

General Terms and Conditions for Experience Offers of Heidelberg Marketing GmbH for Contracts Concluded as of July 01st, 2018

Dear customers,

As far as they are effectively agreed, the following provisions shall become the content of the service contract concluded between the customer and **Heidelberg Marketing GmbH** (hereinafter: „**HDM**“), **for contracts concluded as of July 01st, 2018, for provision of experience offers.** They shall supplement the statutory provisions of §§ 611 et seqq. German Civil Code and detail these. **Therefore, please read these terms and conditions with care before booking!**

1. Position of HDM; area of application of these terms and conditions; applicable legal provisions

1.1 These terms and conditions for experience offers shall apply to guided tours for visitors, tours and boat rides that are offered in the catalog “Experience offers” of **HDM** and that take less than 24 hours according to § 651a para. 5 no. 2 German Civil Code, and do not include any overnight stay (day trips) and the travel price of which does not exceed 500 Euro. These day-trip offers are hereinafter referred to as “Experience Offers”.

1.2 HDM shall render the offered Experience Offer services as a service provider and direct contracting partner of the customer or the client.

1.3 The legal relationship **between HDM and the customer** or the client shall be primarily subject to the agreements reached with **HDM**, and these terms and conditions as a supplement, with the statutory provisions on **contracts for services §§ 611 et seqq. German Civil Code applying alternatively.**

1.4 As far as mandatory provisions under international or European law that are to apply to the contractual relationship with **HDM** do not stipulate anything else to the customer's or client's benefit, the entire legal and contractual relationship with **HDM shall be subject to German law exclusively.**

1.5 The following provisions shall only apply to Experience Offers of **HDM**. Travel agreements and multi-day trips that include accommodation services are subject to the travel conditions of **HDM**.

2. Conclusion of the contract; groups; provision of a group client

2.1 The following shall apply to all bookings of Experience Offers:

a) Bookings are accepted as bookings in person, by phone, by fax or by email.

b) The basis of the offer from **HDM** and the customer's booking shall be the description of the experience offer and the supplementary information in the booking basis, as far as these are available to the customer when booking.

c) If the content of the booking confirmation deviates from the content of the booking, this constitutes a new offer by **HDM**. The contract shall be concluded based on this new offer when the customer declares acceptance by express declaration, downpayment or payment of a remaining amount or by using the services.

d) The customer who places the booking shall be liable for the contractual obligations of other participants for whom he places the booking as if for his own, as far as he has assumed the corresponding obligation by express and separate declaration. This shall apply accordingly to group clients or persons responsible for the group in light of any group trips booked within the meaning of the following **item 2.2** and the travel participants registered by the group client or person responsible for the group.

2.2 The following provisions shall apply as supplements for Experience Offers to closed groups. Experience Offers to closed groups within the meaning of these provisions shall only be group trips that are organized by **HDM** as the responsible provider and booked and/or processed via a person responsible for the group or a group client who acts as authorized person for a certain group of participants.

2.3 HDM and the respective group client can agree in respect of such a group trip that the group client as authorized representative of the group trip participants is granted special rights.

2.4 HDM shall not be liable for any services or service aspects of any kind that – with or without knowledge of **HDM** – are offered, organized, performed and/or provided to the customers by the group client or person responsible for the group in addition to the services of **HDM**. This shall specifically include the travel to and from departure and return locations contractually agreed with **HDM** that is organized by the group client or the person responsible for the group, any events not contained in the service scope of **HDM** before and after the Experience Offer and along the way (transport, excursions, meetings, etc.) and any tour guides deployed by the group client or person responsible for the group who are not contractually owed by **HDM**.

2.5 HDM shall not be liable for any measures and omissions of the group client or person responsible for the group or any tour guide deployed by the group client or person responsible for the group before, during and after the tour, in particular not for any changes to contractual services that are not coordinated with **HDM**, instructions to local guides, special agreements with the different service providers, information and representations towards the customers.

2.6 As far as this is not expressly agreed, the group client or the person responsible for the group or any tour guides deployed by him shall not have the right or the authorization to receive any reports on defects from the group tour participants. They also shall not have the right to accept any customer complaints or payment claims in the name of **HDM** for **HDM** during or after the tour.

