

PRICES FOR PRIVATE CUSTOMERS

PASSION PLAY 2010 OBERAMMERGAU

1-NIGHT PACKAGE

The package consists of 1 overnight stay including breakfast in the category of your choice, 1 x lunch or brunch, 1 x dinner and the local assistance

CATEGORY	Package per person	Arranged Services* per person	Advance booking fee on the admission ticket	Total price per person
HOTELS				
HC 1	€ 397.35	€ 162.65	€ 15.00	€ 575.00
HC 2	€ 341.35	€ 162.65	€ 15.00	€ 519.00
HC 3	€ 298.85	€ 137.65	€ 12.50	€ 449.00
HC 4	€ 268.85	€ 97.65	€ 8.50	€ 375.00
HC 5	€ 228.85	€ 97.65	€ 8.50	€ 335.00
GUESTHOUSES				
GC 1	€ 238.85	€ 97.65	€ 8.50	€ 345.00
GC 2	€ 218.85	€ 97.65	€ 8.50	€ 325.00
GC 3	€ 192.85	€ 97.65	€ 8.50	€ 299.00
GC 4	€ 178.85	€ 97.65	€ 8.50	€ 285.00
LANDLORDS				
PC 1	€ 188.85	€ 97.65	€ 8.50	€ 295.00
PC 2	€ 172.85	€ 97.65	€ 8.50	€ 279.00
PC 3	€ 152.85	€ 57.65	€ 4.50	€ 215.00
PC 4	€ 136.85	€ 57.65	€ 4.50	€ 199.00

2-NIGHT PACKAGE

The package consists of 2 overnight stays including breakfast in the category of your choice, 2 x dinner, 1 x lunch and the local assistance

CATEGORY	Package per person	Arranged Services* per person	Advance booking fee on the admission ticket	Total price per person
HOTELS				
HC 1	€ 660.05	€ 163.95	€ 15.00	€ 839.00
HC 2	€ 550.05	€ 163.95	€ 15.00	€ 729.00
HC 3	€ 483.55	€ 138.95	€ 12.50	€ 635.00
HC 4	€ 421.55	€ 98.95	€ 8.50	€ 529.00
HC 5	€ 351.55	€ 98.95	€ 8.50	€ 459.00
GUESTHOUSES				
GC 1	€ 377.55	€ 98.95	€ 8.50	€ 485.00
GC 2	€ 331.55	€ 98.95	€ 8.50	€ 439.00
GC 3	€ 291.55	€ 98.95	€ 8.50	€ 399.00
GC 4	€ 257.55	€ 98.95	€ 8.50	€ 365.00
LANDLORDS				
PC 1	€ 281.55	€ 98.95	€ 8.50	€ 389.00
PC 2	€ 257.55	€ 98.95	€ 8.50	€ 365.00
PC 3	€ 235.55	€ 58.95	€ 4.50	€ 299.00
PC 4	€ 211.55	€ 58.95	€ 4.50	€ 275.00

The sale of the packages starts at the beginning of 2008. From spring 2009 we offer you a limited number of admission tickets without a package. Please see our advertisement for the precise description of the services and the categories of the accommodation and admission tickets to the Passion Play.

The translation of the performance description, the pricelist and the terms and conditions is a non-binding service for our English-speaking clients. Only the german version is contractually and legally binding.

Information obtainable from the Office of the Passion Play 2010

Tel ++ 49 8822 9231-0 / Fax ++ 49 8822 9231-52

info@passionsspiele2010.de / www.passionsspiele2010.de

* Services provided by the municipality of Oberammergau: Admission ticket to the Passion Play and the Oberammergau Museum, the programme book on the Passion Play and the local tax per day

We recommend that visitors take out the "RundumSorglos" all-in-one package or the travel cancellation insurance of Europäische Reiseversicherung AG.

The "RundumSorglos" package includes: travel cancellation insurance, curtailment insurance, travel health insurance with medical emergency assistance, all-round protection, travel baggage insurance and cover for delay.

Policy deadline for "RundumSorglos" package and for travel cancellation insurance: when booking the trip, however, at the latest within 30 days before the scheduled start of the trip. When trips are booked within the period of 30 days before the scheduled start of the trip, insurance cover can only be taken out on the booking day or at the latest on the following working day.

