

## **pm2am-Student**

**Trips c/o pm2am GmbH & Co.KG,**  
Ottenbrucher Str. 22  
42105 Wuppertal  
Deutschland

### **TERMS AND CONDITIONS**

## **INTRODUCTION**

These terms and conditions apply to all services and sales offered by pm2am - Student Trips subsidiary of pm2am GmbH & Co.KG whose registered office is as stated above. For ease of readers, terms and conditions will be addressed as T&C throughout the document. This document was rephrased and updated on December, 5th 2015 and is valid with immediate effect.

By making a booking with us you confirm your acceptance of these T&C. This agreement is between you, the participating passenger / customer (henceforth referred to as "you") and pm2am – Student Trips c/o pm2am GmbH & Co. KG, (henceforth referred to as "pm2am")

In these T&C: "we" or "us" or "our" means pm2am – Student Trips c/o pm2am GmbH & Co. KG, "you" means the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these T&C "Participant" includes you and any other person taking part in the purchase.

## **1 BOOKING AND PAYMENTS**

1.1 To make a booking and guarantee your seat on any pm2am trip, you must provide payment in full with any one of the available payment options. Pm2am accepts a booking on the understanding that full payment has been collected and held by pm2am directly, or by one of our authorized payment partners.

1.2 All prices are quoted, processed and received solely in Euro (€) currency. Pm2am is not liable for any currency conversion fee charged by 3rd Party banks.

1.3 Upon receipt of full payment, confirmation of your booking is subject to availability and at the discretion of pm2am. Pm2am will reserve your seat on the selected trip. But it is solely the responsibility of you, the customer, to check the accuracy of the booking information and the dates of travel.

1.4 As confirmation of your booking, pm2am will issue you a booking confirmation with a booking ID. This confirmation document is required for participation in the selected tour. This document is to be presented at the time of boarding along with a valid ID or Passport. Pm2am

representative reserves right to deny entry to the bus, if booking information are found to be untrue or in violation of our T&C.

## 2. TOUR DESCRIPTION

2.1 Unless otherwise stated in the tour description, pm2am provides round-trip transportation on a private chartered bus, and shared accommodation for the specified number of nights of the trip. This excludes day trips, which are offered with no accommodation. Shared accommodation varies from trip to trip and can include but is not limited to 4,6,8, & 10+ person dormitory rooms. Room preference is subject to availability and is in discretion of pm2am representatives allocating the rooms.

2.2 Description of the trip is indicative and pm2am reserves right to amend/ change the execution of trips due to circumstantial reasons. This includes cancellation of trip itself with full refund.

2.3 All pm2am trips include a “teamer” to help you with the basic logistics of your trip. The teamer will assist you during check-in at the provided accommodation and provide you with basic information concerning recommendations of what to do and what to see. Pm2am teamers are NOT professional guides, are not responsible for providing guided excursions, walking tours, extensive historical knowledge or anything other than advice with the basic logistics of your trip.

## 3. CONTRACTING PARTIES

3.1 The booking conditions detailed herein contain the entire contract between you and pm2am. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation.

3.2 Your contract is with pm2am GmbH & Co. KG. pm2am reserves the right to nominate to you in writing any other company or person to have the benefit of some or all of the provisions of this contract, which pm2am may then specify, as if you had agreed to the provisions concerned directly with that company or person.

3.3 pm2am acts as a booking agent and contracts directly with coaches, boats, hostels, hotels and other service providers. All bookings with carriers and other service providers are subject to their T&C and limitations of liability. It is important to note that some of these limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. pm2am cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third parties.

3.4 Travel and accommodation arrangements provided by pm2am are contracted to third party providers. They are subject to the T&C, and limitations of liability imposed by the service provider. By booking and paying for a tour, you agree to and accept the T&C in this document.

## 4. PASSENGER RESPONSIBILITIES

4.1 It is your responsibility to make sure you have valid travel document like passport, visas, permits and certificates for your selected trip. Pm2am is not liable for any problems, delays or denied entry in the event you are not in possession of valid travel documents. Pm2am teamer reserves the right to deny entry to the bus at any point during the trip, if you are travelling without sufficient documents.

4.2 You agree to comply with the authority of the pm2am teamers, and the laws and regulations of the counties visited, including customs and foreign exchange restrictions. If you do not comply with said reservations, you will be asked by the pm2am travel advisor to leave the trip. You are not eligible for refunds under such circumstances.

