

♥ Heidelberg

**General Terms  
and Conditions**  
Heidelberg  
Marketing GmbH

[www.heidelberg-marketing.com](http://www.heidelberg-marketing.com)

# General Terms and Conditions

## Heidelberg Marketing GmbH, Travel Conditions for Package Tours for Groups

Dear guests,

The following provisions shall, as far as they are effectively agreed, become the content of the package tour agreement concluded between you as travel participant (in the following "TP") and Heidelberg Marketing GmbH – hereinafter in short "HDM". They supplement the legal provisions of section 651a – y German Civil Code (Bürgerliches Gesetzbuch; BGB) and sections 250 and 252 of the introductory law for the BGB (Einführungsgesetz zum BGB; EGBGB) and detail them. **They shall solely apply to package tours of groups with at least 15 participants. Please read these travel conditions with care before booking.**

### 1. Conclusion of the Package Tour Agreement, Provision of the Group Client and the Person Responsible for the Group

**1.1** The group ordering contractee ("group ordering client") shall be the institution, the legally capable or non-legally-capable association, the company or other entity under private or public law who is charged by HDM with execution of the group tour.

**1.2** The person responsible for the group shall be the person acting for the group ordering client, and during the tour specifically the service provider assigned by the group client.

**1.3** For tours of closed groups within the meaning of these travel conditions, the contractual partner of the travel contract shall be the TP, who has the legal position of a beneficiary according to the provisions of a contract to the benefit of third parties (section 328 BGB) concerning the agreements made between the group client and HDM.

**1.4** A group tour can only be booked in text form.

**1.5** The following shall apply to all bookings:

**a)** For the "group tours" (with overnight stay), HDM shall submit a binding offer for conclusion of a travel agreement and the coordination of the details to the group client as independent contracting partner and debtor from the group client. The contract shall solely be concluded upon receipt of the written acceptance of the offer by the group client to HDM within the period for acceptance indicated by HDM.

**b)** Upon or without undue delay after conclusion of the contract, HDM shall provide the group client with a travel confirmation in compliance with the legal provisions on a permanent data carrier (enabling the group client to keep or store the declaration unchanged, so that it will be accessible to him within an appropriate period of time, e.g. on paper or by email) for all participants, provided that the group client does not have any claim to a travel confirmation on paper according to sect. 250 section 6 para. (1) sentence 2 EGBGB, due to the contract being concluded during concurrent physical presence of both parties or outside of business premises.

**c)** A declaration of acceptance with changes, restrictions or expansions towards the offer of HDM shall not lead to conclusion of a contract. It is recommended that the group client requests a new offer if any changes are desired. **1.6** HDM notes

that there is no right to withdraw, according to the statutory provisions (Section 312 Subsection 7 of the German Civil Code), for any package tour agreements according to section 651a and section 651c German Civil Code that are concluded by distance selling (letters, catalogue, phone calls, teletypes, emails, messages sent via a mobile phone provider (text messages) and radio, telemedia and online services), i.e. neither for the group client, nor for the participants, but only the statutory cancellation and termination rights, and specifically the right to cancellation in accordance with section 651h German Civil Code (see also point 6). However, there shall be a right to withdraw if the contract for travel services according to section 651a German Civil Code was concluded outside of business premises, except if the oral negotiations on which the conclusion of the contract is based took place upon the previous order of the consumer; in the latter case, there shall also not be any right to withdraw. The information above shall also apply if accommodation services are booked with HDM, (e.g. hotel rooms) and HDM is not the agent but the immediate contract partner of the TP.

### 2. Contract Basics, Services, Travel Agents, Third-party Leaflets

**2.1** The contractual service obligations of HDM are determined according to the travel offer in conjunction with the booking confirmation and any supplementary information of HDM for the respective tour, as far as these are available to the group client or the TP upon booking. As far as HDM made an offer to the group client according to item 1.5, and a contract has been concluded between HDM and the group client on this basis, the contractual service obligation shall solely be based on the content of this offer and the information and indications referenced in it concerning the services of HDM.

**2.2** Service providers (e.g. hotels, transport companies) and agencies shall not be authorized to make agreements, provide information or make representations that change the agreed content of the package tour agreement, exceed the contractually promised services of HDM or contradict the travel offer.

**2.3** Location and hotel brochures that are not issued by HDM shall not be binding upon HDM and for its performance obligation, as far as it was not made the object of the travel offer or the content of the service obligation of HDM by express agreement with the group client.

