

## Terms and Conditions of the Congress- und Tourismus- Zentrale Nürnberg for package travel contracts concluded as from July 1, 2018

Dear clients and travelers,

These terms and conditions, to the extent effectively agreed, become the contents of the package travel contract concluded in the contract as of July 1, 2018 between the client and the Congress- und Tourismus-Zentrale Nürnberg (hereinafter referred to as “CTZ”). They supplement the statutory provisions in Sections 651a–y of the BGB (Bürgerliches Gesetzbuch – German Civil Code) and the Articles 250 and 252 of the EGBGB (Einführungsgesetz zum BGB – Introductory Act of the German Civil Code) and expand upon them.

**Please read through these general terms and conditions carefully before booking!**

### 1. Conclusion of Package Travel Contract, Obligations of Client

#### 1.1. The following applies to **all booking channels**:

**a) The basis for the offer by the CTZ and the booking made** by the client comprise the trip description and the supplementary information provided by the CTZ for the respective trip, to the extent available to the client at the time of booking.

**b)** If the contents of the travel confirmation from the CTZ deviate from the contents of the booking, this comprises a new offer from the CTZ. The contract is concluded on the basis of this new offer, if the CTZ has provided notice of the change in regard to the new offer and has satisfied its preliminary duty to inform and the client has accepted this offer through an express statement or advance payment within the deadline of the CTZ.

**c)** If the CTZ submits a special offer at the request of the traveler, then, deviating from the above arrangements, this is a binding offer of a contract by the CTZ to the traveler/client. In this case the contract is concluded without a reconfirmation to that effect by the CTZ (which occurs, however, in the normal case), if the client accepts this offer within a deadline specified in the offer, if applicable, without qualifications, changes or extensions by an express statement, advance payment, final payment or use of the travel services.

**d)** The preliminary contractual information provided by the CTZ with regard to the essential features of the travel services, the travel price and all additional costs, the payment terms, the minimum number of participants and the inclusive cancellation fees (purs. to Article 250 Section 3 nos. 1, 3 to t and 7 EGBGB) do not become a component of the package travel contract, only if expressly agreed between the parties.

**e)** The client is liable for all contractual obligations of fellow travelers for whom he makes the booking, as well as for his own, provided he has taken on an obligation to that effect by an express and separate statement.

#### 1.2. The following applies for bookings **made verbally, by telephone, in writing, by e-mail, by text message or by fax**:

**a)** By making a booking the client is making a **binding** offer to conclude a package travel contract with the

CTZ. The client is bound to the booking for **3 business days**.

**b)** The contract is concluded upon receipt of the travel confirmation (declaration of acceptance) by the CTZ. Upon or immediately after conclusion of the contract the CTZ will send the client a travel confirmation, the contents of which comply with the statutory provisions, on a durable medium (which permits the client to save or store the declaration unedited, such that it will be accessible to the client for a reasonable time period, e.g. on paper or per e-mail, provided the traveler has no claim to a travel confirmation in paper form purs. to Art. 250 Sec. 6 para. (1) sent. 2 EGBGB, because the contract was concluded in the physical presence of both parties or outside the business premises.

#### 1.3. The following applies to contracts concluded for bookings made **in electronic-commerce (e.g. Internet, App, tele-media)**:

**a)** The CTZ shall explain to the client the process of electronic booking in the respective application.

**b)** The client has an appropriate correction option available, whose use is explained, to **correct his/her entries, to delete or reset the entire booking form**.

c) The **contractual languages** offered to provide online bookings are specified. **German is the exclusively legally authoritative language.**

d) If the **text of the contract is stored** by the CTZ in the online booking system, the client will be informed about this and about the option to retrieve the text of the contract later.

e) By clicking on the button “pay for booking” the client offers the CTZ the binding conclusion of the package travel contract. **The client is bound to this offer of a contract for three business days after sending the electronic declaration.**

f) The client will receive immediate electronic confirmation upon receipt of the booking.

g) The transmission of the booking by clicking on the button “pay for booking” **constitutes no claim by the client to the conclusion of a package travel contract according to the booking data.** Rather, the CTZ is free to decide whether to accept the offer of a contract by the client or not.

