

## **General Terms and Conditions of Travel for Package Tours of the Nuremberg Convention and Tourism Office, booking as of 30 June, 2018**

Dear Traveler,

Please carefully read these general terms and conditions for travel. These terms and conditions, to the extent effectively agreed, are an integral part of the tour contract (which you called in the following the traveler have concluded with the tour provider, the Nuremberg Convention and Tourism Office (Verkehrsverein Nürnberg e. V.) called in the following the CTZ (conclusion of the contract until 30 June, 2018) . These terms and conditions only apply to the package tours of the CTZ. They do not apply to the procurement of third-party services (for example, city tours or tickets) and not for contracts concerning accommodation services or their procurement

### **1. Conclusion of the Contract**

1.1. The following applies for all types of bookings:

- a) Basis of the offer of the CTZ and the booking of the traveler is the description of the package offer and the supplementary information in the booking basis as available to the traveler at the time of booking.
- b) If the content of the confirmation of booking differs from the content of the booking, this shall constitute a new offer from the CTZ. A contract on the basis of this new offer can be concluded when the traveler agrees by express declaration, payment of deposit, payment of the balance or by starting the tour.
- c) The person placing the booking shall be liable for all obligations stemming from other participants in whose name the booking has been made as well as his or her own, provided they have accepted this obligation by an explicit and separate declaration.
- d) The traveler must note that, due to the legal requirements of § 312b Sec. 3 Nr. 6 of the BGB (German Civil Code), for all types of bookings there is no right of cancellation after the contract has been concluded.

1.2. By booking a tour which can take place orally, by telephone, in writing, by e-mail or by fax the following conditions apply:

- a) With the booking, the traveler makes a binding contract with the CTZ for a package tour.
- b) The travel contract is concluded when the traveler receives a booking confirmation (Declaration of Acceptance) from the CTZ. This confirmation requires no particular form, with the consequence that both oral confirmation and confirmation by telephone are legally binding for the traveler. In the case of oral confirmation or confirmation by telephone, the CTZ will transmit a written copy of the booking confirmation to the traveler. Oral bookings or bookings by telephone by the traveler, which are confirmed orally, or by telephone constitute a binding contract, even if the corresponding written copy of the booking confirmation is not received by the traveler.
- c) If, at the request of the traveler, the CTZ presents a special offer, this will constitute notwithstanding the aforementioned regulations a binding contract offer from the CTZ to the traveler. In this case, the contract is concluded without a corresponding booking confirmation from the CTZ (which, however, will normally take place), when the traveler accepts the offer without restrictions, changes or additions within the deadline listed in the offer agrees by express declaration, payment of deposit, payment of the balance or by starting the tour.

1.3. In the case of bookings which take place without individual communication via an online-booking procedure (Contract in Electronic Commerce), the following regulations apply for the conclusion of contract:

- a) The procedures for online booking will be explained to the traveler on the corresponding website of the CTZ. The contract languages which are valid for the conclusion of an online booking are also listed.

b) When the contract text is saved in the online booking system of the CTZ, the traveler will be informed of this storage and the means to access the contract text in the future.

c) By pressing or clicking the button (the function area) Confirm Chargeable Booking the traveler offers the CTZ a binding conclusion of the tour contract. The traveler will immediately receive a confirmation that the booking has been received by electronic means.

d) The transmission of a contract offer by pressing or clicking the button Confirm Chargeable Booking does not entitle the traveler to the conclusion of a tour contract according to the booking data. The CTZ is free to decide whether or not to accept the contract offer of the traveler.

e) The contract is concluded by the receipt of the booking confirmation from the CTZ to the traveler. If the booking confirmation is displayed on the screen immediately (Booking in Real Time) following the execution of a booking from a traveler (by pressing or clicking the button Confirm Chargeable Booking), the tour contract is concluded with the receipt and display of the booking confirmation on the screen. In this case, the intermediate step of sending a confirmation that the booking has been received is not necessary. The traveler will be given the opportunity to save and print the booking confirmation. The binding character of this tour contract is, however, not dependent on whether or not the traveler uses the opportunity to save or print the booking confirmation. The CTZ will transmit an additional copy of the booking confirmation to the traveler via e-mail, e-mail attachment, letter or fax.

## **2. Deposit/Payment of Balance**

2.1. Upon conclusion of the contract (Receipt of the booking confirmation or acceptance of an offer from the CTZ) and following the issue of a risk coverage certificate (Sicherungsscheine) in accordance with § 651k of the BGB, a deposit is to be paid which will be deducted from the tour price. This deposit amounts to 20% of the tour price.