**2.4** The precontractual information provided by HDM concerning essential properties of the travel services, the tour price and any additional costs, the payment modalities, the minimum participant numbers and the cancellation flat rates (purs. to section 250 section 3 items 1, 3 to 5 and 7 EGBGB) shall only then not become part of the package tour contract if this has been expressly agreed between the parties.

### 3. Payment

**3.1** HDM may only request or accept payments for the trip prior to the end of the package tour if an effective money hedging contract is in place and the group client is provided with a

collateral certificate by HDM, with the name and contact information of the money hedging provider in clear, understandable and highlighted fashion.

**3.2** HDM may either provide the group client with an overall collateral certificate for all participants, or a collateral certificate for each participant with the proviso that the group client is obligated, at the choice of HDM, to either provide it to the individual participants or to keep it in trust for them. The group client must ensure that it has either an overall collateral certificate or the individual collateral certificates before collecting cash from the participants according to item 3.3.

**3.3** The tour participants shall pay the deposit and / or balance to the group client, unless something different has been expressly agreed in written form. Direct payment of the tour participants to HDM shall not be possible. The group client shall act as HDM's authorized collection agent for the tour participants in this context.

**3.4** The group client shall be liable towards HDM for culpable violations of its above cash collection obligations as far as HDM suffers any loss of payment caused by such violations of obligations. Independently of any corresponding violation of obligations, the group client shall be liable for the overall payment as far as it has assumed a corresponding obligation by express and separate declaration.

**3.5** After conclusion of the contract, a deposit of 10 % of the tour price shall be due for payment immediately against handing provision of the collateral certificate to the group client according to the proviso of item 3.2.

**3.6** The remaining payment shall be due 30 days before the start of the tour, provided that the collateral certificate has been handed over to the group client, when it is certain that the tour can no longer be canceled according to item 8 of these travel conditions because an agreed minimum number of participants is not reached. For bookings made less than 30 days before the tour commences, the entire tour price shall be due for payment at once.

**3.7** If deposits and / or the remaining payment are not made by the group client according to the agreed due dates for payment even though HDM is ready and able to properly perform the contractual services, has met its statutory information obligations and although the group client has no statutory or contractual retention right, HDM shall have the right to withdraw from the package tour contract after sending a reminder with a reasonable grace period following the expiration of the deadline, and to charge the group client with cancellation fees in accordance with item 6 of these terms as far as the group client is responsible for the default of payment.

#### **4. Payment Obligations of the Group Client with an Agreed Minimum Participant Number / Graduated Prices**

**4.1** If a certain minimum participant number is agreed as basis for the price with the group client, the group client shall owe the corresponding tour price as an independent payment obligation, irrespective of the actual participant number and notwithstanding the right of HDM to withdraw from the contract if applicable, according to the provisions in item 8 of these conditions.

**4.2** If any graduated prices are agreed with the group client in that the price per participant increases when certain participant numbers are not reached, the group client shall owe the corresponding payment as an independent contractual obligation, independently of the payment obligations of the participants as such.

#### **5. Changes to Contract Terms Before Commencement of Travel That Do Not Concern the Travel Price**

**5.1** Deviations from essential properties of travel services according to the agreed terms of the package travel contract that become necessary after conclusion of the contract and were not initiated by HDM in bad faith, shall be permitted before commencement of travel as far as the changes are not considerable and do not adversely affect the overall scope of the trip.

**5.2** HDM shall be obligated to inform the traveler via a durable medium (including email, text message or voice message) in a clear, understandable and highlighted manner immediately after taking note of any cause for changes to services.

**5.3** In case of a considerable change to an essential property of a travel service or a deviation from special requirements by the traveler that became part of the package travel contract, the group client or traveler shall have the right to either accept the changes communicated by HDM within the reasonable period set and communicated by HDM together with the notification of changes or to cancel the package travel contract free of charge. If the traveler does not declare cancellation from the package travel contract to HDM within the set period, the change shall be considered as accepted.

**5.4** Any possible warranty claims shall remain unaffected, insofar as the modified services are defective. If HDM incurred lower costs for executing the modified trip or any trip of the same quality and price offered in lieu, the traveler shall have a right to reimbursement in the amount of the difference according to Section 651m Subsection 2 of the German Civil Code.