4.3 There may be times when the pm2am teamer must make a decision for the safety and/or the best interests of the group. It is a condition of booking that you comply with the authority and decisions of the pm2am teamer. If you do not comply, or if in the opinion of the pm2am teamer you are not compatible with the general enjoyment of the group or the smooth operation of the trip, pm2am reserves the right to refuse to allow you to continue with the trip. You agree that pm2am has the exclusive right to dispel you from a tour at anytime, without any claims or complaints by you against pm2am. In such a case pm2am will not be liable for any refund, compensation, or additional costs incurred by you.

4.4 Any fines / penalties, additional costs and legal consequences arising from any situations mentioned in section 4.1, section 4.2, and section 4.3 will be borne by you with no liability on pm2am.

4.5 You agree to comply and acknowledge the fact that all trips are tailor-made for young adults between the age bracket of 18 through 35 years. Bookers who do not give their real birth date will be denied participation of the trip and a cancellation of their ticket will be carried out based on our cancellations policy lined out in section 9. Passports will be checked upon check-in. If you have a question regarding the age groups, you are welcome to discuss this with a pm2am staff member.

4.6 It is your responsibility to meet the transportation provided by pm2am at the correct time and location for departure. In the event you miss a planned departure, you pay any extra travel costs incurred. Passengers who miss a departure time due to delay or cancellation of incoming transportation are not entitled to a refund. It is your responsibility to check in with the pm2am teamer 15 minutes prior to the specified departure time. Due to the nature of the services provided, pm2am will not be liable if any service departs or arrives later than the specified time, even if as a result you miss a connecting service.

4.7 pm2am may not be held responsible for your personal belongings. It is your responsibility to look after your belongings yourself. pm2am cannot be held responsible for loss, theft or damage to any of your personal belongings, regardless of the circumstances.

4.8 The products offered by pm2am are travel packages consisting of transportation and in some cases also accommodation. pm2am travel advisors cannot offer constant special attention or assistance should you have any physical disability requiring such attention.

4.9 You agree that pm2am may take photographs and films of you while you are participating on a pm2am trip. You agree that these images may be used for marketing purposes by pm2am. These images may be used in, but are not limited to, brochures, websites, print media and promotional videos. These images may be used for publicity and advertising without pm2am obtaining further consent or payment for the use of the images. If you would like to be excluded, please inform the pm2am photographer on the trip and stay away from the camera.

4.10 It is your responsibility to make sure you have valid travel document like passport, visas, permits or certificates for your selected trip. pm2am is not liable for any problems, delays or denied entry in the event you are not in possession of valid travel documents.

## 5. EXTRA ACTIVITIES, EXCURSIONS AND MERCHANDISE SALES

5.1 You will have the opportunity to purchase from pm2am merchandise, extra activities (such as boat party or pub crawl) and excursions at your chosen destination. Extra activities and excursions are not included in the price of your travel package (unless otherwise stated). You are responsible for any additional costs.

5.2 Any activities and excursions purchased by you are run by local operators and you will be subject to their T&C.

5.3 Any activities and excursions purchased through [www.pm2amtrips.com](http://www.pm2amtrips.com) are subjected to cancellation policy stated in section 9.7 of this document, only in case of total cancellation. The activities and excursions purchased during the travel are non-refundable and non-transferable. It is your responsibility to meet the teamer/guide at the designated departure point and time.

5.4 It is your responsibility to keep track of any activity and excursion vouchers or tickets issued to you by pm2am. Lost vouchers or tickets cannot be replaced.

5.5 Image of any merchandise/extra activities/excursions displayed on [www.pm2amtrips.com](http://www.pm2amtrips.com) as an example. However, the actual product/service may differ from photographs.

5.6 If any merchandise/extra activities/excursions are purchased through [www.pm2amtrips.com](http://www.pm2amtrips.com), the reservation of the same cannot be guaranteed until departure. The merchandise mentioned on your ticket will be fulfilled by pm2am teamer on the bus subjected to availability. If pm2am is unable to fulfil this merchandise/extra activities/excursions order, a refund in full (100%) will be made for the same. Pm2am cannot be held liable additionally for any denial of service in such a case. You are not eligible for any additional refunds under such circumstances.

