

General Terms and Conditions

Heidelberg Marketing GmbH Package Travel Terms and Conditions effective for bookings from July 1, 2018

To our guests:

We ask that you carefully read the following Package Travel Terms and Conditions. To the extent effectively agreed, these Terms and Conditions become part of the contract for package travel concluded between the customer / traveler (hereinafter referred to as the "Traveler") and Heidelberg Marketing GmbH (hereinafter referred to as "HDM"). They supplement the statutory provisions contained in sections 651a - y of the German Civil Code (Bürgerliches Gesetzbuch – "BGB") and Articles 250 and 252 of the Introductory Act to the German Civil Code (Einführungsgesetz zum BGB – "EGBGB") and expand upon them. **These Terms and Conditions apply exclusively to package travel arrangements from HDM. They do not apply to package travel arrangements for groups of 15 persons or more, to the arrangement of third-party services (e.g. guided tours and tickets), nor to contracts for accommodation services or making arrangements for such contracts.**

1. Conclusion of the travel contract; Obligations of the Traveler

1.1 The following applies to all booking channels:

- a) The trip description and supplemental information provided by HDM for the respective trip, to the extent available to the Traveler at the time of booking, comprise the basis for an offer by HDM and the booking made by the Traveler.
- b) Travel agents and booking offices are not authorized by HDM to make agreements, to provide information, or make warranties that amend the agreed contents of the travel contract, extend beyond, or conflict with what is included in the trip description and/or services contractually agreed by HDM.
- c) Information contained in hotel guides and similar listings that are not published by HDM is not binding upon HDM and its duty of performance to the extent not included within HDM's duty of performance by express agreement with the Traveler.
- d) If the contents of the travel confirmation from HDM deviate from the contents of the booking, this comprises a new offer from HDM which is binding upon it for a period of ten days. A contract is concluded on the basis of this new offer in the event that HDM has provided notice of the change in regard to the new offer, has satisfied its pre-contractual information obligations and the Traveler accepts such offer during the ten-day period referred to above by express statement to the travel agency or by making advance payment.
- e) The pre-contractual information provided by the travel agent with regard to the essential features of the trip, the trip price and all additional costs, payment arrangements, minimum number of participants, and cancellation fees (pursuant to Article 250 section 3 nos. 1, 3, to 5 and 7 EGBGB) do not become part of the package travel contract only if expressly agreed between the parties.
- f) The Traveler is liable for all contractual obligations of other travelers for whom the Traveler makes a booking to the extent of the Traveler's own liability, provided the Traveler has made such an undertaking by express and separate agreement.

1.2 The following applies to bookings made verbally, by telephone, in writing, by email, or fax:

- a) When making a booking, the Traveler is making a binding offer to conclude a package travel contract with HDM. The Traveler is bound by the booking for three business days.
- b) The contract is concluded upon receipt of the trip confirmation (acceptance notice) from HDM. Upon or immediately after conclusion of the contract, HDM will provide the Traveler a trip confirmation, the contents of which comply with applicable laws and regulations, on a durable medium (which permits the Traveler to save or store the confirmation unedited such that it will be accessible to the Traveler for a reasonable period, e.g. on paper or by email), provided the Traveler does not have a right to a trip confirmation in paper form pursuant to Article 250 section 6 subsection (1) second sentence EGBGB whilst the contract was concluded in the simultaneous physical presence of both parties or outside of the business premises.

1.3 HDM notes that there is no right to cancellation under applicable law (section 312 subsection (7), section 312g subsection (2) first sentence no. 9 BGB) in the case of package travel contracts under sections 651a and 651c BGB concluded via distance sales (letters, catalogues, telephone calls, fax, email, or messages (SMS) sent via mobile network as well as radio, telemedia, and online services) but rather only the statutory revocation and termination rights, in particular revocation pursuant to section 651h BGB (see also section 3) are available. However, there is a cancellation right if the contract for travel services under section 651a BGB is concluded outside of 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 a consumer; there is likewise no right of cancellation in the latter case.

