

♥ Heidelberg

**General Terms  
and Conditions**  
Heidelberg  
Marketing GmbH

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

# General Terms and Conditions

## Heidelberg Marketing GmbH, Package Travel

Dear guests,

We ask you to 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 section 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 people or more, to the arrangement of thirdparty services (e.g. guided tours and tickets), nor to contracts for accommodation services or making arrangements for such contracts.**

### 1. Conclusion of the Package Travel Contract; Obligations of the Traveler, Information on the Right to Withdraw

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 terms of the package 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 HDM 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 precontractual information obligations and the Traveler accepts such offer during the ten day period referred to above by express statement to HDM or by making a deposit.

e) The pre-contractual information provided by HDM 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 by 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 with a travel confirmation in compliance with legal requirements 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 that 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 withdraw under applicable law (Section 312 Subsection (7) 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 cancellation and termination rights, in particular cancellation pursuant to section 651h BGB (see also section 3) are available. However, there is a right to withdraw 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 start of package 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 start of package.

2.2 The provisions of section 2.1 notwithstanding, a risk coverage certificate needs 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 deposit.

2.3 If the Traveler does not make a deposit 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 offsetting or retention and if the Traveler is responsible for the default of payment, HDM is entitled to revoke the package travel contract following a warning and setting an

appropriate grace period and the expiration of this period, and charge the Traveler cancellation fees in accordance with section 3.

### **3. Changes to Contract Terms Prior To Travel That Do Not Concern the Travel Price**

**3.1** 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.

**3.2.** HDM shall be obligated to inform the representative of a group booking Via a durable medium (including e-mail, text message or voice message) in a clear, understandable and highlighted manner immediately after taking note of any cause for changes to services.

**3.3.** 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 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.

**3.4.** 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.

### **4. Cancellation by the Traveler; Rebooking**

**4.1** The Traveler may cancel (withdraw) 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. Cancellations should be preferably submitted in written form (Section 126b of the German Civil Code, f. ex. e-mail or fax).

**4.2** If the customer cancels prior to start of package or if the customer fails to begin travel, HDM loses the right to receive the trip price. Instead, HDM may demand an appropriate compensation 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 trip or to transport people to the destination occur at the 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.

**4.3** 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 the cancellation is received:

**a)** Between the 27th and the 21st day prior to start of package, 20 % of the trip price

**b)** Between the 20th and 12th day prior to start of package, 40 % of the trip price

**c)** Between the 11th and the 3rd day prior to start of package, 60 % of the trip price

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

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

**4.5** 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.

**4.6** A fixed compensation fee in accordance with section 3.3 shall not be deemed to have been fixed or agreed upon to the extent HDM proves that HDM has incurred expenses that are significantly in excess of the applicable fixed compensation fee under section 3.3. In such cases, HDM is obliged to specifically quantify and substantiate the amount of compensation demanded subject to consideration of saved expenses and the purchase of any other use of the travel services.

**4.7** If HDM is obliged to refund the trip price following cancellation, section 651h (2) BGB shall remain unaffected.

**4.8** The foregoing is without prejudice to the traveler'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 HDM on a durable medium. Such a declaration is timely in any event if received by HDM 7 days before the commencement of travel.

**4.9** 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 start of package, impose a fee of € 15 without the Traveler's having a legal right to any such booking changes and only to the 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 precontractual information as required under Article 250 section 3 EGBGB.

### **5. Duties of the Traveler**

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

**5.2** 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.

**5.3 Deadlines prior to termination:** If the Traveler desires to terminate a package travel contract pursuant to section 651i 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.

## 6. Limitation of Liability

**6.1** 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.

**6.2** 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, theater visits, or exhibitions) if these services are explicitly labeled in the respective scope of work and the booking confirmation, are clearly labeled as third-party services, including the identity and address of the thirdparty contract partner, such that it is apparent to the Traveler that they are not part of the HDM package travel and the provisions of Sections 651b, 651c, 651w and 651y of the German Civil Code have been diligently complied with.

**6.3** 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.

## 7. 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 reasons 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.

## 8. Asserting Claims, Addressee

Claims according to Section 651i Subsection 3 no. 2, 4-7 of the German Civil Code shall have to be asserted against HDM. Claims may also be asserted via the travel agent, if the package travel has been booked via this travel agent. Any contractual rights listed in Section 651i Subsection 3 of the German Civil Code shall lapse in two years. The period of limitation begins with the last day of the trip as specified in the contract. It is recommended to assert your claim in written form.