"RundumSorglos" package		Travel cancellation insurance	
Price of the journey up to	Premium per person	Price of the journey up to	Premium per person
€ 300.00	€ 14.00	€ 300.00	€ 12.00
€ 600.00	€ 21.00	€ 600.00	€ 18.00
€ 850.00	€ 27.00	€ 850.00	€ 23.00

TRAVEL TERMS AND CONDITIONS FOR 1- AND 2-NIGHT PACKAGES TO THE PASSION PLAY OBERAMMERGAU 2010 FOR PRIVATE CUSTOMERS

Dear Guests,

insofar as validly incorporated, the following Terms and Conditions will form part of the travel agreement which will be concluded when you make your booking with the company Oberammergau und DER Reisebüro oHG, hereinafter abbreviated as "ODR". Please therefore read these Terms and Conditions carefully before making your booking. The translation is a non-binding service for our English speaking customers. Only the German version is contractually and legally binding.

1. SCOPE OF APPLICATION OF THESE TERMS AND CONDITIONS; POSITION OF ODR

1.1. The present Terms and Conditions shall apply exclusively to offers by ODR of 1- and 2-night packages for private customers. They shall not apply to commercial customers and to the sale of individual admission tickets to the passion play.

1.2. Regarding the sale of admission tickets to the passion play, the admission ticket to the Oberammergau Museum, the visitor's tax and the sale of the program booklet, ODR shall only have the position of agent, unless ODR creates the appearance in accordance with the principles of Section 651a para. 2 of the German Civil Code of supplying these services as its own contractual services. The contract partner for these services is the municipality of Oberammergau.

2. CONCLUSION OF CONTRACT (BOOKING AND CONFIRMATION)

2.1. With your booking (travel registration) you are offering to us bindingly the conclusion of a travel agreement on the basis of the brochure description and of these Terms and Conditions. Bookings may only be made on the ODR booking form in writing, by telefax, or electronically (E-Mail, Internet).

2.2. The contract shall be concluded upon your receipt of our booking confirmation.

2.3. You shall fulfil all contractual obligations of persons for whom you make a booking as if they were your own obligations, insofar as you have accepted such joint liability through express and separate contractual declaration.

2.4. If the content of our booking confirmation differs from the content of your booking, this shall constitute a new offer on our part, by which we shall be bound for a period of 14 days. The contract shall be concluded on the basis of this new offer if you declare your acceptance of the offer within this period either expressly by a statement, by payment of a deposit, or by payment of any balance.

3. PAYMENT, LATE PAYMENT, TRAVEL DOCUMENTS

3.1. Upon conclusion of the contract (receipt of the booking confirmation and invoice for deposit) and following delivery of the Security Bond Certificate in accordance with Section 651k of the German Civil Code a deposit of 20% shall become payable on the price of the arrangement services and on the price of the admission ticket (which ODR has been authorised by the municipality of Oberammergau to collect on its behalf) in addition to the full amount of the advance booking fee for the admission ticket and the premiums for any travel insurance arranged through us.

3.2. The balance shall become payable upon delivery of a follow-up invoice by 30.9.2009 if the Security Bond Certificate has been delivered. In the case of bookings after 30.9.2009 the total price shall become payable without prior deposit immediately upon receipt of the booking confirmation and the Security Bond Certificate.

3.3. Where payment has been made by credit card, your credit card account shall be debited automatically at the relevant dates.

3.4. Payments, in particular from abroad, shall be made with fees and charges paid.

3.5. If you fail to make payments in accordance with the agreed due dates, we shall be entitled, after sending you a payment reminder setting a new payment date, to rescind the travel agreement, to rescind the contract with the municipality of Oberammergau for and on its behalf, and to charge you cancellation fees in accordance with paragraph 5 of these Terms and Conditions.

3.6. You will receive the travel documents approximately 3 months prior to the performance date or, in the case of late bookings, following payment in your booking agency. The admission tickets to the passion play and the Oberammergau Museum, the program booklet and meal vouchers shall only be handed out on site against submission of our original voucher.

4. CHANGES TO SERVICES

Changes and alterations to individual travel services from the agreed content of the travel agreement (e.g., changes to the time table and cast) which become necessary following conclusion of the contract, and which were not caused by us in bad faith, shall be permitted if the changes and alterations are not significant and do not adversely affect the overall format of the booked journey. Your statutory rights remain unaffected if the changed or altered services are affected by faults.

5. CANCELLATION BY CUSTOMER, CHANGES IN BOOKING

5.1. You may cancel this travel agreement at any time prior to departure. You must notify us of the cancellation at the address given below. We recommend that you notify us of the cancellation in writing.

5.2. If you cancel prior to departure, we may demand payment of appropriate compensation for the travel preparations made up to the time of cancellation and for our expenses. We have calculated the entitlement to compensation on a sliding time scale and in calculating the amount of compensation payable we have taken into account what expenses we would ordinarily save and what other use could ordinarily be made of the travel services.