2. Payment

2.1 HDM and the travel agency may only request or accept payments for the trip prior to the end of the package travel if an effective customer funds insurance contract is in place and the Traveler is provided a risk coverage certificate with the name and contact information of the customer funds insurer in clear, understandable and highlighted fashion. Following conclusion of the contract, the trip price is due for payment four weeks prior to the commencement of travel in exchange for provision of the risk coverage certificate, provided the booking confirmation / invoice does not reflect any other agreement. The entire trip price is immediately due for payment in the case of bookings made less than four weeks prior to the commencement of travel.

2.2 The provisions of section 2.1 notwithstanding, a risk coverage certificate need not be provided as a prerequisite for payment falling due if the package travel offer does not include transportation to and / or from the location at which the package travel services will be provided and, contrary to section 3.1, it has been agreed and noted in the trip confirmation, that the entire trip price is due for payment at the end of the package travel upon the end of travel without prior advance payment.

2.3 If the Traveler does not make an advance payment and / or the final payment in accordance with the agreed payment terms, even though HDM is ready and able to provide the contractually agreed services, has satisfied its statutory information obligations, and the Traveler has no statutory or contractual right of retention, HDM is entitled to revoke the package travel contract following a warning and grant of a grace period and charge the Traveler cancellation fees in accordance with section 3.

3. Cancellation by the Traveler; Rebooking

3.1 The Traveler may cancel the package travel contract at any time before departure. Cancellation must be communicated to HDM at the address set out below; if the trip has been booked via a travel agency, notice of cancellation may also be provided to the travel agency. It is advisable for the customer to provide notice of cancellation in writing.

3.2 If the customer cancels prior to the commencement of travel or fails to begin travel, the tour operator loses the right to receive the trip price. In lieu thereof, the tour operator may demand reasonable compensation, provided the tour operator is not responsible for the cancellation, or exceptional events occur at the destination or in its immediate vicinity that significantly impair the ability to provide the package travel or transport persons to the destination; circumstances are unavoidable and exceptional if they are not subject to the control of the tour operator and the results of which could not have been prevented even if all reasonable precautions had been taken.

3.3 HDM has defined the following fixed compensation levels under consideration of the period between notice of cancellation and the commencement of travel as well as under consideration of expected savings and the expected profits that may be earned by other use of the travel services. Compensation is computed based on the relevant cancellation tier based on the time at which notice of cancellation is received:

a) Between the 27th and the 21st day prior to the commencement of travel, 20 % of the trip price

b) Between the 20th and 12th day prior to the commencement of travel, 40 % of the trip price

c) Between the 11th and the 3rd day prior to the commencement of travel, 60 % of the trip price

d) From the 2nd day prior to the commencement of travel and in the case of a no-show, 90 % of the trip price.

3.4 We strongly encourage the purchase of travel cancellation insurance as well as insurance to cover return related expenses in the event of an accident or illness.

3.5 In any event, the Traveler is free to prove to HDM that HDM incurred no damages at all or damages that are significantly less than the fixed cancellation fees demanded by HDM.

3.6 HDM reserves the right to demand specific, higher damages in lieu of the fixed cancellation fees set out above to the extent HDM proves that HDM has incurred expenses that are significantly in excess of the applicable fixed cancellation fee. In such cases, HDM is obliged to specifically quantify and substantiate the amount of compensation demanded subject to consideration of saved expenses and any other use of the travel services.

3.7 If the tour operator is obliged to refund the trip price following cancellation, the tour operator is required to make such a refund without delay and in any event within fourteen days of receipt of the notice of cancellation at the latest.

3.8 The foregoing is without prejudice to the customer's statutory right to demand that a third party take over the rights and duties under the package travel contract in lieu of the Traveler pursuant to section 651e BGB by providing notice to the tour operator on a durable medium. Such a declaration is timely in any event if received by the tour operator 7 days before the commencement of travel.