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

**9.1** 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.

**9.2** The Traveler agrees to comply with reasonable regulations or restrictions on use of the service providers when using travel services and to notify the tour guide and the service provider immediately in the event of typical symptoms of illness.

**9.3.** The provisions above shall not affect customers' rights according to Section 651i of the German Civil Code.

## 10. Choice of Law and Jurisdiction; Information regarding Consumer Dispute Resolution

**10.1** 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 legal and contractual relationship between HDM and the Traveler. Such Travelers may only lodge suit against HDM at its place of business.

**10.2** In the case of lawsuits lodged by HDM against Travelers and / or contractual partners of 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.

**10.3** 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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# General Terms and Conditions

## Terms and Conditions for Guest Accommodations and Agency Service

Dear guests,

Heidelberg Marketing GmbH, referred to hereinafter as "HDM," arranges accommodations at lodging establishments and from private renters, referred to hereinafter as "Hosts", in Heidelberg and the vicinity based on current availability. To the extent validly agreed, the following Terms and Conditions shall become part of the Guest Accommodation Contract concluded between the guest and the Host in the event of a booking, and provide terms that supplement the statutory rules applicable to the contractual relationship between the guest and the Host and to the contractual relationship between the Host and HDM related to placement services. Accordingly, we request that you read these Terms and Conditions carefully.

### 1. Status of HDM

**1.1.** HDM is the operator of the respective websites and / or publisher of the respective directory of accommodations, catalogues, flyers or other printed media and websites to the extent it is expressly listed as publisher / operator in such media.

**1.2.** To the extent that HDM arranges further services provided by the hosts, which are not a material part of the overall value of the hosts' services, and represent neither a material feature of such combination of services by the host nor of HDM itself nor have been advertised as such, HDM is deemed merely to be an agent arranging accommodation services.

**1.3.** As an agent, HDM is deemed to be the provider of related travel services provided that the requirements for offering related travel services have been satisfied pursuant to the provisions of section 651w BGB.

**1.4.** Without prejudice to the obligations of HDM as the provider of related travel services (in particular providing the legally required information sheet and obtaining a guarantee for customer funds in the event of collection activities by HDM) and the legal consequences of the failure to comply with such statutory obligations, HDM is neither the tour operator nor a party of the contract with regard to any accommodation contract formed as the result of a booking provided that the requirements of 1.2 or 1.3 have been satisfied. Accordingly, HDM is not liable for information provided by the host regarding prices and services, the provision of services itself as well as for any associated defects.

**1.5** Insofar as they have been agreed upon effectively, the present Terms and Conditions shall apply to Contracts on Guest Accommodations that have as their basis for booking HDM's directories of accommodations, catalogues or accommodation offers published online.

**1.6** Hosts reserve the right to agree on different terms and conditions for guest accommodations with their guest, or to amend or deviate from the present Terms and Conditions for Guest Accommodations.

### 2. Contract Formation

**2.1** The following applies to all booking types:

**a)** The bases for the Host's offer and the guest's booking consist of the description of the accommodations and supplemental information as contained in other materials on which the booking was made (e.g., description of the city, explanation of classification, etc.) to the extent available to the guest at the time of booking.

**b)** HDM expressly notes due to legal provisions that, in accordance with the statutory provisions (section 312g paragraph 2 sentence 1 no. 9 of the German Civil Code [Bürgerliches Gesetzbuch – BGB]), there is no right to withdraw for guest accommodation contracts that were concluded via distance selling (letters, catalogues, telephone calls, facsimile, emails, via messages sent on a cellular network [SMS] as well as via radio and telemedia). In such cases, the statutory provisions applicable to unused rental premises (section 537 BGB) (see also section 6 of these Terms and Conditions for Guest Accommodations) apply exclusively.

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

**a)** By making a booking, the guest makes a binding offer to conclude a Guest Accommodation Contract with the Host.

**b)** The contract is formed upon receipt of the booking confirmation from the Host by the guest. There is no form requirement applicable to the booking confirmation such that confirmations made verbally or by telephone are binding for the guest. Generally, the Host or HDM sends an additional, written booking confirmation to the guest. However, bookings made by a guest verbally or by telephone shall also result in a binding contract if confirmed verbally or by telephone by the host, even if the guest is not sent an additional corresponding written booking confirmation.