h) The contract is concluded upon **receipt of the travel confirmation** from the CTZ by the client.

i) If the travel confirmation takes place immediately after the client makes a booking by clicking on the button “pay for booking” through a corresponding direct description of the travel confirmation on the screen (**booking in real time**), then the package travel contract is concluded with the receipt and description of the travel confirmation by the client on the screen, without needing an intermediate notice about the receipt of his/her booking according to f), if the client is offered the option to store it on a durable medium and to print the travel confirmation. The binding force of the package travel contract, however, is not dependent upon the client actually using the options of storing or printing it. The CTZ will, in addition, provide the client with a copy of the travel confirmation in text form.

**1.4.** The CTZ notes that there is no revocation right according to the legal provisions (Sections 312 para. 7, 312g para. 2 sent. 1 no. 9 BGB) in the case of package travel contracts under Sections 651a and 651c BGB concluded via distance sales (letters, catalogs, telephone calls, telecopies, emails, messages (SMS) sent via mobile network as well as radio, teledmedia and online services), but rather solely the statutory regulations on the right to cancel or terminate a contract, in particular the right of cancellation purs. to Section 651h BGB (see here also subpara. 5). However, there is a revocation right, if the contract for travel services purs. to Section 651a BGB is concluded outside the business premises, unless the verbal negotiations upon which the formation of the contract is based were conducted on the basis of a preceding order by the consumer; in the last mentioned case there is likewise no revocation right.

## **2. Payment**

**2.1.** The CTZ and travel agency may only request or accept payments for the travel price prior to the end of the package travel, if an effective insolvency protection contract exists and the client is provided a secured payment certificate with the name and contact details of the insolvency (protection) insurer in a clear, comprehensible and highlighted manner. Following conclusion of the contract an advance payment amounting to 20 % of the travel price is due for payment in exchange for provision of the secured payment certificate. The final payment is due 4 weeks prior to departure, providing the secured payment certificate was provided and the trip can no longer be cancelled for the reason stated in subpara. 7. The entire travel price is due immediately in the case of bookings made less than 4 weeks prior to departure.

**2.2.** If the client does not make an advance payment and/or the final payment in accordance with the agreed payment due dates, even though the CTZ is ready and able to duly provide the contractual services, has satisfied its statutory information obligations and the client has no statutory or contractual right of retention, the CTZ is entitled to withdraw from the package travel contract following a warning with a grant of a period of grace and to charge the client cancellation expenses purs. to subpara. 5.

### **3. Changes in the contents of the contract prior to departure that do not affect the travel price**

**3.1.** Deviations of essential features of travel services from the agreed contents of the package travel contract, which become necessary following conclusion of the contract and which were not brought about in bad faith by the CTZ, are permitted by the CTZ prior to departure, if the deviations are minor and do not negatively affect the general organization of the trip.

**3.2.** The CTZ is obligated to inform the client about changes in the services immediately upon being informed about the reasons for the change on a durable medium (e.g. also by e-mail, SMS or voice message) clearly, comprehensibly, and in a highlighted manner.

**3.3.** In the case of a substantial change in an essential feature of a travel service or the deviation from special specifications of the client which have become the contents of the package travel contract, the client is entitled within a reasonable time period set by the CTZ concurrently with a notification of the change either to accept the change or withdraw without charge from the package travel contract. If the client does not expressly declare his/her withdrawal from the package travel contract within the time period set by the CTZ, the change is considered to be accepted.

**3.4.** This is without prejudice to any warranty claims, if the changed services have defects. If the CTZ had lower costs for providing the changed trip or any offered replacement trip with the equivalent quality at the same price, the client is to be refunded the differential amount in accordance with Section 651m para. 2 BGB.

### **4. Price Increase; Price Reduction**

**4.1.** The CTZ reserves the right, in accordance with Sections 651f, 651g BGB and the following regulations, to increase the travel price of the package travel contract, if

**a)** an increase in the price for the transport of persons based on higher costs for fuel or other energy sources,

**b)** an increase in the taxes or other charges for agreed travel services, such as tourist charges, harbor or airport fees, or

**c)** a change in the prevailing exchange rates for the package travel in question has a direct impact on the travel price.