## 6. VOUCHER CERTIFICATES

6.1 Voucher certificates offered by pm2am, can be used with multiple purchases and are linked to your email. However, vouchers are non-transferable and non-refundable.

6.2 The validity of voucher may differ from case to case. The effective validity is as stated on the voucher.

6.3 Redeeming only one voucher certificate per transaction is possible. Voucher certificates can not be clubbed with any other promotions.

6.4 Pm2am does not keep track of voucher usage. Hence it is the sole responsibility of you to maintain the confidentiality of your voucher certificate.

6.5 In case of any suspicious activity, voucher certificates may be disabled at the discretion of pm2am without any prior notice.

## 7. INSURANCE

7.1 There is no travel insurance included in the price of any pm2am tour or package, ticket, or product.

7.2 Pm2am highly recommends that you purchase your own travel insurance that covers all of your travels. Pm2am strongly recommends that you are covered by a comprehensive insurance policy which includes: personal accident, medical expenses, personal baggage, money and public liability.

7.3 Travel Guarantee Our company is bonded by a mandatory German Guarantee Fund. This guarantees the amount that you paid in booking your trip as well as your repatriation in the event of insolvency by pm2am GmbH & Co. KG. The same is attached (Attachment 1) at the end of this document.

## 8. WEATHER, ENVIRONMENTAL, INFRASTRUCTURAL AND POLITICAL CONDITIONS

8.1 Pm2am may not be held responsible for any delay, deviation, or cancellation due to weather conditions. No trip may be cancelled or changed by you at anytime on the basis of weather conditions.

8.2 pm2am may not be held responsible for delays, deviations, or partial cancellations due to labor disputes, border problems, acts of terrorism or other political factors. No trip may be cancelled or changed by you at anytime on the basis of weather conditions.

8.3 Pm2am may not be held responsible for delays due to labor disputes, border problems, acts of terrorism or other political factors. In any such case refund policies as mentioned in section 9.7 of this document.

8.4 Pm2am may not be held responsible for delays due to mechanical failure, road conditions, traffic jams or other issues that may arise and are outside of our control.

## 9. CANCELLATIONS/CHANGES

9.1 Any discounted fares, promotion fares, sale fares and package deals are non-transferable and non-refundable.

9.2 Promotional trips issued as a donation, sponsoring or prizes are personalized and non-transferable.

9.3 Vouchers / Gift Certificates are non-refundable.

9.4 In general it is possible to transfer a ticket to somebody else. By doing so you are obliged to pay a change fee for each event of change, depending on the type of trip (10€ for a day trip, 15€ for a multi-day trip). This change and payment must be done by you via “My Accounts” self help option on [www.pm2amtrips.com](http://www.pm2amtrips.com).

9.5 Subjected to availability, it is possible to change the city of departure. By doing so you are obliged to pay the difference fare (if any) and a change fee for each event of change, depending on the type of trip (10€ for a day trip, 15€ for a multi-day trip). Please note, this option can not be This change and payment must be done by you via “My Accounts” self help option on [www.pm2amtrips.com](http://www.pm2amtrips.com).

9.6 Any cancellation must be done by you via “My Accounts” self help option on [www.pm2amtrips.com](http://www.pm2amtrips.com). Two refund options available are:

a. Voucher refund: by selecting this option, a non-transferable voucher will be provided, which can be used for future multiple purchases with pm2am – Student Trips. The voucher shall have a validity of 6 months, after which it is irreversibly disabled. Any unused balance is automatically forfeited.

b. Money refund: by selecting this option, a refund will be processed by pm2am – Student trips within 14 working days. The bank account details used for the payment have to be provided, in order to receive the money back.

9.7 Cancellation of a trip booking by you is irreversible. The following cancellation and refund policies apply

| Days before departure | Voucher | Bank Transfer |
|-----------------------|---------|---------------|
| 31 days or more       | 100%    | 80%           |
| 25-30 days            | 80%     | 60%           |
| 17-24 days            | 60%     | 40%           |
| 8-16 days             | 40%     | 20%           |
| 0-7 days              | 25%     | 5%            |

9.8 Any tangible merchandise purchased such as, t-shirts, blankets, etc. will be refunded in full in any event of cancellation of the ticket.

