

Morepep in style terms & conditions

List of eligible persons/organisations at the end of the page

According to the new EU travel law since 1 July 2018, you will find our terms and conditions separated according to the type of travel you have booked – hotel or cruise - listed below.

Please scroll down the page accordingly. Alternatively, download the General Terms and Conditions as a PDF from the above link.

I. Hotel Accommodations: General Terms and Conditions

II. Sea Travel: General Terms and Conditions

I. Hotel accommodation: General terms and conditions of MOREPEP

MOREPEP in Style offers individual hotel accommodations based on the following terms and conditions:

Area

1.1 All travel services offered by MOREPEP are valid only for persons working full-time for tour operators, travel agencies, airlines or other providers of travel trade services (see list of eligible persons below) based on the special terms mentioned by MOREPEP. The travel applicant must be in permanent and active employment with a tourist company or work full-time independently in tourism (see below, circle of beneficiaries*). Proof of self-employment must be made in writing (trade license, commercial certificate, etc.) and evidence of actual activity (e.g. website references or offers).

1.2 Suitable proof of identity or evidence of employment (company, travel agent ID with photo and validity date, complete member ID of a tourist association, etc.) shall be deposited in the customer account on registration. Travellers must prove their identity and present original supporting documents if the service provider requests. Failure by the traveller to provide proof of identity on-site shall result in subsequent payment and exclusion from the service. Any refund, after the journey, of payments already made is excluded in such an event. MOREPEP and its service providers reserve the right to cancel bookings subject to a charge, even where they have already been confirmed, in the event of the provision of inadequate or false identification at the time of commencement of the journey.

1.3. MOREPEP expressly reserves the right to check the information provided for registration and, in the case of contravention or false pretences, to initiate appropriate legal steps under section 263 StGB (German Criminal Code –Strafgesetzbuch). The willful or unauthorised use of our special conditions may result in prosecution in individual cases. This also applies to employers allowing unauthorised third parties (friends, acquaintances, etc.) access to MOREPEP offers.

1.4 MOREPEP is not liable for incorrect or erroneous communication data (e.g. birth dates, residential address, e-mail address or telephone number) and the resulting impairments or (financial) disadvantages. The customer is obliged to notify changes in the communication data immediately and/or to update them independently in the customer profile at www.morepep.com.

1.5. The special conditions published here may not be communicated to third parties who do not belong to the category of eligible persons.

1.6 Overbooking: All prices shown are special conditions for tourism professionals*. Therefore, all hotels from the MOREPEP portfolio expressly reserve the right to give preference to full-paying guests in rare cases of overbooking. The customer declares his willingness not to justify a travel defect due to a rebooking that may be necessary due to such overbooking circumstances and the resulting remedy.

1.7 Discounts expelled apply only to accommodation rates and not to food services. The closing date for offers with special conditions (free nights, discounts, etc.) is 6 p.m. on the respective day of the service. The pre-booking periods for special offers mentioned in the tender apply without exception and are not modifiable. The tourist tax levied in some places must be paid directly on departure on-site.

1.8 The price calculation for children is based on the children's age on the day of departure. The stated maximum number of people (adults and children) in the room description is binding. The customer is responsible for the correct data of all travellers listed in his client profile.

Registration and confirmation of booking, payment

2.1 By booking, the customer offers MOREPEP the conclusion of the contract for individual travel services binding based on the offer description and the here-mentioned terms and conditions. It is recommended to use the booking form at www.morepep.com (a booking receipt is confirmed electronically). The contract is concluded with the acceptance of the booking by MOREPEP and is approved by issuing an electronic reconfirmation of the booking.

2.2 the payment is due 28 days before departure after receiving the booking confirmation. Short-term bookings within 4 weeks before departure are due immediately after receipt of confirmation.

2.3 Payment can be made by credit card (Mastercard/Visa) or wire transfer. Short-term travel bookings up to 7 days before departure and bookings made by customers not in Germany can generally only be paid by credit card. The amount due will be debited from the credit card account after receiving the travel confirmation. Costs and fees for rejected payments or chargebacks not due to MOREPEP's fault are charged to the traveller at €15.00 per transaction.

The booking confirmation informs the customer about the bank account data to which his payments are due. Payments of cancellation, processing or rebooking fees are due immediately.

2.3 If the customer does not make the deposit or final payment or does not make it in due time, MOREPEP is entitled to withdraw from the contract and charge the customer with withdrawal costs according to 3.2.

Customer resignation, rebooking, cancellation of travel

3.1 The customer may withdraw from the contract at any time before the start of the journey. Receipt of the cancellation declaration at MOREPEP is crucial.