**4.2.** An increase in the travel price is only permissible if the CTZ informs the travelers clearly and comprehensibly in text form of the price increase and the reasons for it and in so doing includes the calculation of the price increase

**4.3.** The price increase is calculated as follows:

**a)** For a price increase in the transport of persons purs. to 4.1a) the CTZ can increase the travel price in accordance with the following calculation:

- For an increase related to a seat the CTZ can demand that the client to pay the increased amount.

- Otherwise the additional transportation costs claimed by the transport firm per means of transport will be divided up amongst the number of seats of the agreed means of transport. The CTZ can demand that the client to pay the resulting increased amount for the individual seat.

**b)** For an increase in the taxes and other charges purs. to 4.1b) the travel price can be raised by the corresponding proportionate amount.

**c)** For an increase in the exchange rates purs. to 4.1c) the travel price can be increased by the extent to which the price of the trip had been increased for the CTZ.

**4.4. The CTZ is obligated** to grant the client/traveler, upon his/her demand, a reduction of the travel price, if and to the extent to which the prices, charges or exchange rates mentioned in 4.1 a) -c) have changed after conclusion of the contract and prior to departure and this has led to lower costs for the CTZ. If the client/traveler has paid more than the amount owed in accordance with this, the surplus amount is to be refunded by the CTZ. The CTZ, however, may deduct the actually arising administrative expenses from the surplus amount to be refunded. The CTZ must, when requested by the client/traveler, prove the amount of administrative expenses that have arisen.

**4.5. Price increases received by the client are permitted only up to the 20th day prior to departure.**

4.6. For price increases of more than 8 % the client is entitled within a time period set by the CTZ concurrently with a notification of the change either to accept the change or withdraw without charge from the package travel contract. If the client does not expressly declare his/her withdrawal from the package travel contract within the time period set by the CTZ, the change is considered to be accepted.

**5. Cancellation by Client Prior to Departure/ Cancellation Fees**

5.1. The client can cancel the package travel contract at any time prior to departure. The CTZ must be notified of the cancellation under the address listed above/below; if the trip has been booked via a travel agency, he/she must be notified of the cancellation. It is recommended that the client provide notice of cancellation in text form.

5.2. If the client cancels prior to departure or is a no-show, the CTZ loses the claim to the travel price. In lieu thereof, the CTZ can demand reasonable compensation, provided the CTZ is not responsible for the cancellation, or unavoidable, exceptional circumstances occur at the destination or in its immediate vicinity that considerably impair the ability to provide the package travel or the transport of persons to the destination; circumstances are unavoidable and exceptional if they are not subject to the control of the CTZ and the results of which also could not have been prevented, even if all reasonable precautions had been taken.

5.3. The CTZ has set the following fixed compensation fees under consideration of the period between the notice of cancellation and the departure as well as under consideration of expected savings of expenses and the expected profits earned through other uses of the travel services. Compensation is calculated based on the date at which notice of cancellation is received as follows with the respective scale of cancellation charges:

- a) from the 31st day prior to departure, 10% of the travel price
- b) from the 30th to the 21st day prior to departure, 20% of the travel price
- c) from the 20th to the 12th day prior to departure, 40 % of the travel price
- d) from the 11th to the 3rd day prior to departure, 60 %
- e) from the 3rd day prior to departure and in the case of a no-show, 90% of the travel price

5.4. In any case the client is free to prove to the CTZ that the CTZ incurred no damages at all or damages that are substantially less than the fixed compensation fees demanded by the CTZ.

5.5. The CTZ reserves the right to claim higher, specific damages, in lieu of the fixed fees set out above, provided the CTZ proves that the CTZ has incurred expenses that are substantially in excess of the applicable fixed cancellation fee. In this case the CTZ is obligated to specifically quantify and substantiate the amount of compensation claimed, subject to consideration of saved expenses and any other use of the travel services.