**c)** If the host proposes a special offer to the guest upon their request, this offer, in contrast to the present provisions, represents a binding contract proposal by the host to the guest, insofar as it does not represent a non-binding information on available accommodations and prices. In these cases, the contract shall be concluded without any re-confirmation by the host, if the guest accepts the offer without limitations, changes or additions and, if applicable, within the period set in the offer, by providing an explicit declaration in written form, making a deposit, final payment or making use of the accommodation.

**2.3** The following shall apply to contracts that are concluded via online bookings:

**a)** By clicking the "make binding reservation" button, the guest makes a binding offer to conclude a Guest Accommodation Contract with the Host. The guest shall receive immediate electronic confirmation of his / her booking.

**b)** The transmission of an offer to conclude a contract by clicking on the "make binding reservation" button does not confer upon the guest any right to the formation of a Guest Accommodation Contract in accordance with his / her booking information. Instead, the Host is free to decide whether or not to accept the guest's offer.

c) The contract is concluded when the guest receives the booking confirmation from the Host or HDM as its agent.

2.4 If the booking confirmation is provided in the form of a message on the screen (realtime booking) immediately after the guest makes the booking by clicking on the “make binding reservation” button, the Guest Accommodation Contract is concluded upon receipt and presentation of this booking confirmation on the guest’s screen without the requirement of an intervening notice that the booking has been received. In such cases, the customer is provided the option to save and print the booking confirmation. However, the binding nature of the Guest Accommodation Contract does not depend on the circumstance that the guest has the option to save or print the booking confirmation. The Host or HDM generally sends an additional, written booking confirmation to the guest by email, email attachment, postal mail or fax. However, receipt of such additional booking confirmation is not a requirement for the Guest Accommodation Contract to be binding.

### 3. Reservations

3.1 Non-binding reservations that entitle the guest to a right of cancellation without charge are only permitted in the event of an express agreement to such effect with HDM or the Host.

3.2 If no reservation has been expressly agreed, a booking generally results in a legally binding contract concluded by and between the Host and the guest / client in accordance with section 2 (contract formation).

3.3 If a non binding offer has been sent to individual guests, the guests are required to notify HDM by the agreed deadline as to whether the offer is considered to be a binding booking or the option on the offer will be released. If the guest fails to do so, the reservation shall be voided without any additional duty to provide notice on the part of HDM or the Host. If timely notice is given, the booking becomes binding, regardless of a booking confirmation subsequently issued by HDM or the Host.

### 4. Pricing and Services; Price Increases

4.1 The prices indicated in the booking basis (host directory, host offer, internet) are final prices and include statutory sales tax and all additional costs unless otherwise stipulated with respect to additional costs. Visitors’ tax or fees for consumption-based goods and services (e.g. electricity, gas, water, firewood) and for optional and additional goods and services, that were not booked or used until on site, may be incurred and listed separately.

4.2 Goods and services the Host is required to provide shall be based exclusively on the booking confirmation together with the applicable brochure and / or property description and any supplemental and express agreements made with the guest / client. The guest / client is advised to obtain any supplemental agreements in writing such as by fax, email or other informal written form.

4.3 Moreover, the Host may adjust its prices if the customer subsequently wishes to make changes to the number of rooms reserved, the Host’s services or the length of the stay, and the Host consents to such changes.

4.4 The Host may charge a re-booking fee in the amount of € 15.00 for each change in the case of re-bookings (changes with regard to arrival or departure dates, length of stay, meal plan, booked additional goods and services or other supplemental goods and services) for which there is no legal right. The foregoing shall not apply in the event that such change is only minor.

### 5. Payment

5.1 The due date for payment is based on the terms agreed between the guest / client and the host and based on the agreement included in the booking confirmation. In the event that no special agreement has been made, the full price for the accommodations, including fees for additional costs and supplemental goods and services, shall be payable to the Host at the end of the stay.

5.2 The host may demand an advanced payment of up to 20% of the total price of the accommodation services and booked additional services after conclusion of the contract, unless otherwise agreed in individual cases regarding the amount of the advance payment.