3.2 MOREPEP is entitled to payment of compensation under its terms and conditions for cancelling its precautions and expenses. MOREPEP has set out the following compensation lump sums, which are following the period between the declaration of withdrawal and the start of the journey, the expected savings in expenses and the expected acquisition by any other use of the Determine accommodation performance as a percentage of the travel price, depending on the customer's date of withdrawal, as follows:

| | |
|--|-----|
| Up to the 28th day before the start of the holiday: | 20% |
| From the 27th day to the 14th day before the beginning of holiday: | 40% |
| From the 13th day to the 8th day before the beginning of the holiday: | 60% |
| From the 7th day to the first day before the beginning of the holiday: | 90% |
| On the day of the beginning of the holiday | |
| And in case of no-show: | 95% |

The customer is always free to prove that damage has not been caused at all or at a much lower level than the lump sum calculated in each case.

3.3 In the case of rebooking up to 30 days before the start of the journey, a lump sum of €50.00 is charged per booking. From 30 days before the beginning of the trip, all rebooking will be treated as a resignation with subsequent re-booking. All booking changes must be made in writing to MOREPEP.

3.4. In the event of cancellation of the journey on-site and early return due to illness or other reasons, there is no entitlement to a full or pro-rata refund of unused travel services.

4. Responsibility of the customer, remedy, setting a time limit before termination of the customer

4.1 The customer must immediately report on-site any deficiencies to MOREPEP and request redress. MOREPEP may refuse redress if it requires disproportionate effort. It can remedy the situation in such a way that it provides an equal or higher-value replacement service.

4.2 If a service is significantly impaired due to a defect and MOREPEP does not provide a remedy within a reasonable period defined by the customer, the customer may terminate the contract. The determination of a time limit by the customer is not necessary. However, if the remedy is impossible or is refused by MOREPEP or if the immediate termination of the contract is justified by a particular interest of the customer.

5. Liability of the organiser, limitation of liability

MOREPEP is liable for wilful misconduct or gross negligence. In slight negligence, MOREPEP is only responsible if an essential contractual obligation (material contractual obligation) is breached. The claim for damages against MOREPEP is always limited in the event of a slightly negligent breach of contractual obligations to the foreseeable, contract-typical damage that can be foreseen after the contract according to the type of performance as a possible consequence. This also applies to slightly negligent breaches of duty by MOREPEP's legal representatives and vicarious agents. All the limitations mentioned above of liability do not apply in the event of compensation for damage caused by injury to life, body and health.

6. Customer duty to cooperate

The customer is obliged to participate in the event of any performance disturbances within the framework of the statutory provisions on the obligation to reduce damages, to avoid possible damages or to keep them to a minimum.

7. Data protection

The personal data provided by the customer to MOREPEP is processed electronically as long as it is necessary to fulfil the contract with the customer and customer support. MOREPEP complies with the provisions of the Federal Data Protection Act and the GDPR when processing personal data and informs the customer of the privacy policy on the website and when contacting them about the processing of personal data. The data will only be passed on to eligible third parties under the above standards, which require the data to carry out the contract. The customer can retrieve the data stored at MOREPEP at any time to request information about it, modify it or delete it. The personal data will be deleted if the customer revokes his consent to the storage, if the data for MOREPEP is no longer necessary to fulfil the purpose of the storage, or if its storage is prohibited by law. The customer has all the rights arising from the privacy policy under Articles 15 to 20, 77 GDPR. Suppose the customer's data is based on legitimate interests under Article 6 (1) GDPR is processed. In that case, the customer has the right to object to the processing of his data under Article 21 GDPR insofar as there are reasons for this arising from his situation. He can use his right to object to the use or processing of his data for advertising, market or opinion research purposes. Privacy details are found in MOREPEP's privacy policy on its website, which is explicitly referred to, and from the privacy notice that is clicked upon when booking.

8. Final provisions

8.1 The service contract between the customer and MOREPEP applies exclusively to German law. To the extent that the customer is a merchant or legal entity of private or public law or a person who is resident or habitual resident abroad, or whose place of residence or habitual residence is not known at the time of filing a lawsuit, as a place of jurisdiction the seat of MOREPEP is agreed.

8.2 The invalidity of individual provisions of these Terms and Conditions does not result in the invalidity of the entire contract.

8.3 The European Commission provides an online dispute resolution (OS) platform for out-of-court settlement of consumer disputes, which the customer finds under <http://ec.europa.eu/consumers/odr>. MOREPEP does not participate in a dispute resolution procedure before a consumer arbitration board, nor is it required by law to participate in such proceedings. There is no internal appeal procedure.