3.9 If any changes are made with regard to travel dates, accommodations, meal arrangements, or other services (booking changes) at the request of the Traveler after the conclusion of the contract, HDM may, up to the 31st day prior to the commencement of travel, impose a fee of € 15.00 without the Traveler's having a legal right to any such booking changes and only to the such extent such changes are possible. Later booking changes are only possible subject to termination of the travel contract and rebooking in accordance with the terms of cancellation set out above. The foregoing does not apply to requests for booking changes that result in only minor expenses, or if booking changes are necessary because HDM provided the Traveler no, insufficient or incorrect pre-contractual information as required under Article 250 section 3 EGBGB.

4. Duties of the Traveler

4.1 Travel documents: The customer is required to notify HDM or the travel agent from whom he booked the package travel if he does not receive the required travel documents (e.g. hotel or other vouchers) by the deadline indicated by HDM.

4.2 Notice of defects / Demand for relief:

a) The Traveler may demand relief if the package travel is not provided free of defects.

b) In the event that HDM could not provide relief due to a failure to provide notice of the defect for which the Traveler was at fault, the Traveler may not demand a reduction in price under section 651m BGB or compensation for damages under section 651n BGB.

c) The Traveler is obliged to provide notice of defects immediately to HDM's local representative. If a local representative of HDM is neither available, nor contractually required, any defects in the package travel are to be reported to HDM at the contact office indicated by HDM. The booking confirmation will provide information regarding the availability of a local representative of HDM and/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 HDM is commissioned to provide relief to the extent possible. However, such representative is not authorized to recognize any claims.

4.3 Deadlines prior to termination: If the Traveler desires to terminate a package travel contract pursuant to section 651l BGB due to a major defect in the travel package of the type described in section 651i subsection (2) BGB, the Traveler is first required to provide HDM a reasonable period to provide relief. The foregoing does not apply only in cases where HDM refuses to provide relief or if immediate relief is required.

5. Limitation of liability

5.1 Contractual liability for damages on the part of HDM that do not result from injury to life, limb or health, and are not the result of fault on the part of HDM, is limited to three times the trip price.

5.2 HDM is not liable for interruptions in performance, personal and material damages related to services that are only provided as third-party services (e.g. excursions offered by third parties, sporting events, theatre visits, or exhibitions) if these services are explicitly labeled in the travel description and booking confirmation, are clearly labeled as third-party services, 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 HDM package travel and may be selected separately. This is without prejudice to sections 651b, 651c, 651w and 651y BGB.

5.3 Nonetheless, HDM is liable if, and to the extent that, damages result from a violation of notice, information or organizational duties on the part of HDM.

6. Unused services

The Traveler has no right to a proportionate refund if the Traveler does not make use of specific elements of the package travel due to premature return related to an illness or other grounds for which HDM is not at fault. However, to the extent that very small sums are not involved, HDM will endeavour to obtain a refund from the service provider and repay the corresponding amounts to the Traveler as soon as, and to the extent that, such amounts are actually refunded to HDM from the individual service providers.

7. Choice of law and jurisdiction; Information regarding consumer dispute settlement

7.1 In relation to Travelers who are not citizens of a member state of the European Union or Switzerland, the parties agree to the exclusive application of German law to the either legal and contractual relationship between HDM and the Traveler. Such Travelers may only lodge suit against HDM at its place of domicile.

7.2 In the case of lawsuits lodged by HDM against Travelers and / or contractual partners to the package travel contract who are merchants, legal persons under public or private law and who maintain their residence or habitual place of abode outside of Germany, or whose residence or habitual place of abode is unknown at the time a lawsuit is lodged, the location of HDM's domicile is the agreed place of jurisdiction.

7.3 With reference to the Act on Consumer Dispute Resolution (Gesetz über Verbraucherstreitbeilegung), HDM indicates that it will not participate in voluntary consumer dispute resolution. HDM will provide appropriate notice to the consumer should consumer dispute resolution become mandatory for HDM after these Terms and Conditions have been printed. HDM notes the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> with regard to all travel contracts concluded electronically.

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