#### **6. Cancellation by Travel Participant prior to start of Travel / Cancellation Fee**

**6.1** The group client and the tour participants may cancel the package tour contract at any time before commencing the tour. The cancellation shall be declared towards HDM under the address indicated in these conditions. If the tour was booked via a travel agent, the cancellation can also be declared towards him. Cancellations shall be submitted in written form (Section 126b of the German Civil Code, f. ex. e-mail or fax). If the group client is a merchant or legal entity under private or public law, he shall make cancellation declarations in writing only.

**6.2** If the group client or the participants withdraw before commencement of the tour or if any participants do not start the tour, HDM will lose its claim to the tour price. HDM may demand an appropriate compensation instead as far as it is not at fault for the cancellation. HDM may not demand compensation if unavoidable exceptional events that significantly impair the ability to provide the package tour or to transport people to the destination occur at the destination, or in its immediate vicinity; circumstances are deemed unavoidable and exceptional if they are not subject to the control of the party invoking such circumstances and their results could not have been prevented even if all reasonable precautions had been taken. This shall, however, not prejudice the payment obligations of the group client in accordance with item 4 of these conditions. Group clients and participants are jointly and severally liable for these costs of cancellation.

**6.3** 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. The

compensation shall be calculated as follows based on the time of receipt of the declaration of cancellation:

- up to 31 days before start of the tour 10 %,
- from day 30 to day 21 before the start of the tour 25 %,
- from day 20 to day 15 before the start of the tour 50 %,
- from day 14 to day 7 before the start of the tour 80 %,
- from day 6 onwards and if not starting the tour 90 % of the tour price.

**6.4** The group client and participant shall in any case have the right to prove to HDM that it has incurred no damage or a much lesser damage than the flat rate claimed by it in compensation. In any case, the group client and participant shall have the right to prove to HDM that HDM has not suffered any damage at all or that the damage is considerably less than the flat rate claimed by it in compensation.

**6.5** A compensation in accordance with item 6.3 shall not be deemed to be fixed and agreed, to the extent HDM proves that HDM has incurred significantly higher expenses than the respective applicable compensation rate calculated in accordance with item 6.3. In this case, HDM shall be obligated to specify the amount and document the required compensation under consideration of the saved expenses and the purchase of any other use of the travel service.

**6.6** If HDM is obligated to reimburse the tour price due to cancellation, section 651 e Civil Code shall remain unaffected.

**6.7** It is recommended that the group client urgently recommends to the participants taking out a travel cancellation cost insurance and an insurance to cover the return costs in case of accident or illness; it is urgently recommended that the participants take out these insurances directly and independently of the corresponding measures and offers of the group client.

**6.8** The legal right of the participant to demand from the tour operator by notification on a permanent data carrier according to section 651 e German Civil Code that a third party enters into the rights and obligations from the package tour contract in his place shall not be affected by the above conditions. Such a declaration shall be timely in any case if it is received by the tour operator 7 days before commencement of the tour. The right to provide a replacement participant shall be due to the group client and the person responsible for the group as well in corresponding application of the legal provision of section 651 e German Civil Code.

## **7. Service not used**

If the group client and / or the participants did not use individual travel services that HDM was willing and able to provide in conformity with the contract for reasons that are due to their responsibility (e.g. due to premature return or any other mandatory reasons), they shall not have any claim to prorated reimbursement of the tour price unless such reasons would have entitled them to cancel the contract free of charge or to terminate the travel contract under the statutory provisions. HDM shall strive for reimbursement of the expenses saved by the service provider. This obligation shall not apply in case of entirely inessential services.

## **8. Cancellation by HDM because the minimum number of participants is not reached**

**8.1** HDM may cancel the contract with the group client and the participants if a minimum number of participants is not reached according to the following provision:

**a)** The minimum number of participants and the latest time of receipt of the declaration of cancellation from HDM by the participant must be indicated in the respective pre-contractual information.

**b)** HDM shall indicate the minimum number of participants and the latest cancellation deadline in the booking confirmation.

**c)** HDM shall be obligated to declare the cancellation of the tour towards the participant without delay once it is certain that the tour will not take place due to the minimum number of participants not being reached.

**d)** Cancellation by HDM later than 30 days before commencement of the tour shall not be permitted.

**8.2** If the tour does not take place for this reason, the participants shall be reimbursed for the tour price without delay; 6.6 shall apply accordingly.

