

The **Bermark Incoming GmbH** provides travel services in packet form to principal, business partners and companies, who undertake the journey in its own name and for its own account and offer to act as promoters. The Bermark Incoming GmbH is not a travel agent within the meaning of travel law. The terms and conditions apply to all contracts with our contract partners. Changes in the terms and conditions of our customers will only apply if Bermark Incoming GmbH approved in writing by or lists as a change in the reservation confirmation.

1. Conclusion of Contract

An order by the contracting authority may in writing, verbally or by email. The contract is concluded by our written confirmation or invoice.

2. Services

Contractual services are binding according to our travel confirmations. Ancillary agreements must generally be in writing. Minor changes to the agreed travel services are permitted by the entirety of the trip is not affected. The Bermark Incoming GmbH is entitled, if between the conclusion and the travel period of more than 4 months to increase the tour price as permitted by law. Precise information for calculating the new price must be shown in this case. In addition, the Bermark Incoming GmbH is obliged to inform the customer immediately after learning of the change reason of any intention to legally permissible price increase. Any price increase that is required after the 20th day prior to the agreed departure date is not valid. With the increase of the price after the contract by more than 5 % of the total price the customer may withdraw from the contract free of charge. The client is obliged to to withdrawal immediately after the receipt of the change notice to Bermark Incoming GmbH in writing. The Bermark Incoming GmbH reserves the right, during the year to make price adjustments, where unreasonable charges such as city tax , Culture royalties , changes in VAT rates , etc. by the community , the country or by the Government of the Federal Republic of Germany are imposed.

3. Obligations

The Bermark Incoming GmbH is a merchant for the trip preparation, careful selection of the service providers and the fulfillment of the contracted services.

4. Obligations of the Client

The client is tour operator in accordance with § 651 a BGB or a business as a merchant or a legal person. Any complaints must be reported immediately on the spot and confirmed in writing by the service providers.

5. Warranty

Failure to supply the contracted service, is entitled to a remedy with the help of the client. Can this workaround not be done we have the right to price reduction. Requirement is to display the defects on the spot. Claims must also be made within one month of the end of the trip. Claims for lack of travel services, subsequent impossibility and the breach of obligations expire six months after the end of the trip. If the traveler submits after the contractual end of the trip claims within a month, so long as the limitation is suspended until the written rejection by the Bermark Travel Marketing GmbH takes place.

6. Payment

The Bermark Incoming GmbH is entitled to demand from 6 weeks before commencement 20% of the expected total revenue as a prepayment. A deposit account is sent to the customer. Different conditions can be listed in the travel confirmation. The full price must be credited to our account until 14 days before departure. In case of exceeding of deadlines Bermark Incoming GmbH is entitled, after due notice, to cancel the trip. Cancellation fees must be paid as compensation. If the purchaser current payments in default and has not paid even after a reasonable grace period, the Bermark Incoming GmbH may cancel the contract by itself. For bank transfers from non-EU countries: All applicable fees will be charged to your account.

7. Withdrawal, cancellation and partial cancellation

Cancellation by the client is calculated according to the following cancellation rates:

Until 42 days before arrival	no
41 - 28 days prior to arrival	20 %
27 - 15 days prior to arrival	40 %
14 - 07 days prior to arrival	80 %
06 - 01 days prior to arrival	90 %
Day of arrival	100% Cancellation fee of the total amount.

Failure to travel without prior written notification of the organizer only saved expenses will be reimbursed. If the cancellation conditions differ, Bermark Incoming GmbH has offered separately out.

For trips that include tickets for cultural events, the tickets will be charged in full upon cancellation, if resale is not possible. Decisive for the running of the time limits is the receipt of the written notice of cancellation by Bermark Incoming GmbH. The client has the right to prove Bermark Incoming GmbH that damage by the resignation has not arisen or that the damage is considerably lower than the said lump-sum compensation.

8. Force majeure

If a trip is due to unforeseeable force majeure disturbed or prevented, either party may withdraw. The client has to pay in any case have been booked and services from third parties.

9. Legal responsibility

The liability of the tour operator for damages other than personal injury is limited to three times the tour price, provided that the damage traveler was caused intentionally or by gross negligence, or if Bermark Incoming GmbH incurred for the contract partner, damage to a solely because of service provider is responsible.

10. Passport, customs and health regulations

The client is responsible for complying with the passport, visa, customs, currency and health regulations.

11. Jurisdiction

The contract partner can sue Bermark Incoming GmbH at its registered office. For suites of Bermark Incoming GmbH against the contract partner's place of main office is decisive. Unless the suit is directed against entrepreneurs or persons who have transferred their residence abroad after conclusion or their habitual residence at the time of action is not known. In these cases, the main office of the Bermark Incoming GmbH is decisive.

12. General provisions

The correction of typographical errors and obvious calculation and calculation errors is reserved. The invalidity of individual provisions justified in principle not affects the validity of the travel contract as a whole.

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