5.3 For stays of more than 1 week, the host may invoice the remuneration for previous days of stay and for additional services (e.g. catering services not included in the accommodation price, withdrawals from the minibar) after the end of the stay and make them due for payment.

5.4. Payments may not be made in foreign currency or by collection-only check. Credit card payments are only permitted if this has been agreed or the Host offers this form of payment in general as indicated on a posted notice. Payments at the end of the stay may not be made via bank transfer.

5.5. If the guest does not make an agreed deposit and / or the remaining payment or does not make it in full within the specified period despite a reminder from the Host setting a reasonable deadline, although the Host is willing and able to properly provide the contractual services, no legal or contractual right of set-off or retention of the guest exists, and if the guest is responsible for the delay in payment, the Host shall be entitled after a reminder with a deadline and after expiry of the deadline to cancel the contract with the guest and to demand cancellation costs from him / her in accordance with section 6 of these terms and conditions.

### 6. Cancellation and No-Show

The following applies in the event of cancellation and no-show unless otherwise agreed in individual cases and noted in the booking confirmation:

6.1 Cancellation is free of charge up to 2 days prior to arrival for bookings for up to 3 rooms.

6.2 For bookings of more than 3 rooms, cancellation of the reservation, in whole or in part, is only possible free of charge up to 7 days prior to arrival.

6.3 The following provisions shall apply in the case of a no-show or in the event it is no longer possible to cancel free of charge:

a) In the event of cancellation or no-show of the guest, the Host’s claim to payment of the agreed price for accommodations, including the meals component and fees for additional services, shall remain unaffected.

b) The Host shall undertake to make efforts to rent the canceled rooms to other guests within the scope of its normal business operations and without obligation make any special efforts as well as under consideration of the particular nature of the accommodations booked (e.g., non-smoking room, family room).

c) The Host is required to provide credit for other rental of the room and, where this is not possible, for expenses saved.

**d)** In accordance with percentage rates approved by applicable jurisprudence for calculating saved expenses, the guest and / or client shall undertake to pay the following amounts to the lodging establishment, in each case based on the full price for lodging services (including all additional expenses):

in the case of accommodations without meals, 90 %;

in the case of overnight stays incl. breakfast, 80 %;

in the case of half-board, 70 %;

in the case of full board, 60 %.

**e)** The guest / client remains expressly entitled to provide evidence to the Host that the expenses saved by the latter are materially higher than the deductions provided for above, or that the lodging services or other goods and services were subject to other use. In the event of such proof, the guest / client is only obligated to pay the lowest relevant amount.

**6.4** Purchase of a travel cancellation insurance is highly recommended.

**6.5** For administrative reasons, notice of cancellation must be addressed to HDM (not the lodging establishment) and shall be submitted in written form (Section 126 of the German Civil Code, f. ex. e-mail or fax).

## **7. Arrival and Departure**

**7.1** Guests are required to arrive at the agreed time or by 6:00 pm at the latest if no specific time has been agreed.

**7.2** The following applies to later arrivals:

**a)** The guest shall undertake to inform the Host not later than the agreed date of arrival if the guest will be arriving late or intends to arrive a day late in the case of accommodations booked for multiple days.

**b)** The Host is authorized to rent the accommodations to another guest if timely notice is not provided. The provisions of section 6.3 shall apply mutatis mutandis for the period during which a room is vacant.

**c)** If the guest provides notice of late arrival, he / she shall undertake to pay the agreed charges less expenses saved by the Host in accordance with section 6.3, including for periods of non-occupancy for which a room was reserved, unless the Host is contractually or legally required to accept responsibility for the reasons for delayed occupancy.

**7.3** Guests are required to vacate the accommodations at the agreed time, but not later than 12:00 pm on the date of departure if no specific time has been agreed. The Host may demand additional compensation as appropriate in the event that the accommodations are not vacated in a timely manner. The foregoing is without prejudice to the Host's ability to claim additional damages. The right to use the facilities of the host's accommodation after 12 p.m. of the day of departure shall exist only in case of a respective general declaration by the host or any individual agreement with the host.

## **8. Duties of the Customer; Termination by the Host**

**8.1** Unless otherwise agreed, the accommodation may only be occupied by the guest for whom it was booked. Occupation by another person, in particular subletting in the case of commercial customers or, in particular, the transfer of blocks of rooms, is prohibited.

