordance with the Montreal Convention are not affected by this limitation.

10.3. These rules apply to the employees and subcontractors of A-ROSA Flussschiff GmbH as well.

10.4. A-ROSA Flussschiff GmbH is not liable for problems, personal injury or damage to property in connection with services that are merely arranged as external services (e.g. excursions, sports events, visits to theatres, exhibitions, transport services to and from the advertised starting location and final destination), if these services are identified expressly and clearly in the advertising for the holiday and the booking confirmation as external services - indicating the contractual partner with whom the arrangements have been made - that it is apparent to the customer that they are not part of the travel services provided by A-ROSA Flussschiff GmbH. This particularly applies to transport when arriving with the Deutsche Bahn railway company / by bus. A-ROSA Flussschiff GmbH is not then liable for the provision of transport services; the transport company is liable instead, in accordance with the transport conditions that are available from the travel agency.

A-ROSA Flussschiff GmbH is, however, liable

a) for services that include transport of the customer from the advertised starting location for the trip to the advertised destination, interim transport during the trip and accommodation during the trip,
b) for damage to the customer that has been caused by a failure on the part of A-ROSA Flussschiff GmbH to fulfil its information or organisation obligations.

10.5. If A-ROSA Flussschiff GmbH has the position of a contractual shipping company, the liability involved is determined by the provisions of the German Commercial Code (HGB) as well as by the provisions of the German Inland Waterways Act.

11. Passport, visa and health requirements

11.1. Every traveller is required to take a valid passport with him on the A-ROSA riverboats.

11.2. A-ROSA Flussschiff GmbH provides information in the catalogue and/or the advertising for the holiday about the mandatory passport and visa rules that apply in the individual countries entered during the journey.

11.3. A-ROSA Flussschiff GmbH will inform the customer about any changes in the regulations indicated in the advertising for the holiday before the contract is concluded.

11.4. To the extent that A-ROSA Flussschiff GmbH fulfils its obligation to provide information in accordance with the legal regulations, the customer is required to observe the regulations that apply to the trip himself, unless A-ROSA Flussschiff GmbH has expressly undertaken to obtain any visas, certificates etc.

11.5. If A-ROSA Flussschiff GmbH has taken over responsibility for obtaining them in individual cases, it is not liable for the issuing of such documents in good time and the receipt of them in good time even so, unless it is responsible for the delay.

12. Limitation period

12.1. The customer and A-ROSA Flussschiff GmbH agree to shorten the legal limitation period for claims by the customer against A-ROSA Flussschiff GmbH for whatever legal reason - but with the exception of claims by the customer relating to unauthorized acts - to one year. The limitation period begins on the day on which the trip was supposed to end according to the contract. This also applies in particular to claims relating to the violation of commitments prior to the contract and of auxiliary commitments arising out of the travel contract.

12.2. If negotiations about the claim or the circumstances on which the claim is based are being held between the customer and A-ROSA Flussschiff GmbH, the limitation period is suspended until the customer or A-ROSA Flussschiff GmbH refuses to continue the negotiations. The limitation period ends at the earliest 3 months after the end of the suspension.

13. Assignment

Assignment of any claims by the customer for whatever legal reason to third parties, including spouses, shall not be allowed. Court enforcement of the above-mentioned claims made by the customer by third parties in their own name is not allowed either.

14. Choice of law and place of jurisdiction

14.1. German law alone applies to the entire legal and contractual relationship between the customer and A-ROSA Flussschiff GmbH.

14.2. To the extent that German law is not generally applied in the case of legal action taken by the customer against A-ROSA Flussschiff GmbH outside Germany in relation to liability on the part of A-ROSA Flussschiff GmbH, German law alone applies with respect to the legal consequences, particularly regarding the nature, scope and size of claims by the customer.

14.3. The customer can only take legal action against A-ROSA Flussschiff GmbH at the latter's registered office.

14.4. The customer's place of residence determines where legal action by A-ROSA Flussschiff GmbH against the customer is taken. As far as legal action is concerned against customers and/or contractual partners in the travel contract, who are merchants, legal entities under public or private law or persons whose place of residence or habitual place of abode is outside Germany or whose place of residence or habitual place of abode is not known at the time when legal action is taken, the registered office of A-ROSA Flussschiff GmbH (A-ROSA Flussschiff GmbH, Steinstrasse 9, 18055 Rostock, Germany) is the agreed place of jurisdiction. The above-mentioned provisions do not apply,

a) if and to the extent that provisions of international agreements which apply to the travel contract between the customer and A-ROSA Flussschiff GmbH and which cannot be excluded in contracts make different stipulations in favour of the customer or

b) if and to the extent that provisions which apply to the travel contract and cannot be excluded in the EU member state to which the customer belongs are more favourable for the customer than the subsequent provisions or the relevant German regulations.

15. Ineffectiveness

The ineffectiveness of individual provisions of the travel contract does not make the entire travel contract ineffective.

These travel conditions and all the information provided in the brochure reflect the situation in June 2006 and are subject to alterations and errors. They apply to all holidays included in this catalogue.

16. Vouchers

A-ROSA vouchers are valid for 3 years. Prices apply for 12 months. The catalogue price applies in the case of all services. The A-ROSA vouchers do not entitle the holder to cash payment for the services or amounts. A-ROSA vouchers are only issued in return for advance payment. Vouchers are issued with a minimum value of € 50,-.

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