5.3. Compensation will be determined based on the time of receipt of your cancellation notice as follows, whereby the amount of compensation will be calculated by reference to the costs of the arrangement and the price of the admission ticket but disregarding the cost of the programme book, local taxes and the advance booking fee:

- up to 180 days prior to departure: 20 %
- up to 141 days prior to departure: 25 %
- up to 91 days prior to departure: 30 %
- from 90 days up to 1 day prior to departure: 80 %

The advance booking fee on the admission ticket will not be refunded.

5.4. It shall remain open to you in any event to establish that we have suffered no or significantly lower loss and damage than the fixed compensation demanded by us.

5.5. We strongly recommend that you take out travel insurance with Europäische Reiseversicherung AG.

5.6. Following conclusion of the contract, you shall not be entitled to make changes regarding the travel dates, accommodation, type of ticket or catering, or other services (Booking Changes). If Booking Changes are possible and are nevertheless accommodated, then we may charge an administration fee of € 35.- for each performance day up to 91 days prior to the relevant performance day in the case of bookings from 1 up to 25 persons and an administration fee of € 70.- for each performance day for more than 26 persons. Requests for Booking Changes made less than 91 days prior to the performance day, if possible at all, can only be accommodated following cancellation of the travel agreement in accordance with and subject to the conditions set out in paragraph 5.3 above and simultaneous re-booking. This does not apply to requests for Booking Changes which cause minimal costs.

6. LIMITATION OF LIABILITY

6.1. Our contractual liability for loss and damage other than for personal injury shall be limited to three times the travel costs, provided that the loss and damage suffered by the traveller has not been caused by us either intentionally or as a result of gross negligence, or provided that we are responsible for the loss and damage suffered by the traveller solely because of the default of a service provider.

6.2. We shall not be liable for failures in the performance of the contract, personal injury, and loss or damage to possessions suffered in connection with services provided by third parties and only arranged by us as agent if these services are expressly and clearly identified in the travel description and on the booking form as services provided by a named third party such that it is evident to the customer that they do not form part of the services provided by us. We shall however be liable if and insofar as any loss or damage suffered by you results from a breach of a duty of care and/or of a duty owed by us as travel agent.

7. YOUR OBLIGATIONS AS TRAVELLER, TERMINATION OF THE TRAVEL AGREEMENT, PRECLUSION PERIOD, LIMITATION PERIOD

7.1. You are obliged to inform our local representative without delay of any failures in performance and to demand that they are remedied. Your right to bring claims will only be preserved if you were unable to fulfil your obligations to complain without fault of your own.

7.2. You shall be entitled to terminate the contract in accordance with the statutory provisions (Section 651e of the German Civil Code) if the journey is materially and adversely affected by a failure in performance.

7.3. You must bring any claims based on improper performance of the journey within one month of the date on which the journey was to come to an end in accordance with the contract. Claims complying with this time limit can only be brought against us at the address given below. After expiry of the time limit you may only bring claims if you were prevented from complying with the time limit without fault of your own.

7.4. Claims by you pursuant to Sections 651c to 651f of the German Civil Code shall become time barred after one year. The limitation period shall begin on the day on which the journey was to come to an end in accordance with the contract. If negotiations are pending between the customer and us about the claim, or about the underlying circumstances on which the claim is founded, the limitation period shall be interrupted until either the customer declines or we decline to continue negotiations. The claim shall become time barred not earlier than 3 months following the end of the interruption of the limitation period.

8. CHOICE OF LAW AND JURISDICTION

8.1. The entire legal and contractual relationship between you and us shall be governed exclusively by German law.

8.2. You may only commence proceedings against us at our seat. Jurisdiction for proceedings commenced by us against you will be determined by your habitual residence. The courts of Oberammergau shall have jurisdiction over proceedings commenced by us against customers or contracting parties to the travel agreement who are traders, legal persons established by public or private law, or persons who have their habitual residence abroad, or whose habitual residence is unknown at the time when proceedings are commenced.

8.3. The above Terms and Conditions shall not apply if and insofar as mandatory provisions of international treaties, European Union provisions, or German statutory provisions which are applicable to the travel agreement contain other provisions which are more favourable to you as consumer.

TOUR ORGANISER:

Oberammergau und DER Reisebüro oHG
Eugen-Papst-Str. 9a, 82487 Oberammergau, Germany
Trade Register A 65491 at Munich local court
Tel ++49 8822.9231-0, Fax ++49 8822.9231-52
www.passionsspiele2010.de
E-mail: info@passionsspiele2010.de

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