

Dear Traveller,

In this catalogue you will find the package deals of various providers. These general terms and conditions for travel are, however, uniformly valid for all of the providers listed in the catalogue as tour operators. Please **carefully read** through these general terms and conditions for travel. As far as they are effectively included, they will become the terms of the travel contract you conclude with the provider of the respective package deal as tour operator – hereinafter abbreviated as “RV”.

#### 1. Conclusion of the Contract, Status of the Cooperation Partner

1.1. When the traveller submits a travel registration, which can be done verbally, by telephone, in written form, by fax, by e-mail or via the Internet, he or she makes the **RV named in the respective tender as the provider** a binding proposal to conclude a travel contract based on the travel description and the travel information forming the basis of the booking.

1.2. The travel contract is formed when the **RV** gives the traveller confirmation of the booking. This requires no special form. The traveller receives a written copy of the booking confirmation at the time the contract is concluded or immediately afterwards. A written copy of the booking confirmation can be omitted, if the booking by the traveller is less than 7 working days before the tour begins.

1.3 If the terms of the booking confirmation by the **RV** deviate from the terms of the travel registration, the **RV** will make a new offer, which is binding for 10 days as of the date of the booking confirmation. The contract based on the changed offer is formed when the traveller accepts the changed offer. This may take place by express statement, payment on account or payment of the balance. The same holds when the **RV** makes the traveller a written offer for a package deal.

1.4 The guest making the booking is liable for the contractual obligations of guests for whom he makes the booking, as well as for his own, so long as he has assumed the respective obligation by way of an explicit and separate statement.

1.5 **If the booking takes place by way of a cooperation partner listed in this catalogue, the latter, as long as nothing else arises pursuant to the regulations of § 651a Sec. (2) BGB (German Civil Code), has exclusively the status of an agent and is therefore not liable for the information provided by the RV, its performance or defaults. A possible liability of the respective booking office remains unaffected by this.**

#### 2. Performance of the Contract, Performance Modifications

2.1 The obligation for performance by the **RV** is based exclusively upon the terms of the booking confirmation in conjunction with the underlying tender for the respective package deal offer and subject to the provisions of all the references and explanations included in the terms of the booking.

2.2 Service providers, particularly for accommodation, as well as travel agencies are not authorized by the **RV** to grant warranties or make agreements, which go beyond the travel tender or the booking confirmation or which are at variance with or which alter the confirmed terms of the travel contract.

#### 3. Payment on Account / Payment of the Balance

3.1 Upon conclusion of the contract (receipt of the booking confirmation) and after delivery of a guarantee certificate against insolvency (*Sicherungsschein*) pursuant to § 651k BGB, and unless otherwise agreed in the booking confirmation, the payment is due as follows:

a) Previous payment of 20 % will be made by direct debit to the travellers account or to his Master or Visa card. The remaining package price must be transferred to the **RV** 3 weeks before the trip begins or will also be debited to the travellers account or Master / Visa Card.

3.2 The obligation to provide a guarantee certificate is **not applicable**, if the one of the following legal exceptions to the obligation to provide a guarantee certificate exists

(a corresponding note must be made in the booking confirmation):

a) the trip will not last longer than 24 hours, includes no overnight and the travel price does not exceed € 75 per person

b) the **RV** is a legal person under public law, whereby it is inadmissible to institute insolvency proceedings against its assets

c) notwithstanding Nr. 3.1 and 3.2, if the agreed travel serves include no transport to or from the travel location and it is agreed that the entire price not be paid to the **RV** the accommodation operator until the end of the travel/stay.

3.3 If the **RV** is prepared to provide the contractual performance and is in a position to do this and if the traveller does not pay on account or pay the balance or does not make a complete payment by the agreed upon due dates, without the existence of a contractual or legal right to retention by the traveller, the **RV** is authorized after a demand for payment by a set time limit to cancel the contract and charge the traveller for cancellation costs pursuant to Nr. 4 of these general terms and conditions.

#### 4. Cancellation by the Customer, Rebooking

4.1 The traveller may cancel the travel contract at any time up to the commencement of the trip. **It is strongly recommended that the cancellation be made by means of a written statement to avoid misunderstandings.** The deadline date is the receipt of the statement of cancellation by the **RV**.

4.2 In the case of cancellation by the traveller the **RV** is entitled to request compensation for the travel arrangements and the expenses of the **RV** as follows, taking into account the expenses ordinarily saved and the ordinarily possible use of the travel services elsewhere.

4.3 The **RV** can make the following deductions from the travel price for the package deals:

- a) up to the 31st day before the trip begins 10 %
- b) from the 30th to the 21st day before the trip begins 20 %
- c) from the 20th to the 12th day before the trip begins 40 %
- d) from the 11th to the 4th day before the trip begins 60 %
- d) from the 3rd day before the trip begins and by no show 90 % of the travel price.

4.4 **It is strongly recommended that travel cancellation insurance be taken out.**

4.5 The traveller reserves the right to provide evidence to the **RV** that the expenses did not actually arise or were substantially less than the flat-rate compensation claimed. In this case the traveller is obliged to pay only the expenses actually incurred.