Tour Operator:

mor(e)pep inStyle GmbH & Co. KG
Ruessend 31
D-27367 Reeßum-Taaken, Germany

District Court Walsrode, Germany
Commercial register HRA 205378

Represented by:
morepep inStyle Verwaltung GmbH
District Court Walsrode, Germany
Commercial register HRB 212032

represented by:
Managing Director, Mr Erwin O.G. Blase
telephone: +49-4264-3929293

accounting@morepep.com
www.morepep.com
German tax ID: DE 105 5020 0982

Key features of the service: Offer of individual travel services
Liability protection: HDI, Travelsafe GmbH; Mr Karl-Heinz Hess
Spatial scope: Worldwide

German law applies to the contract (see 8.1 of these terms and conditions).

II. Sea Travel & Cruises: General Terms & Conditions

MOREPEP Mediation ("MOREPEP") arranges sea travel as package holidays of other tour operators under § 651v BGB based on the following general mediation conditions.

1. Area

1.1 All travel services offered by MOREPEP are valid only for persons working full-time for tour operators, travel agencies, airlines or other providers of travel trade services based on the particular terms mentioned by MOREPEP. The travel applicant must be in permanent and active employment with a tourist company or work independently in tourism (see below, circle of beneficiaries*). Proof of self-employment must be made in writing (trade license, commercial certificate, etc.) and evidence of actual activity (e.g. website references or offers).

1.2 Suitable proof of identity or evidence of employment (company, travel agent ID with photo and validity date, complete member ID of a tourist association, etc.) shall be deposited in the customer account on registration. Travellers are obliged to prove their identity and present original supporting documents if requested by the service provider. Failure by the traveller to provide proof of identity on-site shall result in subsequent payment and exclusion from the service. Any refund, after the journey, of payments already made is excluded in such an event. MOREPEP and its service providers reserve the right to cancel bookings subject to a charge, even where they have already been confirmed, in the event of the provision of inadequate or false identification at the time of commencement of the journey.

1.3. MOREPEP expressly reserves the right to check the information provided for registration and, in the case of contravention or false pretences, to initiate appropriate legal steps under section 263 StGB (German Criminal Code –Strafgesetzbuch). The willful or unauthorised use of our special conditions may result in prosecution in individual cases. This also applies to employers who allow unauthorised third parties (friends, acquaintances, etc.) access to MOREPEP offers

1.4 MOREPEP is not liable for incorrect or erroneous personal data (e.g. birth date, residential address, e-mail address or telephone number) and the resulting impairments or (financial) disadvantages. The customer is obliged to notify changes in the communication data immediately and/or to update them independently in the customer profile at www.morepep.com.

1.5. The special conditions published here may not be communicated to third parties who do not belong to the category of eligible persons.

1.6 Discounts expelled apply only to accommodation rates and not to food services. The closing date for offers with special conditions (free nights, discounts, etc.) is 6 p.m. on the respective day of the service. The pre-booking periods for special offers mentioned in the tender apply without exception and are not modifiable. The tourist tax levied in some places must be paid directly on departure on-site.

1.7 The price calculation for children is based on the children's age on the day of departure. The stated maximum number of people (adults and children) in the room description is binding. The customer is responsible for the correct data of all travellers listed in his client profile.

2. Conclusion of contract

2.1 These general conditions apply to the brokerage of cruises originated by tour operators by MOREPEP in Style as an intermediary. They regulate the legal relationship between MOREPEP and the customer for whom MOREPEP operates based on a business management contract (§ § 671, 631 BGB). Contents of the contract consist solely of the proper procurement of a package travel contract for a sea voyage. MOREPEP will inform the customer under Article 250 § § 1 to 3 of the ETGB, also by handing over the suitable form of the tour operator for the package tour, and at the same time fulfil the obligations of the tour operator under § 651d (1) page (1) of the German Civil Code.

2.2 By registering, the customer offers MOREPEP the conclusion of a brokerage agreement based on these general conditions. At the same time, the customer's registration is an offer to conclude a package holiday agreement with the respective cruise operator. The application is also filed by the applicant for all participants listed in the application, for whose contractual obligations the applicant is liable, and for his obligations if he expressly stated this obligation using an explicit, separate declaration. The brokerage agreement with MOREPEP becomes valid with the acceptance of the customer's booking at morepep.com, and the contract with the tour operator becomes valid by accepting the same. MOREPEP informs the customer with a written travel confirmation. This confirmation is handed over to the customer as confirmation of the contract on a permanent medium (e.g. as an attachment to an e-mail). This complies with the requirements of Article 250 § 6 of the EGBGB.

