

General travel and contract conditions Mideast Tours GmbH / Ltd

1. Contract

With your registration you have made a definitive booking with us. By registering, you automatically accept the general travel and contract conditions of Mideast Tours GmbH / Ltd. If nothing specific is mentioned, Federal Law 944.3 on package tours automatically applies (<https://www.admin.ch/opc/de/classified-compilation/19930203/index.html>). The general travel and contract conditions regulate the legal relationship between you and Mideast Tours GmbH / Ltd.

For services brokered by other tour operators or providers (e.g. excursions outside the Mideast Tours GmbH / Ltd program, flight arrangements only, hotel stays outside the program, travel extensions, rental cars, individual flights), you conclude the contract directly with the relevant company. Mideast Tours GmbH / Ltd is therefore not a contractual partner. The specific conditions of the respective service providers apply here. In such cases, Mideast Tours GmbH is not a party to the contract. Therefor the general travel and contract conditions do not apply to these services.

2. Flights and accommodation, cancellation of a trip, non-occurrence of the trip, rebooking

Flights and accommodation are booked after registration. Flight tickets with Easy-Jet cannot be refunded from the moment the flight is booked. For a group booking, tickets from ELAL can be canceled up to 3 months before departure. However, there is a cancellation fee of USD 50.00 per canceled seat. For bookings outside of a group allotment, the normal conditions of the airlines and an additional cancellation fee of USD 50.00 per canceled seat apply. For all airlines (Austrian, Swiss, Lufthansa, etc.), the airline's cancellation conditions apply. For subsequent name changes on flight tickets, the fees are borne by the customer (e.g. incorrect passport details when registering). In the event of changes (name change, change of travel date, rebooking of accommodation, etc.), we will charge a processing fee of at least USD 85.00 per person.

If you interrupt a trip prematurely or if you cancel individual services on the spot, no refunds can be made. If you miss a flight, train, bus or ship there is no refund. This applies in particular to changes to the flight plan. The customer bears the risk of delays. If you do not start a trip at short notice, you can register a replacement. However, this must be accepted by the organizer and the partners involved (e.g. airline). There is a processing fee of USD for such changes. 100.00 per person changed. In addition, the costs (e.g. name changes of tickets) will be charged.

3. Entry requirements

Each participant is responsible for the necessary entry documents. Exception: for organized group trips to Jordan, visas are obtained by Mideast Tours GmbH. Citizens from Germany, Austria and Switzerland need a passport that is valid for **at least 6 months after the return date** to travel to Israel. A travel visa is not necessary for citizens of Germany, Austria or Switzerland. For other nationalities, information can be obtained from the Israeli embassy in Bern / Berlin. Or contact our office. Make

sure that there is no politically problematic visa in your passport (e.g. Syria, North Korea, Lebanon, Iran, Egypt). In such cases, it is essential to consult the Israeli embassy and clarify whether entry with such a visa in your passport is possible. If necessary, a new pass must be ordered. And it must be assumed that entry into Israel is difficult. Travel information about security and entry requirements are available on the homepage of the Auswertigen Amt in Germany (https://www.auswaertiges-amt.de/DE/Laenderinformationen/SicherheitshinweiseA-Z-Laenderwahlseite_node.html) or from the FDFA in Switzerland (Department for Foreign Affairs , www.eda.admin.ch/reisehinweise). Please note possible vaccination regulations. We assume no liability if a passenger cannot be carried due to incomplete travel documents. In this case you are not entitled to a refund.

4. Health Regulations

If you want to take prescription medication (e.g. Temesta, antidepressants) with you, you need a doctor's prescription, which you must take with you on the trip. Many countries have very strict penalties for possession of any kind of narcotic drug. Serious illnesses (which could affect the trip) must be reported to Mideast Tours GmbH / Ltd in advance. We are not responsible for personal medical emergencies while traveling.