5.6. If the CTZ is obligated to refund the travel price following cancellation, the CTZ must make such a refund without delay, in any case, however, within 14 days after receipt of the notice of cancellation.

5.7. The above conditions are without prejudice to the statutory right of the client purs. to Section 651 e BGB to demand from the CTZ that a third party take over the rights and duties under the package travel contract in lieu of the client by providing notice on a durable medium. Such a declaration is in any case timely, if received by the CTZ 7 days prior to departure.

**5.8. It is strongly recommended that travel cancellation expenses insurance as well as insurance to cover repatriation expenses in the event of accident or sickness be concluded.**



## **6. Cancellation due to Failure to Reach the Minimum Number of Participants**

**6.1.** The CTZ can cancel for failure to reach the minimum number of participants in accordance with the following regulations:

**a)** The minimum number of participants and the latest date of the receipt of the notice of cancellation from the CTZ by the client must be stated in the respective preliminary contract information.

**b)** The CTZ must state the minimum number of participants and the latest period allowed for cancellation in the travel confirmation.

**c)** The CTZ is obligated to notify the client without delay that the trip has been cancelled, when it has been ascertained that the trip cannot be provided due to failure to reach the minimum number of participants.

**d)** A cancellation by the CTZ later than 4 weeks prior to departure is not permissible.

**6.2.** If the trip is not provided for this reason, the client receives without delay the payments he has made; subpara. 5.6. applies accordingly.

## **7. Duties of Clients / Travelers**

### **7.1. Travel documents**

The client must inform the CTZ or the travel agent, from whom he booked the package trip, if he has not received the required travel documents (e.g. plane ticket, hotel voucher) within the deadline indicated by the CTZ.

### **7.2. Notice of defects / Demand for relief**

**a)** The traveler can demand relief if the trip is not provided free of defects .

**b)** In the event that the CTZ could not provide relief due to a failure to provide notice of the defects for which the traveler was at fault, the traveler may assert neither his/her warranty-claim for a reduction in the contract price under Section 651m BGB nor claims for compensation under Section 651n BGB.

**c)** The traveler is obligated to provide notice of defects without delay to the local representatives of the CTZ. If a local representative of the CTZ is neither available nor contractually required, any defects in the package travel are to be reported to the CTZ at the contact address indicated by the CTZ; the travel confirmation will provide information regarding the availability of the local representative of the CTZ or its contact office. However, the traveler may also notify the travel agent from whom he booked the package travel of the defect.

**d)** The representative of the CTZ is commissioned to provide remedial action to the extent possible. However, such representative is not authorized to recognize any claims.

### **7.3. Deadlines prior to termination**

If the client/traveler wishes to terminate the package travel contract owing to a major travel defect of the kind described in Section 651i para. (2) BGB, according to Section 651l BGB, the traveler is first required to provide the CTZ a reasonable period to take remedial action. The foregoing does not apply only in cases where the CTZ refuses to take remedial action or if immediate remedial action is required.

### **7.4. Damaged luggage and delayed luggage in air travel; special regulations and time limits for demand for relief**

**a)** The traveler should note that according to the air traffic laws lost luggage, damaged luggage and delayed luggage in connection with air travel should be reported without delay to the competent airline company on site by means of a notice of claim (P.I.R. = property irregularity report). Airline companies and the CTZ can refuse the rebates on the basis of international agreements, if the notice of claim is not filled out. The notice of claim for damaged luggage must be reported within 7 days, delayed luggage within 21 days after delivery.

**b)** In addition the loss, damage or misdirection of luggage is to be reported without delay to the CTZ, its representative or its contact office or the travel agency. This does not release the traveler from reporting/making the notice of claim to the airline company purs. to subpara. a) within the above listed time periods.

## **8. Special client obligations in the case of package rates with medical services, spa treatments, wellness offers**

**8.1.** For package rates containing medical services, spa treatments, wellness offers or similar services, the client is obligated before the booking, prior to departure and before using services to inform (the agent), whether the respective treatment or services are suitable for him, taking into consideration his/her health situation, in particular possible pre-existing conditions or illnesses.