**8.2** The guest is obliged to observe any house rules that have been made known to him or for which there was a reasonable possibility of knowledge due to corresponding information. The guest shall undertake to treat the room and all furnishings, as well as all furnishings and fixtures at the lodging establishment itself, only as intended and with care and, if posted (e.g., in the case of pools and saunas), only according to the rules for use.

**8.3** The guest shall immediately report any defects and malfunctions to the Host and request they be remedied. Notice of defects provided solely to HDM is insufficient. The guest's right to assert claims may forfeit, in whole or in part, if the guest is at fault for a failure to provide notice.

**8.4** The guest may only terminate the contract in the event of substantial defects or malfunctions. Prior to termination, he / she must provide the Host a reasonable period to remedy said defect as part of the notification of the same unless it is impossible for said defect to be remedied, the Host refuses to remedy the defect, if termination of the contract without notice is justified by a legitimate interest of the guest or that this would make it objectively unreasonable to expect the guest to continue with their stay.

**8.5** Bringing and housing pets at the accommodations is only permitted if expressly agreed and only if the Host provides for such an option in the description. In the case of such an agreement, the guest is required to provide truthful information about the type and size of the pet. A breach of this obligation may provide the Host with reasons to terminate the Guest Accommodation Contract.

**8.6** The Host may terminate the Guest Accommodation Contract without observing a notice period if the guest, despite receiving a warning from the Host, continuously disrupts the Host's operations, other guests or the completion of the stay, or if the guest acts in a manner that contravenes the contract to such a degree that the immediate dissolution of the contract is justified. In the event that the Host terminates the contract, the foregoing provisions regarding the obligation to pay upon cancellation by the guest shall apply mutatis mutandis with regard to the Host's right to payment.

## **9. Limitation of Liability**

**9.1** The Host is liable without limitation, as far as the damage results from violation of an essential obligation, the performance of which was required for proper execution of the contract or the violation of which endangers achievement of the purpose of the contract or the damage results from violation of life, body or health. Apart from this, the Host's liability shall be limited to damage caused by the Host or its vicarious agents willfully or grossly negligently.

**9.2** The potential Host's innkeeper's liability for items brought by the guest in accordance with sections 701 et seq. BGB shall remain unaffected by this provision.

**9.3** The Host is not liable for disruptions in connection with goods and services that were merely arranged for the guest / client during the stay where it is clear that such goods and / or services are third-party services (e.g., sporting events, theater tickets, exhibitions, public transport tickets etc.). The foregoing applies mutatis mutandis to third-party goods and services arranged in combination with the reservation if and insofar as the same were expressly indicated as third-party services in the description and / or booking confirmation.

## **10. Special Regulations in Connection with Pandemics (in particular the Coronavirus)**



**10.1** 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.

**10.2** The guest agrees to comply with reasonable regulations or restrictions on use of HDM and the Hosts when using services and to notify the Host immediately in the event of typical symptoms of illness.

**10.3.** The provisions above shall not affect any warranty rights of the guest, in particular according to Section 536 of the German Civil Code.

#### **11. Alternative Dispute Resolution; Applicable Law and Place of Jurisdiction**

**11.1** In respect of the German Consumer Dispute Resolution Act (Gesetz über Verbraucherstreitbeilegung), HDM and the Hosts advise that neither HDM nor the Hosts currently participate in voluntary consumer dispute resolution. HDM will provide the guest appropriate notice in the event consumer dispute resolution were to become obligatory for HDM or the Hosts following the publication of these Terms and Conditions for Guest Accommodations and Agency Services. Please refer to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all guest accommodation and agency services contracts concluded by electronic means.

**11.2** The contractual relationship between the guest and / or client and the Host and / or HDM is exclusively governed by German law. The foregoing shall apply in like manner to all other aspects of the legal relationship.

**11.3** The guest and / or client may only file suit against the Host and / or HDM at the location of their respective registered office.

**11.4** The place of residence of the guest is determinative for Law suits brought by the Host and / or HDM against the guest and / or client. The Parties agree that the place of jurisdiction shall be the location of the Host's registered office for law suits filed against guests and / or clients that are merchants, legal entities under public law or private law or are persons whose residence or habitual place of abode is located outside of Germany or whose residence or habitual place of abode is unknown at the time a law suit is filed.