5. Changes, credit card fee, change fees, terms of payment

We reserve the right to change the travel program at short notice due to the political situation. Changes such as a new travel route are immediately communicated to the customer (or the organization - e.g. church community) by Mideast Tours GmbH / Ltd. Travel changes that arise in connection with security do not entitle to a refund of the travel money. Changes to the flight plan are also possible with reservations (e.g. flight plan change by the airline, flight cancellation by the airline). Short-term bookings may differ from the price offered (according to the advertisement) (e.g. more expensive flight tickets). Higher fuel surcharges (in the event of a deviation of more than USD 5.00 / date of the offer at the start of the journey) will be charged to the traveler. Mideast Tours' prices are tied to the dollar rate. Exchange rate fluctuations are offset. Price changes made by Mideast Tours to the customer apply as a significant change to the contract from an increase of 10% of the total amount. And thus entitle the customer to free travel cancellation. For the additional work involved in paying by credit card, we will pass on the billing agent's fee to you. A deposit is only to be paid if it is mentioned in the confirmation of registration. The travel amount is to be paid according to the deadlines. In the case of short-term bookings prior to departure, the entire amount must be paid when the contract is concluded. Failure to pay on time entitles the organizer to refuse the travel service and to apply the cancellation conditions.

6. Travel with organized groups (e.g. church organization)

If a trip is organized by an association or a legal entity (e.g. church community, political association, political party) and advertised accordingly on the Mideast Tours homepage (e.g. Israel trip community XY), Mideast Tours will discuss changes with the relevant representative of this organization. Participants join an organized group on these trips. The organizer of this group (e.g. municipality XY) reserves the right to adapt the program according to his needs. The organizer of such trips can also decide to refuse registrations. It is the responsibility of these organizations to inform their members of the trip accordingly of any changes. If the number of participants in an organized trip (e.g. church parish) is smaller than advertised in the offer, the price can be increased by up to 10% per person.

7. Insurance and Security

Each participant is responsible for personal insurance (cancellation and travel insurance, health insurance, daily sickness allowance, etc.). We recommend taking out cancellation insurance. Medical and hospital costs incurred during the trip are borne by the patient personally. As Mideast Tours GmbH we have taken out liability insurance in the amount of CHF 10,000,000.00 for the benefit of our travelers. In Israel, we consciously work with local partners to ensure the highest level of security at all times.

8. Cancellation conditions, liability committees

If it is not possible to start the trip, the following cancellation conditions apply:

- a) Cancellations up to 90 days before the start of the trip free of charge, with the exception of any costs for flight tickets (see point 2) and processing fees. In addition, a processing fee of USD 50.00 will be charged.
- b) Cancellation from 89 - 60 days before departure: 25% of the travel costs and any costs for flight tickets (see point 2) and processing fees.
- c) Cancellation 59 - 31 days before departure: 50% of the travel costs and any costs for flight tickets (see point 2) and processing fees.
- d) Cancellation 30 days or more before the travel date: 100% of the travel costs.

9. Limitation of Liability

Mideast Tours GmbH is not liable if the non-fulfillment or improper fulfillment of the contract is due to the following causes:

1. Failures by the customer before or during the trip.
2. Unforeseeable or unavoidable failures of a third party involved in the provision of the contractually agreed service is not involved.
3. Failures by external bus companies, airlines (overbooking, delays, cancellation of flights etc.), hotels etc. Mideast Tours GmbH is not liable for events which arise due to faulty services from other service providers. For out changes resulting from events through no fault of their own (e.g. illness of advertised Travel guides), Mideast Tours can arrange a replacement.
4. Force majeure (warlike events, epidemics, pandemics, natural disasters, cyclones, State strike etc.) or an event that Mideast Tours GmbH, the mediator or others Service provider could not foresee or avert this despite due care.

In such cases, Mideast Tours GmbH excludes any liability for damages. If the trip has to be canceled due to force majeure, the amount already paid cannot be refunded. **We point out that we apply dispositive law here.** We therefore recommend that the customer take out insurance in any case. And are happy to advise customers on the best cancellation insurance. Of course, in such cases we will try to cancel hotels and admissions free of charge if possible. In this case, however, we have to count on the courtesy of our business partners (hotels, transport companies). For travel cancellations due to force majeure, the judgment of the Israeli government applies.

If a trip has to be canceled by the organizer (e.g. too few registrations), this can be done free of charge up to 60 days before the start of the trip.

10. Legal basis, data protection

The legal basis is Switzerland. Mideast Tours is organized as a GmbH / Ltd and entered accordingly in the commercial register. We meet the legal requirements of Federal Law 944.3 (package tours). In the event of Mideast Tours GmbH / Ltd going bankrupt, our customer funds are secured by the FAIR REISEGARANT cooperative. The contribution of CHF 2.50 per person does not include the travel price and is listed separately on the invoice.

We treat your data in accordance with the Federal Data Protection Act 235.1. Data will be passed on to other companies if this is necessary for the execution of the trip (e.g. passport number to the airline). We use your data for business transactions and for internal marketing purposes.