2.2. As long as the risk coverage certificate has been issued and it has been determined that the tour cannot be cancelled for one of the reasons listed in Section 8 of these terms and conditions, the outstanding balance must be paid 4 weeks before the start of the tour, unless in individual cases another payment date has been agreed. By bookings that take place less than 4 weeks before the tour begins, the entire price of the tour is due immediately.

2.3. In contrast to the regulations in Sections 2.1 and 2.2, the transfer of a risk coverage certificate is not applicable as a requirement of proof of solvency when the tour lasts no more than 24 hours does not include an overnight stay and the tour price is not more than € 75.00.

2.4. If the CTZ is prepared and able to deliver its contractual services and the traveler does not pay the total or pays only a portion of the deposit or outstanding balance within the agreed payment dates and no contractual or legal right of retention for the traveler exists, the CTZ has the right after giving notice with a time limit for payment to withdraw from the contract and to charge the traveler a cancellation fee in accordance with Section 3 of these terms and conditions.

## **3. Cancellation by the Traveler, Rebooking**

3.1. The traveler may cancel the tour contract at any time up to the commencement of the tour. It is strongly recommended that the cancellation be made in writing to avoid misunderstanding. The effective date is the receipt of the statement of cancellation by the CTZ.

3.2. In the case of cancellation by the traveler, the CTZ is entitled to request compensation for the travel arrangements and the expenses of the CTZ as follows, taking into account expenses saved and any possible other use of the contractual services elsewhere:

- a) up to the 31st day before the tour begins: 10 % of the tour price
- b) from the 30th to the 21st day before the tour begins: 20 % of the tour price
- c) from the 20th to the 12th day before the tour begins: 40 % of the tour price
- d) from the 11th to the 3rd day before the tour begins: 60 % of the tour price
- e) from the 3rd day before the tour begins and by no shows: 90 % of the tour price

3.3. It is strongly recommended that travel cancellation insurance and insurance to cover the costs of repatriation, in the event of accident or illness, be taken out.

3.4. The traveler reserves the right to provide evidence to the CTZ that the expenses did not actually arise or were substantially less than the flat-rate charges listed above. In this case, the traveler is obliged to pay only the expenses actually incurred.

3.5. The CTZ reserves the right to ask for a higher concrete compensation instead of the flat-rate charges when the CTZ can prove that much higher expenses incurred than the flat-rate charges. If the CTZ makes such a claim, it is required to provide detailed calculations and to provide documentary evidence for the same, taking into account expenses saved and any possible other use of the contractual services elsewhere.

3.6. If, after the tour contract has been concluded, the traveler requests modifications in regard to the date of travel, accommodations, meals or other services (Change in Booking), the CTZ may charge a handling fee of € 15 per change up to the 31st day before the tour begins, although the traveler has no legal right to the change in booking and such changes may be only made when possible. Requests for booking changes that arise after this time limit are only possible through cancellation of the tour contract according to the cancellation terms and conditions and a new booking. This does not apply to requests for booking changes that incur only minor expenses.

#### **4. Obligations of the Traveler (Notice of Defects, Cancellation, Term of Preclusion)**

4.1. The traveler is required to notify the CTZ immediately of defects in service that may arise and to ask for redress. Claims by the traveler shall only not become void, when the traveler fails to submit the required notice of defect through no fault of their own. A notice of defects to service providers, especially for accommodations, is not sufficient.

4.2. If the tour is substantially impaired as a result of a defect or if the traveler cannot reasonably be expected to take the tour as a result of such a defect and for reasons that are important and recognized by the CTZ, the traveler can terminate the contract pursuant to the legal regulations (§ 651e of the BGB). Termination is only allowed when the CTZ or its authorized representative has allowed a reasonable time limit set by the traveler to pass without taking remedial action. Setting a time limit is not required when redress is impossible or the CTZ or its authorized representative refuses to take remedial action or if the immediate termination of the travel contract is justified by a special interest of the traveler.

4.3. The traveler has the right to make claims in connection with non-compliant performance and service for the tour contract to the CTZ under the address listed below and within one month of the contractually scheduled date of the return journey. If the last day of the deadline falls on a Sunday, a state-recognized general public holiday at the place where the claims declaration is made, or on a Saturday, the next working day is taken as the end of the deadline. Claims by the traveler shall only not become void, when the traveler fails to submit the claim within the time limit through no fault of their own. A notice of defects to service providers, especially for accommodations, does not constitute compliance with the legal deadline. A written claim is strongly recommended.

