

**MIDDLE EASTERN DANCE, PERCUSSION AND MUSIC HOLIDAY.
SOUTHERN MEDITERRANEAN COAST OF TURKEY.**

**AT THE LAZY LIZARD BOUTIQUE-HOTEL,
Uzunyurt (Faralya) near Ölüdeniz.**

Terms and Condition

Maren Lueg, Charles Whitaker and Carla Gale are offering Turkish and Middle Eastern Music and Dance workshops and seminars.

1) Subject matter

a) The workshops and seminars are conducted at **the LAZY LIZARD BOUTIQUE HOTEL, Uzunyurt (Faralya) near Ölüdeniz in Turkey.**

The content of each respective workshop may vary from year to year.

b) Maren Lueg acts in connection with this offering as an intermediary or consultant for services on behalf of third party service providers (e.g. camp operators, hotel suppliers and others). The corresponding rental or accommodation contract is concluded directly between the customer and the service provider. The terms and conditions of the service providers apply for each rental or accommodation contract.

These will be made known to the customer prior to booking. In this way, any agreement concluded between the customer and Maren Lueg is merely a business facilitation measure. Maren Lueg provides only the service of conscientious management in the arrangement of an agreement between the customer and the service provider. The provision of the service itself is not part of the contract between the customer and Maren Lueg.

2) Payments

Payment of the amount agreed between the participant and the Maren Lueg falls due within one week of receipt of written confirmation. The workshop fee is to be paid to the account of Maren Lueg at Bank HSBC Sort Code: 40-33-29 Account No. 61432761, stating the invoice number. Maren Lueg reserves the right to withdraw, if the payment is overdue. If Maren Lueg has been authorized for collection of customer payments by the service provider, Maren Lueg will keep such amounts secure and separate from her own assets, or will transfer the payment immediately to the service provider. It is not possible to change the booking after the booking has been confirmed; in the case of cancellation, the payment is not refundable.

3) Liability

a) Maren Lueg, Charles Whitaker and Carla Gale are responsible for the design and artistic execution of the workshops. No liability can be assumed by them, should execution of the Workshops become impossible due to circumstances outside their control (e.g. climatic conditions. outbreak of hostilities).

b) Maren Lueg is only liable for the careful selection of information and advice in the consultation and proper disclosure to the customer. No liability for the accuracy of information or instructions is accepted, except where a special information contract has been agreed. Maren Lueg is responsible for ensuring that the negotiation, the booking process, fee collection and submission of travel documents is carried out with due care and attention to recognized business practice. In her capacity as consultant only, Maren Lueg is not responsible for the reservation request itself or the

execution of the corresponding agreement between the participant and the tour operator and service provider. As intermediary, she can give no guarantee of a successful outcome of the consultancy work itself. Maren Lueg is liable only for her own area of responsibility in the activity of consultancy, that is any mistakes she may have made, either personally or by her employees or persons acting on her behalf, such as bad advice or bookings with third parties not made in accordance with agreed terms.

c) Maren Lueg's, liability is generally limited to willful intent and gross neglect insofar as any breach of obligation on the consultant's part does not affect the consultant's main contractual obligations or any claims for physical injury lodged by the customer.

4) Requested services

- a) At the customer's request, Maren Lueg may also coordinate individual transport (e.g. flights, ferry crossings) and other individual tourist services (e.g. rental cars, hotel accommodation, excursions) based on the programs of different tour operators. The basis of these services is the current catalogue of the respective organizer. For these services Maren Lueg also acts exclusively as consultant. For liability, see Section 3 above. In particular, participation in excursions is at customer's own risk.
- b) Maren Lueg is entitled to request the provision of a separate fee for her service as a mediator, as long as this is agreed. For the arrangement of air or rail travel tickets Maren Lueg will charge a placement fee (service fee). This service fee remains unaffected by any change or transfer of the booking, cancellation or non-use of transport services. In these cases, the service provider may incur additional costs and /or Maren Lueg may apply additional designated service charges. The amount and settlement dates for the respective charges apply as listed on Maren Lueg website: www.arabicmusicband.com unless otherwise agreed.

5) General Business conditions; cancellation

- a) Execution of the workshops is governed by the general terms and conditions of Maren Lueg as published. In the case of withdrawal from any Workshop agreement, reimbursement of amounts already paid will be adjusted by any deposits/expenditures incurred.
- b) Provision of arranged services is governed by the general terms and conditions of the particular service provider. In the case of cancellation of a travel or transport contract, Maren Lueg may request reimbursement from the customer of any cancellation fees, whether already incurred by her or for which she will be liable.

6) Travel documents

The relevant workshop materials and travel documents of the selected service will be sent immediately to the customer. The submission by post is at the exclusive risk of the customer. Maren Lueg is not required to replace lost documents free of charge. This does not apply if Maren Lueg is responsible for the loss. The customer is obliged to immediately examine the content of the documents sent and inform Maren Lueg right away of deviations and missing documents or other discrepancies.

7) Insurance cover; Entry requirements

- a) The Customer is obliged to inform themselves carefully about adequate insurance coverage. Maren Lueg recommends taking out travel insurance that includes full

medical cover and cancellation insurance and repatriation in case of accident or illness.

b) The customer is fully responsible for compliance with all implementation of the travel arrangements (such as passport – visa and health requirements). Any losses that may arise as a result of failure to follow these rules, in particular the payment of cancellation costs, have to be borne by the customer. If the customer has asked Maren Lueg for the procurement of a visa, Maren Lueg is not liable for the timely issue or access through the respective diplomatic representation, unless Maren Lueg is responsible for the delay.

8) Asserting claims

Customer claims against Maren Lueg, Charles Whitaker or Carla Gale for improper fulfilment of the advisory and/ or mediation services and/ or execution of the workshops must be made in writing within a month. The period begins with the contractual end of the workshops or the mediated travel service, but not earlier than the date on which the fact constituting the claim has come to the attention of the customer. The deadline is not deemed to be observed by asserting claims against the service providers (travel companies) which rendered or should have rendered the service in question. The assertion of claims is not excluded in cases where they could not be lodged in time for reasons which are no-one's fault.

9) Limitation

Customer claims against Maren Lueg, for whatever legal reason, but not including the client's claims in tort, shall lapse after one year. The period begins with the end of the circumstances that gave rise to the claim against Maren Lueg, or without gross negligence ought to have claimed.

Should negotiations with Maren Lueg be under way concerning claims asserted or the circumstances on which the claim is based, the expiry thereof shall be postponed until the customer or Maren Lueg refuses to continue the negotiations.

10) Choice of Law; Jurisdiction

The parties agree that all services provided by Maren Lueg and their implementation shall be governed by German law. For all disputes that may arise from the contract between Maren Lueg and the customer, arbitration shall be by the court at the registered office of Maren Lueg.

11) Severability clause

Should one or more provisions of this contract in whole or in part, be void, the validity of the remaining provisions shall not be affected.

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