9.9 No refunds will be made in respect of any unused portion of a ticket or partially completed trip.

9.10 Although unlikely, tours may be canceled/changed by pm2am due to lack of the minimum number of participants or other unforeseen circumstances. Pm2am reserves the right to

cancel/change tours up to 12 hours in advance before departure. In the event a tour is cancelled/changed, you will be notified via email or phone. In the event of a cancellation by pm2am you will receive a full refund for the amount paid within 14 days after the cancellation of the trip.

## 10 BAGGAGE ALLOWANCE

10.1 1pc hand luggage to take inside of the bus (20 cm\*30 cm\*10 cm, max. 5kg)




10.2 1pc check-in luggage to be put in the trunk (55 cm\*40 cm\*20 cm, max. 15kg)

10.3 You are entitled to bring one piece of hand luggage (max. 40cmx30cmx10cm) inside the bus, not exceeding 5kgs in weight. For multiday trips you are also allowed to bring another piece of luggage to be stored inside the trunk. This piece (max. 55 cm\*40 cm\*20 cm) should not exceed 15kgs in weight. Please also note that the checked-in luggage will not be fully accessible during the bus ride and will only be unloaded at the completion of the trip section.

10.4 You are allowed to leave your belongings in the bus. However, we will not take responsibility for lost items.

10.5 You are not allowed to take live animals, dangerous or illegal goods with you on a trip carried out by pm2am. Any liabilities resulting from carrying such items will be beared solely by you.

### Attachment 1

|  |   |
|--|---|
| <b>Sicherungsschein für Pauschalreisen</b><br>gemäß § 651 k des Bürgerlichen Gesetzbuches  |   |
| Reiseveranstalter: pm2am GmbH & Co. KG<br>Policen-Nummer: 1130462020   |   |
| <b>Dieser Sicherungsschein ist nur gültig für Reisen, die ab dem 01.05.2015 gebucht wurden und bis zum 31.12.2017 angetreten werden. Dieser Sicherungsschein gilt für den Buchenden und alle Reiseteilnehmer.</b>  |   |
| Der rechts unten angegebene Kundengeldabsicherer stellt für den oben genannten Reiseveranstalter gegenüber dem Reisenden sicher, dass von ihm erstattet werden   | Die vorstehende Haftung des Kundengeldabsicherers ist begrenzt. Er haftet für alle durch ihn in einem Jahr insgesamt zu erstattenden Beträge nur bis zu einem Betrag von 110 Mio. Euro. Sollte diese Summe nicht für alle Reisenden ausreichen, so verringert sich der Erstattungsbetrag in dem Verhältnis, in dem ihr Gesamtbetrag zu dem Höchstbetrag steht. Die Erstattung fälliger Beträge erfolgt erst nach Ablauf des Jahres (01.01. bis 31.12.), in dem der Versicherungsfall eingetreten ist. |
| <ol style="list-style-type: none"><li>der gezahlte Reisepreis, soweit Reiseleistungen infolge Zahlungsunfähigkeit oder Eröffnung des Insolvenzverfahrens über das Vermögen des Reiseveranstalters ausfallen, und</li><li>notwendige Aufwendungen, die dem Reisenden infolge Zahlungsunfähigkeit oder Eröffnung des Insolvenzverfahrens über das Vermögen des Reiseveranstalters für die Rückreise entstehen.</li></ol> |   |
| <b>Wichtiger Hinweis:</b> Bitte beachten Sie die Zahlungsbestimmungen des Veranstalters zur An- und Restzahlung des Reisepreises. Dieser Sicherungsschein verliert seine Gültigkeit mit Beendigung der gebuchten Reise.  |   |
| Bei Fragen zur Insolvenzversicherung wenden Sie sich bitte an diese Adresse:<br><br>Touristik-Versicherungs-Service GmbH<br>Borsteler Chaussee 51 • 22453 Hamburg<br>Tel. : 040 – 244 288 0   |   |
| Im Schadensfall wenden Sie sich bitte an:<br>HanseMerkur Reiseversicherung AG,<br>Siegfried-Wedells-Platz 1, 20354 Hamburg,<br>Tel.:+ 49 40/ 53799360  |   |
| <br>Reiseversicherung AG<br>   |   |
| Vorstand: Eberhard Sautter (Vors.), Eric Bussert,<br>Holger Ehse, Dr. Andreas Gent, Raik Mildner<br>Aufsichtsrat: Fritz Horst Meisheimer (Vors.)<br>Handelsregister: Hamburg B 19768   |   |