## **9 Termination due to behavior-related Reasons**

**9.1** HDM may terminate the package tour agreement without complying with any period of notice if the group client and / or the person responsible for the group and / or any of the participants causes sustained disturbance in spite of a warning by HDM or behaviors in violation of the contract at a scope that justifies immediate cancellation of the contract. This shall not apply as far as the non-contractual behavior is based on violation of information obligations on the side of HDM. In case of non-contractual behavior of the group client and / or the person responsible for the group, this shall entitle HDM to terminate the contracts with the individual participants only if and as far as execution of the tour for the individual participants becomes objectively impossible or unreasonable for HDM due to the non-contractual behavior of the group client and / or person responsible for the group.

**9.2** If HDM declares termination, it shall retain the claim to the tour prices; however, it must accept setoff of the value of saved expenses and the benefit that it acquires from other use of the service not utilized, including the amounts recovered by it from the service providers.

## **10. Obligations of the Participant**

### **10.1 Travel documents**

The participant shall inform HDM or the travel agent through which he has booked the package tour if he does not receive the necessary travel documents (e.g. hotel voucher) within the period indicated to him by HDM.

### **10.2 Report of defects / demand of remedy**

**a)** If the tour is not rendered free of travel defects, the participant may demand remedy.

**b)** As far as HDM is unable to remedy the defect due to culpable omission of the report of defects, the participant shall neither have the right to claim reduction according to section 651m German Civil Code, nor damage claims according to section 651n German Civil Code.

**c)** The participant himself shall, notwithstanding the corresponding independent obligations of the group client or

person responsible for the group, be obligated to inform HDM without delay of his report of defects. The participant shall be informed of the local representative, their availability and communication details of HDM in the travel confirmation. The participant may however inform his travel agent through whom he has booked the package tour of the reported defects as well.

**d)** The tour guide, agencies and employees of service providers shall not have the right and are not authorized by HDM to confirm defects or accept any claims against HDM.

### **10.3 Grace period before termination**

If the group client or participant wants to terminate the package tour agreement due to a travel defect of the type designated in section 651i para. (2) German Civil Code, provided it is essential, according to section 651l German Civil Code, it shall give HDM an appropriate grace period for remedy first. This shall not apply only if HDM refuses remedy or if immediate remedy is necessary. The termination right of the group client shall only apply as far as and for the participants for whom the above prerequisites for termination apply, except if the defects leading to termination are objectively so severe that continuation of the tour is not reasonable for the remaining participants and / or the group client himself.

### **11. Special Conditions for Tours of Closed Groups; Special Regulations on Liability for Group Travel**

**11.1** HDM shall not be liable for services and service parts of any kind that are offered, organized, executed and / or provided to the participants by the group client / person responsible for the group in addition to the services of HDM, no matter if with or without the consent of HDM. This shall specifically include:

- a)** tours to and from departure and return location agreed with HDM organized by the client.
- b)** events not included in the service scope of HDM before and after the tour and destination.
- c)** tour guides mediated by HDM upon the client's request.

**11.2** HDM shall not be liable for measures and omissions of the group client, the person responsible for the group or the tour guide only mediated by HDM before, during or after the tour, in particular not for any:

- a)** modifications,
- b)** instructions to local guides,
- c)** special agreements with the different service providers,
- d)** information and representations towards the tour participant that have not been coordinated with HDM.

**11.3** As far as the liability of HDM towards the tour participant is connected to the tour price, only the tour price per travel participant agreed between the group client and HDM shall be decisive, without consideration of any surcharges of any kind that are charged to the participant/s by the group client.

**11.4** The group client and the person responsible for the group, as well as any tour guide only mediated by HDM, shall not be authorized or entitled to accept any complaints or claims of the participants in the name of HDM before, during or after the tour.

**11.5** Reports of defects by the participants that only take place towards the group client or person responsible for the group shall not be sufficient. The group client or person responsible for the group shall nevertheless be obligated to inform the representative of HDM on site of any such reports of defects

without undue delay. If a local representative of HDM is not required according to the contractual agreements, the report shall be filed to the headquarters of HDM at once.

**11.6** Independently of the obligation to report defects and the obligation of the group client or person responsible for the group to pass on any defects reported to them to HDM at once according to item 11.5, there shall be an obligation of the group client / person responsible for the group to report any defects to HDM without delay and to demand remedy.

**11.7** As far as HDM is unable to remedy the defect due to culpable omission of the report of defects, the group client and participant shall neither have the right to raise reduction claims according to section 651m German Civil Code, nor damage claims according to section 651n German Civil Code.