2.7 Bookings of Experience Offers shall be directly binding upon the customer and shall lead to conclusion of the binding contract on the Experience Offer by **HDM**'s confirmation by phone or orally. The contract shall therefore be concluded by receipt of the booking confirmation (acceptance declaration) by **HDM**, which shall not require any specific form, with the consequence that oral confirmations and confirmations by phone

shall be legally binding upon the customer.

2.8 HDM notes that there is no revocation right according to the statutory provisions (§ 312g paragraph 2 sentence 1 no. 9 German Civil Code), even if the service contract was concluded by way of distance selling. The other statutory rescission and termination rights of the customer shall not be affected by this.

2.9 For bookings made through the website of HDM, the following shall apply to conclusion of the contract:

- a)** By pushing of the button **"Book subject to payment"**, the customer bindingly offers conclusion of the contract for the Experience Offer to **HDM**. Receipt of the customer's booking will be confirmed to him without delay electronically.
- b)** The submission of the contract offer by pushing the button **"Book subject to payment"** shall not found any claim of the customer or client to conclusion of a contract with **HDM** according to his booking information. Instead, **HDM** shall be free in its decision to accept or reject the customer's or client's contract offer.
- c)** The contract shall be concluded by receipt of the booking confirmation of **HDM** by the customer or client.

3. Services, reservation of replacement; deviating agreements; changes to essential services; duration of services; weather

3.1 The service owed by **HDM** shall comprise rendering of the respective service according to the service description and the additionally concluded agreements.

3.2 If a certain group size must not be undercut or exceeded for a service, this must be indicated in the service description.

3.3 Modifications of or supplements to the contractually offered services shall require an express agreement with **HDM**, for which text form is urgently recommended to serve as evidence.

3.4 Modifications of essential services that deviate from the agreed contents of the contract and that become necessary after conclusion of the contract (in particular also changes to the schedule of the respective rendering of services) and that were not initiated by **HDM** in bad faith shall be permitted as far as the changes are not considerable and do not impair the overall scope of the service. Any warranty claims of the customer or client in case of such modifications of essential services shall not be affected.

3.5 Information on the duration of services shall be approximates.

3.6 The following shall apply to weather conditions and their effects on agreed services:

- a)** Where not expressly agreed on differently from case to case, **the agreed services shall take place in any weather.**
- b)** Weather shall therefore not entitle the customer or client to free-of-charge withdrawal or termination concerning the contract with **HDM**. This shall not apply only if the weather impairs the body, health or property of the customer or the participants of the client in the service so considerably that performance is objectively unreasonable for the customer or client and his participants.
- c)** If such situations are present at commencement of the service or if they are objectively expected for the agreed time of the service before its commencement, both the customer or client, and **HDM** shall have the right to terminate the contract for the service by way of proper or extraordinary termination.

4. Rendering of services and payment terms

4.1 The agreed services shall include rendering of services and additionally offered and agreed services.

4.2 The agreed price shall be paid at commencement of the Experience Offer or after its completion against an invoice.

4.3 The following shall apply where the customer has no contractual or statutory withdrawal right and **HDM** is willing and able to render the contractual services:

- a)** If the customer does not or not completely pay the price for the services when the prerequisites for it falling due are met, **HDM** shall have the right to withdraw from the contract and to claim damages from the customer pursuant to §§ 280 para. 1, 241 para. 2 German Civil Code according to the proviso of the following item 7.
- b)** Without complete payment of the service price, the customer shall not have any claim to using the services.

5. Booking changes; changes to the invoice address

5.1 A claim of the customer or the client to modifications concerning the **date of the service, time, departure and destination sites of the services (booking change)** after conclusion of the contract **shall not apply**. Upon the customer's or client's wish, it can be reviewed whether a booking change is possible anyway. The booking change request will only be accepted in text form.

6. Non-utilization of services

6.1 If the customer or client does not use the agreed services wholly or in part without any fault of **HDM, in particular due to not appearing for rendering of the respective service without termination of the contract**, although **HDM** is willing and able to render the services, there shall be **no claim to reimbursement of payments already made**.

