


**EZCOOPERATION**

Your Algarve Sports Hub

JULIA WAGNER juliawagner@ezcooperation.com +49 1522 5187025

General Terms and Conditions of Contract and Travel for EZcooperation

1. Contract Conclusion

1.1. The following general conditions govern the contractual relationship between you, the traveler, and EZcooperation (hereinafter referred to as "EZ"), your tour operator. These conditions are designed to clearly outline the rights and obligations of both parties.

1.2. The contract between you and EZ is formed upon the unconditional acceptance of your registration, whether written, by phone, or in person. From that moment, the rights and obligations arising from the contract (along with these general contractual and travel conditions) take effect for both you and EZ.

2. Prices and Payment Terms

2.1. Prices: The prices for the travel arrangements are provided in the personalized offer created for you. The prices are quoted per person in euros (€) based on accommodation in the selected room category. For information on price changes, please refer to Section 4. These prices already include applicable value-added tax (VAT).

2.2. A deposit of 30% of the total arrangement price must be paid no later than 30 days after the booking date or the date of confirmation/invoice.

2.3. The remaining balance for the travel arrangement must be received by EZ no later than 20 days before departure.

2.4. If payments are not received in a timely manner, we reserve the right to refuse the travel services and to claim cancellation fees as outlined in Section 3.3.

2.5. If you book your trip less than 30 days before departure, the total invoice amount must be paid at the time of booking.

2.6. Consultation and Reservation Fees: Please note that EZ may charge additional fees for consultation, reservation, and the travel guarantee fund, in addition to the prices mentioned in the brochure.



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2.7. Travel documents will be handed over or delivered only after payment has been received.

3. Rebooking and Cancellation by You

3.1. General: If you wish to cancel the trip or make any changes or rebook your booked trip, you must inform EZ in writing by registered mail. The travel documents already received must be returned to EZ at the same time.

3.2. Processing Fee: A processing fee of €100 will be charged per group for any cancellation, change, or rebooking of your trip (see also Section 3.3). This processing fee is not covered by any cancellation insurance that may apply.

3.3. Cancellation Fees: If you cancel your trip less than 30 days before the departure date, or if you wish to make any changes or rebook, the following cancellation fees will apply in addition to the processing fees (see Section 3.2):

Arrangements without Transportation (Flight, Bus, etc.):

- After confirmation: 30% of the invoice amount
- 30-15 days before departure: 40% of the invoice amount
- 14-8 days before departure: 80% of the invoice amount
- 7-0 days before departure: 100% of the invoice amount

Arrangements with Transportation (Flight, Bus, etc.):

Flight: 100% cancellation fees

Hotel:

After confirmation:	30% of the invoice amount
30-15 days before departure:	60% of the invoice amount
14-8 days before departure:	80% of the invoice amount
7-0 days before departure:	100% of the invoice amount

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The date of cancellation is determined by the receipt of the written notification by EZ. For cancellations submitted on Saturdays, Sundays, and public holidays, the next working day is applicable.


3.4. Cancellation Insurance: Cancellation costs may be covered in hardship cases by cancellation insurance, provided that you have taken out such a policy. Benefits are based on the currently applicable insurance policy. If you have not yet obtained an insurance policy, we recommend that you purchase one through EZ. We also advise you to consider additional insurance options such as assistance, travel insurance, luggage insurance, medical expenses, and accident insurance. Ultimately, the responsibility for obtaining insurance rests with the traveler.

3.5. Early Return: If you terminate your trip early, a refund for unused travel services will only be provided to the extent that these services have not been charged or refunded to EZ. However, there is no legal entitlement to refunds. EZ is entitled to charge a reasonable processing fee of at least €80 per person.

3.6. Substitute Traveler: If you are unable to attend your trip, you may designate a substitute traveler. The substitution is generally allowed up to one day before the departure date (not counting the day of departure). If you name the substitute traveler too late or if they are unable to participate, your trip cancellation will be treated as a cancellation (see Sections 3.2 and 3.3). The substitute traveler must be willing to enter the contract under the existing conditions. They must also meet the specific travel requirements (health, etc.), and there must be no legal provisions or official orders preventing their participation. For certain trips, due to special transportation conditions, rebooking may not be possible, or it may only be allowed until a specific date (which may differ from the deadlines mentioned below).