**8.2.** In this regard the CTZ owes, without express agreement, no specific, particularly medical explanation or instruction geared to the respective client on the consequences, risks and side effects of such services.

**8.3.** The above terms apply regardless of whether the CTZ is only an agent of such services or whether these are a part of the travel services.

## **9. Limitation of Liability**

**9.1.** The contractual liability of the CTZ for damages not resulting from injuries to life, limb or health and not the result of fault on the part of the CTZ, is limited to three times the trip price. This limitation of liability is without prejudice to possible claims exceeding this according to the Montreal Convention or the rules for international carriage by air.

**9.2.** The CTZ is not liable for impairment of performance, personal injury and damage to property related to services that are only provided as third-party services (e.g. arranged excursions, sports events, theater visits, exhibitions), if these services were explicitly labeled in the trip description and booking confirmation, including the identity and address of the third-party contract partner, such that it is apparent to the Traveler that they are not part of the package travel of the CTZ, and may be separately selected. This is without prejudice to Sections 651b, 651c, 651w and 651y BGB.

**9.3.** However, the CTZ is liable, if and to the extent that, damages result from a violation of notice, information or organizational duties on the part of the CTZ.

**9.4.** To the extent that services such as medical services, therapeutic services, massages or other healthcare treatments or services are not part of the package travel of the CTZ and they are solely arranged for in addition to the package booked under subpara. 10.2, the CTZ is not liable for the provision of services or any personal injury or damage to property. This is without prejudice to liability based on the contractual relationship. In the event such services are components of travel services, the CTZ is not liable for a successful treatment or spa.

## **10. Assertion of Claims, Recipient**

The client/traveler must assert claims purs. to Section 651i para. (3) no. 2, 4-7 BGB against the CTZ. The assertion can also be made via the travel agent, if the package travel was booked via this travel agent. It is recommended that an assertion be made in text form.

## **11. Passport, Visa and Health Regulations**

**11.1.** The CTZ will inform the client/traveler about general passport and visa requirements as well as sanitary formalities of the country of destination, including approximate deadlines for obtaining, if applicable, the necessary visa before conclusion of the contract as well as possible changes prior to departure.

**11.2.** The client is responsible for procuring and carrying along the necessary official travel documents, possible required vaccinations as well as complying with customs and foreign currency regulations. Disadvantages arising from non-compliance with these regulations, e.g. payment of cancellation expenses, shall be borne by the client/traveler. This does not apply if the CTZ has not, insufficiently or incorrectly provided information.

**11.3.** The CTZ is not liable for the timely issue and receipt of the necessary visa by the respective diplomatic mission, if the client has commissioned the CTZ to acquire it, unless the CTZ was at fault for violating its own obligations.

## **12. Alternative Settlement of a Dispute; Choice of Law and Place of Jurisdiction**

**12.1.** With reference to the Act on Consumer Dispute Resolution the CTZ indicates that it will not participate in a voluntary consumer dispute resolution. In the event that a consumer dispute resolution should become mandatory after these travel terms and conditions have been printed, the CTZ will provide appropriate notice to the consumer. The CTZ makes reference to the European online dispute settlement platform <http://ec.europa.eu/consumers/odr/> with regard to all travel contracts concluded electronically.

**12.2.** In the case of clients/travelers who are not nationals of a Member State of the European Union or Swiss nationals, it is agreed that the entire legal and contractual relationship between the client/traveler and the CTZ shall be exclusively governed by German law. Such clients/travelers can file a complaint against the CTZ exclusively at the registered seat of the CTZ.

**12.3.** In the case of law suits brought by the CTZ against a client or contractual partner of the package travel contract, who are merchants, legal persons under public or private law, whose residence or usual place of residence is abroad or whose residence or usual place of residence at the time the law suit is brought is unknown, the place of jurisdiction will be agreed as the registered seat of the CTZ.

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### **Tour Agency:**

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**When you submit your data, you permit us to process, save and use the personal data you provide to process your request or order. Any other use of your data for any other purpose or a transfer to third parties will not take place. You can find more details about our privacy policy and your rights at: <https://tourismus.nuernberg.de/en/service/data-protection>**

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