4.7 The **RV** reserves the right, notwithstanding the above package deductions, to ask for a higher concrete compensation in individual cases and to invoice the traveller accordingly for the concrete expenses incurred and supported by vouchers.

4.8 If after the trip has been booked the traveller requests modifications in regard to the date of travel, the destination, accommodation or meals (reservation change), the **RV** will charge a handling fee of € 15 per change. Requests for reservation changes that arise after this time limit can, in as much as they can even be implemented, be carried out only after cancellation of the travel contract under the above conditions and simultaneous re-application. This does not apply to requests for reservation changes that incur only minor expenses.

#### 5. Obligations and Termination of the Contract by the Traveller

5.1 The traveller is obligated to notify the **RV** immediately of defaults that may arise and to ask for redress. Claims by the traveller are applicable only if the omission of notification of a default incumbent upon the traveller is not his or her fault. Notification of defaults against the **RV** is **not** sufficient.

5.2 If the trip is substantially impaired as a result of a package default or if the traveller cannot reasonably be expected to take the trip as a result of such a default for an important reason clear to the **RV**, the traveller can terminate the contract pursuant to the legal regulations (§ 651e BGB). Termination is not permitted until the **RV** or its authorized representative has allowed a certain reasonable time limit set by the traveller to pass without taking remedial action. Setting a time limit is not required when redress is impossible or is refused by the **RV** or its authorized representative or if the immediate termination of the travel contract is justified by a special interest of the traveller.

5.3 The traveller must assert all claims against the **RV** related to non-provision of the contractually specified travel services after the end of the trip within one month after the contractually specified date of return under the address listed in the booking confirmation. The assertion of the claim within the time limit can **not** be made against the **TLP**. A written assertion is strongly recommended.

#### 6. Liability

6.1 The contractual liability of the **RV** for loss or damage not representing personal injury is restricted to three times the package price, as long as loss or damage to the traveller were caused neither intentionally nor with gross negligence or the **RV** is responsible for damages incurred by the traveller solely on account of the fault of a service provider.

6.2 The **RV** is not liable for information and impairment of performance in conjunction with services

a) that are not contractually agreed main services and not part of the package deal of the **RV**

b) that are recognizable by the guest and described in the travel tender or the booking confirmation as contract services, and

c) that are solely arranged as contract services in the booking of the package deal or during the stay (e.g. spa and wellness services, sports events, visits to the theatre, exhibitions, excursions, etc.).

#### 7. Cancellation by the RV

7.1 The **RV** can, if the travel tender makes reference to a minimum number of participants for the respective trip, or by non-attainment of a tendered or officially specified minimum number of participants, cancel the travel contract up to **3 weeks before the trip begins**.

7.2 The **RV** is obligated to notify the guest without delay after fulfilment of the requirement for non-execution of the trip and send him the statement of cancellation without delay.

7.3 Should it become apparent already before the expiry of the time specified in Nr. 7.1 that the trip will not be executed, the **RV** is obligated to declare the cancellation without delay.

7.4 In the case of a cancellation the guest will be refunded the travel price paid without delay.

#### 8. Services that are not utilized

If the travel does not make use of individual travel services as a consequence of a premature journey home, owing to illness or for other reasons beyond the control of the **RV**, the traveller has no claim to a pro rata refund. However, the **RV** will pay the travel guest back saved expenses, as soon and as far as they are refunded to the **RV** from the individual service providers.

#### 9. Limitation of Action

Claims by the traveller against the **RV**, regardless of the legal ground – yet with the exception of claims by the traveller arising from tort – are subject to a limitation period of one year after the contractually specified date of return. If negotiations between the traveller and the **RV** are pending on asserted claims or circumstances supporting the claims, the limitation period is suspended until the traveller or the **RV** rejects the continuation of the negotiations. The limitation period of one year specified above arises at the earliest 3 months after the end of the suspension of the limitation period.

#### 10. Jurisdiction

10.1 The exclusive jurisdiction of German law is to be applied to the entire legal and contractual relationships between the travellers and the **RV**.

10.2 In so far as the traveller files a complaint against the **RV** abroad for which the grounds for the liability of the **RV** are not

applicable under German law, in respect to the legal consequences, in particular regarding the kind, extent and amount of the claims by the customer, exclusively German law will find application.

10.3 The traveller can file a complaint against the **RV** at only its head office.

10.4 For complaints filed by the **RV** against the traveller, the residence of the traveller shall prevail. For complaints filed against the traveller, or the contractual partner of the travel contract, who are businessmen, legal persons under public or private law or persons whose residence or usual whereabouts are abroad, or whose residence or usual abode at the time the complaint is filed is not known, the head office of the **RV** shall be agreed as the place of jurisdiction.

10.5 The above provisions are not valid

a) if and so far as provisions of international conventions which are contractually not subject to contrary agreement and which are to be applied to the travel contract between the traveller customer and the **RV**, produce something else to the benefit of the customer or

b) if and so far as provisions in the member states of the ED which are contractually not subject to contrary agreement are more advantageous for the customer then the following provisions or the corresponding German regulations.

© These terms and conditions of travel are copyright protected; RA Noll Stuttgart, 2004 -2014