2.3 The brokered package travel contract is closed only between the customer and the tour operator. The provision of the travel contract services is subject to Section 651v (3) of the German Civil Code, not to MOREPEP, but to the tour operator of the cruise designated to the customer. The customer must, therefore, address all claims arising from the package travel contract to the tour operator whose general travel conditions apply to him. Separate terms and conditions relating to payment, rebooking, cancellation or other details may be regulated. Under Section 651v (4) of the Civil Code, MOREPEP is authorised to receive defect notices as well as other statements made by the customer regarding the provision of the travel services and will inform the tour operator immediately of such statements by the customer but is not authorised to review or acknowledge claims of the customer against the tour operator.

3. Payment

3.1 The payment requirements of the application and residual payment requested by the tour operator on the travel price of the sea voyage arise from its general travel conditions. Moreover, its payment terms apply. MOREPEP may demand advance payments under the payment terms of the tour operator; as far as they are effective, MOREPEP has been effectively authorised to collect, and the customer has a security certificate. Under § 651v

BGB, MOREPEP is deemed to be authorized by the tour operator to accept payments on the travel price if MOREPEP provides the customer with a copy or confirmation of the contract under Article 250 § 6 of the ETGB, or otherwise, circumstances attributable to tour operators show that MOREPEP is entrusted by the latter with arranging package holiday contracts for him. This does not apply if the acceptance of payments by MOREPEP in a prominent form is excluded from the customer.

3.2 Subject to the rule in the general travel and payment terms of the tour operator, after receipt of the travel confirmation with the security certificate, a deposit of 20% is due and paid by the customer, which is based on the remaining payment on the travel price. The customer takes from the travel confirmation the account to which he is to pay the connection and residual payment on the travel price. Resignation, processing and rebooking fees are due for payment immediately.

3.3 If the customer does not make the due deposit or final payment or if it is not made by the customer in due time or not on time, MOREPEP is entitled to withdraw from the contract, also on behalf of the tour operator, and charge the customer with cancellation costs according to 5.2.

4. Passport and visa requirements, health police regulations

4.1 The tour operator informs the customer of the general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and health formalities (e.g. mandated vaccinations and certificates) required for travel. MOREPEP, as an intermediary, takes over this information from the tour operator, provided that MOREPEP is not itself obliged to inform the customer.

4.2 The customer is responsible for complying with all the regulations necessary for the implementation of the trip (including rules on board the ship) and the existence of prescribed vaccinations themselves. All the disadvantages arising from non-compliance with these rules – such as the payment of withdrawal compensation – are at his expense, except that the tour operator has not fulfilled or poorly fulfilled its reference obligations. Customs and foreign exchange regulations abroad, in particular, must be complied with.

5. Withdrawal by the customer, rebooking, cancellation of travel

5.1 The customer may withdraw from the contract at any time before the start of the brokered package tour. It is recommended to declare the withdrawal in written or text form (e.g. by e-mail). MOREPEP is legally authorised to receive the resignation declaration with effect for the tour operator.

5.2 If the customer withdraws from the trip, the package tour operator loses the right to the agreed travel price but may demand appropriate compensation from the customer. The amount of compensation is measured by the period between the declaration of withdrawal and the start of the journey, the expected savings of expenses of the organiser and the expected acquisition by any other use of the travel services. The cancellation compensation that may be incurred, which can be demanded on a flat-rate basis as a percentage of the travel price depending on the customer's withdrawal date, is directed according to the cancellation conditions of the respective tour operator and passed on to the customer by MOREPEP. The customer has the right to prove that the organiser did not suffer any damage or only to a much lower amount than the respective lump sums.

5.3 Unlike 5.2, the tour operator cannot claim compensation if, at the destination or in its immediate vicinity, unavoidable exceptional circumstances arise involving the

implementation of the trip or the transportation of a person to the destination. Circumstances are unavoidable and exceptional if they are not under the control of the party invoking them, and their consequences could not have been avoided even if all reasonable arrangements had been taken.

5.4 In the event of cancellation of the journey on-site and early return due to illness or other reasons, there is no entitlement to a full or pro-rata refund of unused travel services

5.5 It is recommended that you take out travel cancellation insurance.

6. Rebooking

There is no legal entitlement on the part of the customer to rebook. Rebooking is only possible if the tour operator's general travel conditions provide for them. If a rebooking is possible, MOREPEP can charge a rebooking fee of €50, --per booking process. The customer can prove at any time that the rebooking caused no or only a little damage than the lump sum.