**11.5** The foregoing provisions shall not apply if and insofar as relevant and nonwaivable provisions of European Union law or other international laws are applicable to the contract.

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# 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**.

# General Terms and Conditions

## Heidelberg Marketing GmbH, Special Activities

Dear guests,

As far as they are effectively agreed, the following provisions shall become the terms of the service contract concluded between the customer and Heidelberg Marketing GmbH (hereinafter: "HDM") for provision of Special Activities. They shall supplement the statutory provisions of sections 611 et seq. 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 Special Activities shall apply to guided tours for visitors, tours and boat rides that are offered in the catalogue "Special Activities" of HDM and that take less than 24 hours according to section 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 trips are hereinafter referred to as "Special Activities".

**1.2** HDM shall render the offered Special Activity 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 section 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 Special Activities of HDM. Travel package 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 Special Activities:

**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 special activity 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, deposit 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. The same shall apply respectively to group clients or persons responsible for the group with regard to the participants of special activities as registered by the group client or person responsible for the group.

**2.2** The following provisions shall apply as supplements for Special Activities to closed groups. Special Activities 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 and takes over the role as only customer vis-à-vis HDM.

**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 the destination, 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 Special Activity and along the way (transport, excursions, meetings, etc.) and any tour guides employed 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 employed 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 employed 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 Special Activity.

**2.7** Bookings of Special Activities shall be directly binding upon the customer and shall lead to conclusion of the binding contract on the Special Activity 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 right to withdraw according to the statutory provisions (section 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 cancellation 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 clicking the button “confirm chargeable booking”, the customer bindingly offers conclusion of the contract for the Special Activity to HDM. Receipt of the customer’s booking will be confirmed to him without delay electronically.

**b)** The submission of the contract offer by clicking the button “confirm chargeable booking” does not constitute any contractual right for the customer. HDM shall be free in its decision to accept or reject the client’s contract request.

**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** The minimum or maximum number of guests per group/ service is stated in the service description.

**3.3** Insofar as nothing else was explicitly agreed, special activities do not need to be offered by a specific person (f. ex. one specific tour guide). In the event that a specific person has been identified, we reserve the right to replace that person with another person in case of compelling reasons (in particular due to illness). If HDM is not able to find a replacement (in particular for solo self-employed persons) in the event of compelling reasons not attributable to HDM, HDM shall have the right to cancel the contract and/or shall have the right to an extraordinary termination of the contract with good cause. In that case the customer shall not be obligated to pay any remuneration. Any further rights of the customer, in particular reimbursements for outward or inward journeys, shall be excluded.

**3.4** 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.

**3.5** Modifications of essential services that deviate from the agreed terms 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.

**3.6** Information on the duration of services shall be approximate.

**3.7** 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 is therefore not deemed as a feasible reason for cancellation free of charge. 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.

**d)** In the event of such termination by HDM, the customer or client shall not have any claims for reimbursement of costs, in particular any travel and accommodation fees, except if contractual or statutory claims of the customer or client to damages or reimbursement of expenses are justified regarding this.

### **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 14 days after the invoice date or at commencement of the Special Activity, depending on the agreement by HDM.

**4.3** HDM may demand an advance payment of up to 20% of the total price of the booked services after conclusion of the contract, unless otherwise agreed in individual cases regarding the amount of the advance payment.

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

**a)** If the customer does not pay the service fee when due, or if the payment is incomplete, HDM shall - after sending a reminder stipulating an appropriate grace period and after expiration of this period - have the right to withdraw from the contract and to claim damages from the customer in accordance with sections 280 (1), 241 (2) German Civil Code, in accordance with the provision of the following item 8, unless the customer has a right to set off or retention at the due date or is not at fault for the default of payment.

**b)** Without complete payment of the service price, the customer shall not have any claim to using the services.

### **5. Booking Changes**

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 to the respective service without termination of the contract, although HDM is willing and able to perform 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 (section 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. Cancellation by HDM because the minimum number of participants is not reached**

**7.1** HDM may cancel the contract if a minimum number of participants according to the following provisions is not reached:

**a)** The minimum number of participants and the latest date of cancellation by HDM must be clearly stated in the specific service offer or, in the case of consistent provisions for specific types of Special Activities, in a general notice or general service description.

**b)** HDM must clearly state the minimum number of participants and the latest cancellation deadline in the booking confirmation or refer to the corresponding information in the service description.