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4. Price Changes

4.1. Changes Before Contract Conclusion: EZ expressly reserves the right to change prices before your booking. In such cases, EZ will inform you in writing about these changes prior to the conclusion of the contract.

4.2. Price Changes After Contract Conclusion: In exceptional cases, it may be necessary to increase the agreed price. Price increases may result from the following reasons:

- a) Subsequent increases in transportation costs, including fuel surcharges
- b) Newly introduced or increased governmental taxes or fees (e.g., airport taxes, landing fees, etc.)
- c) Government-mandated price increases (e.g., value-added tax)

If the costs of the travel service increase, these costs may be passed on to you. The guideline price will be adjusted accordingly. EZ will implement the price increase before the start of the trip. If the price increase exceeds 10%, you are entitled to the rights outlined in Section 4.4.

4.3. EZ also reserves the right, in your interest, to change the travel program or individual agreed-upon services (such as accommodation, mode of transport, airline, etc.) if unforeseen or unavoidable circumstances require it. EZ will make every effort to offer you equivalent substitute services. EZ will inform you as soon as possible about such changes and their impact on the price.

4.4. Your Rights if the Travel Price Increases After Contract Conclusion: If the program change or the alteration of individual agreed-upon services results in a significant change to an essential contract point or if the price increase exceeds 10%, you have the following rights:

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- a) You may accept the contract change.
- b) You may withdraw from the contract in writing within 10 days of receiving our notification, and you will be refunded the payment made promptly.
- c) You may inform us in writing within 10 days of receiving our notification that you wish to participate in an equivalent substitute trip offered by us. We will make every effort to provide you with such an option. If the substitute trip is cheaper, the difference will be refunded to you. If the substitute trip is more expensive, the originally agreed price will be payable.

If we do not receive a notification regarding points b) or c), you agree to the price increase, program change, or change of individual agreed-upon services (the 10-day period is considered met if your notification is postmarked on the 10th day).

5. Cancellation by EZ

5.1. Cancellation Due to Reasons Attributable to You: EZ is entitled to cancel the trip if you give justifiable cause through your actions or omissions. In this case, EZ will refund you the travel price already paid. Further claims are excluded. Cancellation costs in accordance with Section 3.2 and other damage claims remain reserved.

5.2. Minimum Number of Participants: 16 persons per team/camp.

5.3. Force Majeure, Strikes: If the execution of the trip becomes impossible or unreasonable due to unforeseen reasons, such as force majeure, events, unrest, strikes, governmental measures, or similar, EZ may cancel the trip. EZ will refund your payments, minus any non-recoverable payments already made to third parties. This deduction may not exceed half of the travel price.

5.4. Cancellation for Other Reasons: EZ is also entitled to cancel the trip for other reasons. Should this occur, you will be informed as soon as possible. Your rights are governed by Section 4.4.

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6. Program Changes and Service Failures During the Trip

6.1. If a program change occurs during the trip that significantly affects a substantial part of the journey, EZ will reimburse you for any difference between the agreed travel price and that of the services rendered.

6.2. If a significant part of the agreed-upon trip is not provided or if you refuse program changes for important reasons that are intended to avoid the cancellation of substantial travel portions, the local tour guide or service provider will assist you in organizing your return trip. EZ will reimburse you the difference between the paid travel price and that of the services already rendered. Further damage claims are governed by Section 8.

7. If You Have a Complaint

7.1. Complaint and Request for Remedy: If the trip does not meet the contractual agreement or if you suffer any damage, you have the right and obligation to immediately report these defects or damages to the local representative or service provider and request a remedy free of charge.

7.2. The local representative or service provider will make every effort to provide a remedy within a reasonable time during the trip. If no remedy is provided within this time frame, if a remedy is not possible, or if it is insufficient, you should request a written confirmation of the reported defects or damages and the lack of remedy from the local representative or service provider. The local representative or service provider is obliged to document the situation and your complaint in writing. However, they are not authorized to acknowledge any claims for damages. Should you unexpectedly be unable to reach either the tour guide, the local representative, or the service provider, please contact us directly. You will receive the necessary contact information with your travel documents.