6.2 The agreed remuneration shall be according to the **statutory provisions (§ 615 s. 1 and 2 German Civil Code)**:

- a)** The agreed remuneration **shall be paid** without there being any claim to subsequent performance.
- b)** However, **HDM** shall accept set-off of expenses saved and any remuneration that **HDM** acquires by other use of the agreed services or neglects to acquire in bad faith against the remuneration.

7. Termination and withdrawal by the customer or client

7.1 The customer or client may **terminate** the contract with **HDM** after conclusion of the contract. Termination shall not require any specific form. Termination in text form is, however, **urgently recommended**.

If the customer or client declares termination or does not use services without declaring termination – in particular by not appearing –, **HDM** may demand reimbursement for the travel plans made and the connected expenses. Calculation of the reimbursement shall generally consider possible other uses of the service and usually saved expenses. The following cancellation fees shall apply:

- **from day 9 to day 5 before the start of the tour 50%,**

– **from day 4 onwards and if not showing up to start the tour, 90%** of the total price agreed.

7.2 The customer shall in any case have the right to prove to **HDM** that **HDM** has incurred no damage or a much lesser damage than the flat rate claimed by it in compensation.

7.3 **HDM** reserves the right to demand a higher specific compensation instead of the above amounts as far as **HDM** proves that **HDM** has incurred considerably higher expenses, in particular where individual service components of the Experience Offer are not reimbursed by the service provider. If **HDM** asserts such a claim, **HDM** shall be obligated to specify the amount and document the required compensation under consideration of any saved expenses and any other use of the travel service.

7.4 The above termination rules shall not affect the statutory or contractual termination rights of the customer in case of defects of the services of **HDM** and any other statutory warranty claims.

8. Liability of HDM; insurances

8.1 Liability of HDM for damage that does not result from violation of life, body or health of the customer or client **shall be excluded** as far as the damage was not caused by **HDM** willfully or by gross negligence.

8.2 HDM shall not be liable for services, measures or omissions of accommodation and meal operations or any other providers that are visited in connection with the service, except if the damage was caused or contributed to by culpable violation of obligations of **HDM**.

8.3 The agreed contractual services contain insurances to the benefit of the customer or clients **only if this is expressly agreed. The customer or client is expressly recommended to take out cancellation costs insurance.**

9. Termination due to behavior-related reasons

9.1 HDM may terminate the service contract without observing any period of notice if the customer causes sustained disturbance in spite of a warning by **HDM** or acts in violation of the contract at a scope that justifies immediate cancellation of the contract.

9.2 If **HDM** declares termination, **HDM** shall retain the claim to the service price; however, **HDM** must accept set-off of the value of saved expenses and the benefit that **HDM** acquires from other use of the service not utilized.

10. Choice of law; place of jurisdiction; consumer dispute resolution

10.1 The entire legal and contractual relationship between the customer and **HDM** shall be subject to German law exclusively. The customer may raise a claim against **HDM** only at the registered office of **HDM**.

10.2 For actions of **HDM** against the customer, the customer's place of residence shall be relevant. For claims against customers who are merchants, legal entities under public or private law or persons who have their residence or common abode abroad or whose place of residence or common abode is not known at the time at which the claim is raised, the place of jurisdiction shall be the office of **HDM**.

10.3 The above provisions shall not apply

a) if and as far as anything other results to the benefit of the customer from any terms that cannot be contractually waived from conventions applicable to the contract for services between the customer and **HDM** or

b) if and as far as any provisions applicable to the contract for services that cannot be waived in the member state of the EU to which the customer belongs are more beneficial for the customer than the above provisions or the corresponding German provisions.

10.4 In light of the law on consumer dispute resolution, **HDM** notes that **HDM** will not participate in any voluntary consumer dispute resolution. If consumer dispute resolution was to become binding upon **HDM** after printing of these travel conditions. **HDM** shall inform the consumers about this in a suitable form. **HDM** informs about the European online dispute solution platform <http://ec.europa.eu/consumers/odr/> for any contracts concluded in electronic legal transactions.

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