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

**d)** If a minimum number of participants is agreed, a deposit specified in the offer shall be due upon booking, and the remaining payment shall be due upon confirmation of the event.

**7.2** If the Special Activity does not take place for this reason, the customer shall be reimbursed for the Special Activity without undue delay.

### **8. Termination and Cancellation by the Customer or Client**

**8.1** The customer or client may terminate the contract with HDM after conclusion of the contract. Termination shall be declared to HDM at the address given below. Terminations shall be submitted in written form (Section 126b of the German Civil Code, f. ex. e-mail or fax).

**8.2.** If the customer or client declares termination before the start of the Activity or does not use services without declaring termination – in particular by not appearing –, HDM may demand reimbursement reasonable compensation if HDM is not responsible for the cancellation or if unavoidable, extraordinary circumstances occur at the location of the Experience Service or in its immediate vicinity that significantly impair the performance of the Experience Service; circumstances shall be deemed unavoidable and extraordinary if they are beyond the control of HDM and their consequences could not have been avoided even if all reasonable precautions had been taken.

**8.3.** HDM has determined the following compensation lump sums taking into account the period of time between the cancellation notice and the start of the experience service as well as taking into account the expected savings in expenses and the expected acquisition through other uses of the experience services. The compensation is calculated as follows according to the time of receipt of the notice of cancellation with the respective cancellation fees:

from day 9 to day 5 prior the (first) day of rendering the service 50 %,

from day 4 onwards and in case of a no show to the event 90 % of the total price agreed.

**8.4** 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.

**8.5** 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 Special Activity 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.

**8.6** 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.

### **9. Liability of HDM; Insurances**

**9.1** HDM shall be liable without restriction as far as the damage results from violation of an essential obligation of HDM, the performance of which was required for proper execution of the contract or the violation of which endangers achievement of the purpose of the contract, or the damage results from violation of life, body or health of the customer. Apart from this, liability of HDM shall be limited to damage caused by HDM or its vicarious agents willfully or grossly negligently.

**9.2** 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.

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

### **10. Termination due to behaviour-related Reasons**

**10.1** 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.

**10.2** 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.

### **11. Special Obligations of Customers Concerning Special Activities with Physical Activities (e.g. by Bicycle or Segway)**

**11.1** The customer shall be responsible for finding out before booking and before using the Special Activities whether the respective activities are suitable for them under consideration of their personal health.

**11.2** HDM shall not owe any special medical information or instruction in this respect unless explicitly agreed, in particular concerning the respective customer's specific situation.

**11.3** HDM or its vicarious agents (guides, etc.) may exclude the customer wholly or in part if there are any reasonable indications that the Special Activities may overtax the guest, provided that the customer threatens to endanger themselves or others due to this. Item 6 et seq. shall apply accordingly.

**11.4** If the customer withdraws or discontinues due to injury or illness for which the provider is not at fault, or at their own request, the provisions of item 6 et seq. shall apply as well.





**11.5** Although the Special Activities are accompanied by a guide, they require a high degree of personal responsibility on the side of the customer.

**11.6** Customers are advised to wear clothing suitable for Special Activities that protects them from strong sunlight, rain, or wind. It is also recommended that they carry a change of clothes. The provider of the Special Activities reserves the right to exclude any customer from the Special Activity for safety reasons wholly or in part if they join the Special Activities in unsuitable clothing or footwear.

**11.7** Instructions of the guides before and during the Special Activities must be observed. Traffic rules must be observed and consideration for other road users must be shown at all times.

**11.8** Non-swimmers are not permitted to participate in physically active Special Activities on water.

## **12. Special Arrangements in Connection with Pandemics (in particular the Corona Virus)**

**12.1** The parties agree that the agreed services shall always be provided by HDM in compliance and in accordance with the official requirements and conditions applicable at the time at which the service is rendered.

**12.2** The customer agrees to observe appropriate rules of use or restrictions imposed by HDM when using services and to inform HDM without undue delay if they experience any typical symptoms of illness.

**12.3** The provisions above shall not affect any possible warranty claims of the customer.

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

**13.1** 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.

**13.2** 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 person 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.

**13.3** 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 for any contracts concluded in electronic legal transactions

**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.

**13.4** 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 <https://ec.europa.eu/consumers/odr/>

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