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7.3. Self-Remedy: If no remedy is provided within a reasonable time during the trip and if the defect is not minor, you have the right to take corrective action. The costs you incur will be reimbursed by EZ, provided they align with the originally agreed-upon trip (hotel category, mode of transport, etc.) and are supported by receipts, as long as you have reported the defect and requested a written confirmation (see Section 7.1) regarding the extent of this reimbursement (for the amount of this compensation, see Section 8).

7.4. How to Submit Your Claim to EZ: If you wish to assert claims for defects, refunds, or compensation against EZ, you must submit your complaint in writing within 30 days of your return. Your complaint must include the confirmation from the local representative or service provider and any relevant evidence.

8. Liability of EZ


8.1. General: EZ will reimburse you for the value of agreed-upon services that were not provided or were poorly executed, or for any additional expenses incurred, to the extent that the local representative or service provider was unable to offer an equivalent substitute service on site (for the extent of the claim, see Section 8.2.4).

8.2. Limitations and Exclusions of Liability

8.2.1. International Agreements: If international agreements contain limitations on compensation for damages arising from non-fulfillment or improper fulfillment of services, EZ may invoke these agreements and will only be liable to the extent provided by them. International agreements with liability limitations particularly exist in transportation (air travel, shipping, railways, etc.).

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8.2.2. Exclusions of Liability: EZ is not liable to you if the non-fulfillment or improper fulfillment of the contract is due to the following causes:

- a) Failures on your part before or during the trip.
- b) Unforeseeable or unavoidable failures of a third party who is not involved in providing the contractually agreed service.
- c) Force majeure or an event that EZ, the intermediary, or the service provider could not foresee or prevent despite exercising due diligence. In these cases, any liability for damages by EZ is excluded.

8.2.3. Property and Financial Damages: For property and financial damages resulting from non-fulfillment or improper fulfillment of the contract, EZ's liability is limited to a maximum of double the travel price, unless the damage was caused intentionally or through gross negligence, subject to lower liability limits in international agreements.

8.2.4. Valuables, Cash, Jewelry, Credit Cards, etc.: We explicitly inform you that you are responsible for the secure storage of valuables, cash, jewelry, credit cards, photo and video equipment, etc. Valuables should be kept in the safe in hotels. Under no circumstances should these items be left unattended in a vehicle or elsewhere. We are not liable for theft, loss, damage, or misuse of lost items (such as checks and credit cards).

8.2.5. Schedules for Cars, Trains, Flights, and Ships: Even with careful travel organization, we cannot guarantee compliance with these schedules. Delays may occur due to heavy traffic, congestion, accidents, airport overload, detours, or delayed border processing, among other reasons. In all these cases, we are not liable. We strongly advise you to account for possible delays in your travel planning.

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8.3. Events During the Trip: In addition to the agreed-upon travel program, local events or excursions may be booked during the trip. Such events and excursions may involve risks. It is your own responsibility to decide whether to participate in these events or excursions. For events or excursions organized by EZ, the present “General Terms and Conditions” apply. However, EZ is not your contractual partner for events organized by third parties, and you cannot invoke these “General Terms and Conditions” in such cases where the local representative only facilitated the arrangements.

9. Entry, Visa, and Immigration Regulations

9.1. You are solely responsible for complying with the necessary passport, visa, customs, currency, and health regulations. However, EZ strives to provide you with all necessary information and is happy to assist you in obtaining any required visas at your expense.

9.2. If travel documents need to be issued/extended or visas obtained, you are responsible for this process. If a travel document is not available or is issued too late, causing you to cancel the trip, the cancellation policies will apply.

9.3. Before departure, verify that you have all necessary documents with you. EZ informs you that in the event of any refusal of entry, you will be responsible for covering the costs of your return journey. We also explicitly point out the legal consequences of prohibited imports and exports of goods.