#### **5. Limitations of Liability**

5.1. The contractual liability of the CTZ for damages that do not result in loss of life, bodily injury or damage to health is restricted to three times the package price, as long as loss or damage to the traveler were caused neither intentionally nor by gross negligence or the CTZ is responsible for damages incurred by the traveler solely on account of the fault of a service provider.

5.2. The CTZ is not liable for deficiencies in information and service in conjunction with services a) that are not contractually agreed main deliverables and not part of the tour package of the CTZ and can be recognized as such by the traveler and are described as third-party services in the tour description or booking confirmation or b) that are arranged solely as third-party services during the stay (for

example, spa and wellness services, sports events, theater tickets, exhibitions, excursions, etc.). A liability of the CTZ arising from the procuring agency service relationship for a) and b) remains unaffected by this.

## **6. Cancellation by the CTZ when the officially required minimum number of participants is not reached**

6.1. The CTZ can, when the description and information for a tour includes a required minimum number of participants, cancel the tour contract when the minimum number of participants announced in the description or set by governmental authorities is not achieved. This cancellation must take place a minimum of 4 weeks before the tour begins.

6.2. The required minimum number of participants must be listed in the booking confirmation or the confirmation must note where such information may be found in the tour description.

6.3. The CTZ is required to notify the traveler without delay after fulfilment of the requirement for non-execution of the tour and send the traveler a statement of cancellation without delay.

6.4. If it is clear that the tour will not take place before the deadline described in Section 6.1. expires, the CTZ is required to give notice of the cancellation without delay.

6.5. In the case of a cancellation by the CTZ because the announced required minimum number of participants is not reached, the traveler can request to take part in an equivalent alternative tour, as long as the CTZ is able to offer such a tour without additional costs. The traveler must claim this right without delay upon receiving notice of tour cancellation from the CTZ.

6.6. In the case of a cancellation the guest will be refunded the tour price paid without delay.

## **7. Services Not Used**

If the traveler does not make use of individual tour services as a consequence of a premature journey home, owing to illness or for other reasons beyond the control of the CTZ, the traveler has no claim to a proportionate refund. The CTZ will attempt as long as it does not pertain to very small sums to claim refunds from service providers and pay these back to the traveler as soon and as much as they are refunded to the CTZ from the individual service providers.

## **8. Limitations of Actions: Information on the Settlement of Consumer Disputes**

8.1. Claims by the traveler according to §§ 651c to f of the BGB concerning loss of life, bodily injury or damage to health which result from an intentional or through gross negligence breach of duty by the CTZ, its legal representatives or its agents, lapse in two years. This applies also to claims for compensation for other damages that arise from an intentional or through gross negligence breach of duty by the CTZ, its legal representatives or agents.

8.2. All other claims according to §§ 651c to f of the BGB lapse in one year.

8.3. The deadline for limitations of actions according to Section 8.1 and 8.2 begins on the day on which a tour should end according to contractual agreements. If the last day of the deadline falls on a Sunday, a state-recognized general public holiday at the place where the claims declaration is made, or on a Saturday, the next working day is taken as the end of the deadline.

8.4. If there are ongoing negotiations between the traveler and the CTZ about a claim or the circumstances giving rise to the claim, the limitation period shall be suspended until the traveler or the CTZ refuses to continue negotiations. The limitation period begins no earlier than three months after the end of the suspension.

**8.5.** The **CTZ** points out that in regard to the law on the settlement of consumer disputes that when these terms and conditions for travel went to press essential provisions of the law were not yet in force. The CTZ does not take part in a voluntary settlement of a consumer disputes. If the settlement of consumer disputes after these terms and conditions for travel went to press would become mandatory for the CTZ, the CTZ will inform the guest about this in a suitable form. The CTZ makes reference for all travel contracts concluded in electronic legal relations to the European Online Settlement of Consumer Disputes Platform <http://ec.europa.eu/consumers/odr/>.

## **9. Applicable Law and Jurisdiction**

9.1. For travelers who are not citizens of a European Union Member State or are citizens of Switzerland, German law shall be agreed as valid for the entire legal and contractual relationship between the traveler and the CTZ. Such travelers can only file a lawsuit against the CTZ at the registered seat of the CTZ.

9.2. The venue for any legal action by the tour provider against the traveler or contract partner of the tour contract, who are agents, legal entities according to public or private law or individuals and have their place of legal residence or ordinary place of residence outside Germany or whose place of legal residence or ordinary place of residence is unknown at the time legal proceedings are instituted, shall be the registered seat of the CTZ.

**About our privacy policy:** We process your personal data only within the scope of legal regulations. 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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### **Tour operator is:**

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