7. Liability of MOREPEP, limitation of liability

Subject to the provision of § 651v (3) of the German Civil Code, MOREPEP, as an intermediary, assumes no liability for implementing the offered package tour and makes no assurance for the suitability or quality of the travel services presented. MOREPEP is only liable for approximately erroneous advice and brokerage. MOREPEP's contractual liability as an intermediary is limited to three times the price of the brokered package holiday per customer and per trip for damages that are not bodily damaged and are not caused culpably. For all claims for damages against MOREPEP from the unauthorised act for damages that are not physical harm and are not caused culpably, MOREPEP's liability is also limited to three times the travel price per customer and trip.

8. Information obligations on the identity of the operating air carrier

As an intermediary, MOREPEP is obliged to inform the customer of the identity of the respective air carrier of all flight transport services to be provided in the context of the booked journey upon booking. If the operating airline or airlines have not yet been determined, MOREPEP must name the airline which is likely to carry out the flight transport and ensure that the customer will immediately become aware of the identity as soon as it has been established. The same applies when the operating airline changes. MOREPEP must immediately take all reasonable steps to ensure the customer is informed of the change as soon as possible. The EU Black List is available on the https://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm website.

9. Data protection

The personal data provided by the customer to MOREPEP is processed electronically, as long as it is necessary to fulfil the contract with the customer and the customer support. MOREPEP complies with the provisions of the Federal Data Protection Act and the GDPR when processing personal data and informs the customer of the privacy policy on the website and when contacting them about the Processing of personal data. The data will only be passed on to eligible third parties under the above standards, which require the data to carry out the contract. The customer can retrieve the data stored at MOREPEP at any time to request information about it, modify it or delete it. The personal data will be deleted if the customer

revokes his consent to the storage, if the data for MOREPEP is no longer necessary to fulfil the purpose of the storage, or if its storage is prohibited by law. The customer has all the rights arising from the privacy policy under Articles 15 to 20, 77 GDPR. Suppose the customer's data is based on legitimate interests under Article 6 (1) GDPR is processed. In that case, the customer has the right to object to the processing of his data under Article 21 GDPR insofar as there are reasons for this arising from his situation. He can use his right to object to the use or processing of his data for advertising, market or opinion research purposes by writing an email to accounting@morepep.com. Privacy details are found in MOREPEP's privacy policy on its website, which is explicitly referred to, and from the privacy notice that is clicked upon when booking.

10. Final provisions

10.1 The service contract between the customer and MOREPEP applies exclusively to German law. To the extent that the customer is a merchant or legal entity of private or public law or a person who is resident or habitual resident abroad, or whose place of residence or habitual residence is not known at the time of filing a lawsuit, as a place of jurisdiction the seat of MOREPEP is agreed.

10.2 The European Commission provides an online dispute resolution (OS) platform for out-of-court settlement of consumer disputes, which the customer finds under <http://ec.europa.eu/consumers/odr>. MOREPEP does not participate in a dispute resolution procedure before a consumer arbitration board, nor is it required by law to participate in such proceedings. There is no internal appeal procedure.

Tour Operator:
mor(e)pep inStyle GmbH & Co. KG
Ruessend 31
D-27367 Reeßum-Taaken, Germany

District Court Walsrode, Germany
Commercial register HRA 205378

Represented by:
morepep inStyle Verwaltung GmbH
District Court Walsrode, Germany
Commercial register HRB 212032

represented by:
Managing Director, Mr Erwin O.G. Blase
telephone: +49-4264-3929293
accounting@morepep.com
www.morepep.com
German tax ID: DE 105 5020 0982

Key features of the service: Travel agency, intermediary of package holidays
Travel Agency Liability protection: HDI, Travelsafe GmbH; Mr Karl-Heinz Hess
Spatial scope: Worldwide

German law applies to the contract (see 10.1 of these terms and conditions).
All General Terms and Conditions mentioned herein are copyrighted.

The following belong to the category of eligible persons (organisations):

- airport handling company
- car rental company (restrictions apply)
- rail and bus company
- business travel agents
- charter, business charter
- CRS /GDS
- Destination Management Company (DMC)
- Airlines and aviation companies
- airport operating company
- air traffic control
- amusement/theme park
- general sales agent
- hotel industry (restrictions apply)
- vacation rentals (restrictions apply)
- incoming agent
- concert/music agent
- cruise company
- air freight & IATA logistics
- MICE organiser and agent
- OTA – Online Travel Agent
- shipping company
- travel agency
- travel journalists/travel writers with a guild or association membership card/press pass
- tour operator
- travel insurance provider (only direct providers, no agencies)
- tourism consultants
- tourism association, authority
- tourist call centre
- tourist press agency
- tourist technology provider (restrictions apply)
- travel manager (only VDR/GBTA/ACTE or similar members)