### **12. Limitation of Liability**

**12.1** The contractual liability of HDM for damage that does not result from violation of life, body or health and that was not culpably caused shall be limited to three times the tour price. Any claims exceeding this according to the Montreal convention or aviation law shall not be affected by this limitation of liability.

**12.2** HDM shall not be liable for any service interferences, injury and property damage in connection with services that are only mediated as third-party services (e.g. excursions, sport events, theatre visits, exhibitions, transport services from and to the offered departure and destination site) if these services have been expressly marked as third-party services in the respective scope of work and the respective booking confirmation, indicating the mediated contracting partner, so that they are recognizably not part of the package tour of HDM for the participant and that the provisions of Sections 651b, 651c, 651w and 651y of the German Civil Code have been diligently complied with. HDM shall, however, only be liable if and as far as violation of information, instruction or organization obligations has become causative for any damage suffered by the participant.

### **13. Assertion of Claims, Addressee**

The participant shall raise any claims according to section 651i para. (3) no. 2, 4-7 German Civil Code not towards the group client, the person responsible for the group and the service providers, but only towards HDM. The assertion may also be declared via the travel agent, provided that the package tour was booked via this travel agent. The contractual claims listed in section 651 i para. (3) German Civil Code shall expire after two years. The limitation period shall commence on the day on which the trip is scheduled to end in accordance with the contract. Assertion in text form is not recommended.

### **14. Passport, Visa and Health Requirements**

**14.1** HDM shall inform the group client or the participant about general passport and visa requirements, as well as health regulation formalities of the destination country, including the approximate deadlines for acquiring any required visas before concluding a contract, and about any changes to these before commencement of the tour.

**14.2** The participant shall be responsible for acquiring and taking along the travel documents required by the authorities, any required vaccinations and compliance with any customs and currency exchange regulations. Disadvantages that result from non-observation of these provisions, e.g. the payment of cancellation fees, shall be at his expense. This shall not apply if HDM does not provide information, or has provided insufficient or incorrect information.

**14.3** HDM shall not be liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if the traveller has charged HDM with procuring them, except if HDM has culpably violated its obligations.

## **15. Special Regulations in Connection with Pandemics (in particular the Corona Virus)**

**15.1** The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

**15.2** The group client and / or participant agrees to comply with reasonable regulations or restrictions on use of the service providers when using travel services and to notify the service provider immediately in the event of typical symptoms of illness.

**15.3** The above provisions shall not affect the rights of the group client or participant under § 651i BGB.

## **16. Choice of Law and Place of Jurisdiction; Information on Consumer Dispute Resolution**

**16.1** In light of the law on consumer dispute resolution, HDM notes that it will not participate in any voluntary consumer dispute resolution. As far as a consumer dispute resolution was to become binding upon HDM after print of these travel conditions for package tours for groups, HDM shall inform the participants about this in a suitable form as well. HDM indicates the European online dispute solution platform <https://ec.europa.eu/consumers/odr/> for any travel agreements concluded in electronic legal transactions.

**16.2** For group clients or participants who are not members of a member state of the European Union or Swiss nationals, the exclusive application of German law is agreed for the entire legal and contractual relationship between the group client or participant and HDM. Such group clients or participants must only raise a claim against HDM at the registered office of HDM.

**16.3** For any claims of HDM against group clients or participants who are merchants, legal entities under public or private law or persons who have their place of residence or common abode abroad or whose place of residence or common abode is not known at the time the claim is raised, the registered seat of HDM is agreed as place of jurisdiction.

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## **Important notes**

All offers in this catalogue may also be booked by **resellers (tour operators, travel agencies, event and marketing agencies)**. Please note that bookings by such companies are not subject to the travel conditions printed in this catalogue, but to the **“Terms and Conditions of Heidelberg Marketing GmbH for Marketing of Tourism Services to Resellers”**. We will submit the above terms and conditions to the corresponding potential clients along with our offer.

**Overnight stays of groups outside of all-inclusive arrangements**, i.e. without any further connected travel services, also shall not be subject to the travel conditions printed here, but only to the **“Guest Accommodations and Agency Services of Heidelberg Marketing GmbH”**. Potential clients shall receive them at the latest together with our offer.

Bookings of **“Special Activities”** (guided tours, tours, boat trips) that take less than 24 hours and do not include an overnight stay (day trips) and of which the tour price does not exceed 500 Euro shall be subject to the **General Terms and Conditions for Special Activities of Heidelberg Marketing GmbH**.