

# General Terms and Conditions for Travel Contracts

Dear Guest, the following travel Terms and Conditions are valid for package tour of fers (entirety of at least two different types of travel services for the purpose of the same tour in accordance with § 651a para. 2 of the BGB – German Civil Code). They will become the content of the travel contract in the case of a booking between you – hereinafter referred to as “Guest” – and us as the travel operators – hereinafter referred to as “Braunschweig Stadtmarketing GmbH” in accordance with the statutory provisions for bookings in §§ 651 a-y BGB. Please read these regulations carefully.

## 1. Conclusion of the Travel Contract

1.1. The Guest can make a booking request by contacting Braunschweig Stadtmarketing GmbH either personally or in writing via fax, E-Mail or the Internet. This booking request is not yet binding for the Guest and does not constitute a binding offer of contract by the Guest.

1.2. In accordance with the booking request, Braunschweig Stadtmarketing GmbH shall send the Guest a concrete offer, generally either in written form, via fax or E-Mail (or by telephone for enquiries dealt with at short notice). This offer shall include services, prices and dates, and offers the Guest the conclusion of a binding travel contract based on the description of the services in the offer.

1.3. The travel contract shall enter into force as soon as the Guest's declaration of acceptance is received by Braunschweig Stadtmarketing GmbH in written form either by mail, fax or E-Mail (short-notice offers by telephone). The travel contract becomes legally binding on receipt of this declaration of acceptance by Braunschweig Stadtmarketing GmbH. Braunschweig Stadtmarketing GmbH shall immediately send the Guest a confirmation of receipt for the declaration of acceptance, together with information concerning prices and services and, insofar as Braunschweig Stadtmarketing GmbH is subject to safeguarding the customer's payment, the legally required security certificate (“Sicherheitsschein”). Confirmation of this kind is not necessary if the declaration of acceptance arrives at Braunschweig Stadtmarketing GmbH less than 7 working days prior to the start of the journey.

1.4. A legally binding contract shall not be concluded in the case of the content of the declaration of acceptance deviating from the booking offer made by Braunschweig Stadtmarketing GmbH. This constitutes a new offer from the Guest, which is binding for the Guest for a period of 10 days. A contract shall enter into force on the basis of this new offer only if Braunschweig Stadtmarketing GmbH accepts this amended offer within the deadline in written or text form with a booking confirmation expressly confirming the alterations made. Booking confirmation by Braunschweig Stadtmarketing GmbH can also be provided orally or by telephone if the Guest's deviating declaration of acceptance arrives at Braunschweig Stadtmarketing GmbH less than 7 working days prior to the start of the journey.

1.5. The notifying party is liable for all contractual obligations of accompanying guests registered by him/her insofar as he/she has expressly stated assumption of this obligation through an explicit, separate, written declaration.

## 2. Prices and Terms of Payment

2.1. The Guest is obliged to pay for the services booked at the prices agreed to.

2.2. After the contract has been concluded and a confirmation and a security certificate have been issued, a down payment of 20 % of the total price is due. A security certificate pursuant to § 651r BGB will not be issued if:

- the journey does not last longer than 24 hours, does not include an overnight stay and the price of the booking does not exceed € 500.00,
- the tour is based on a framework contract for the organisation of business trips with a traveller who is an entrepreneur for whose entrepreneurial purposes the contract is concluded.

2.3. The down payment shall be credited towards the final price. The balance is due 2 weeks prior to the start of the journey, once it is certain that the tour will take place, in particular once it is no longer possible to cancel on the basis of reasons listed in Clause 7.2.

2.4. Prices include the respective applicable Value Added Tax. Braunschweig Stadtmarketing GmbH is entitled to unilaterally increase the booking price in accordance with the following provisions:

- if the increase is relevant to booked seats, Braunschweig Stadtmarketing GmbH can demand the increase from the Guest.
- In other cases, the additional transportation costs per means of transportation claimed by the transportation company shall be divided by the number of seats of the agreed means of transportation. Braunschweig Stadtmarketing GmbH can demand from the Guest the thereby resulting amount of increase for an individual seat.

2.5. An increase is only then permissible if the increase in the booking price occurs, following conclusion of the contract, as a direct result of:

- increase in the price for the transportation of persons due to higher costs for fuel or other energy sources,
- increase in taxes and other charges for agreed travel services, such as tourist charges, harbour or airport fees, or
- alteration of the exchange rate valid for the respective tour

and the Guest is informed of the price increase no later than 20 days prior to the start of the tour. The Guest is entitled to demand a reduction in the price of the booking if and insofar as the prices, charges or exchange rate shown in Clause 2.5 a)-c) are amended following conclusion of contract and prior to the start of the

tour and this leads to reduced costs for the Braunschweig Stadtmarketing GmbH. In the case of overpayment, the excess amount shall be refunded.

2.6. In the case of a price increase of more than 8% of the travel price, Braunschweig Stadtmarketing GmbH will provide the Guest, no later than 20 days prior to the start of the tour, with the option of either accepting the price increase or withdrawing from the contract. The Guest must communicate his/her decision on this matter within the deadline specified by Braunschweig Stadtmarketing GmbH. If Braunschweig Stadtmarketing GmbH does not receive a corresponding declaration from the Guest within the specified deadline, this shall be deemed acceptance of the price increase provided Braunschweig Stadtmarketing GmbH simultaneously informed the Guest of the consequences of his/her remaining silent in the notification of the deadline.

2.7. In the case of the tour price not having been paid in full by the time the tour is due to begin, and once a reminder has been sent and a reasonable deadline for the payment of the remaining amount has elapsed, the contract shall be terminated. In this case, the Guest shall be liable for the provision of compensation as in the case of his/her withdrawal from the contract, unless at this point in time the tour arrangements already exhibited serious deficiencies.

## 3. Services

3.1. The contractual obligation of Braunschweig Stadtmarketing GmbH is derived exclusively from the content of the booking confirmation as well as service description references included therein to the brochure/the offer made by Braunschweig Stadtmarketing GmbH as well as references included therein to service descriptions in the brochure/in the host register as well as the legally binding terms agreed in writing or as an oral contract with the Guest.

3.2. Service providers (accommodation and catering services, sports facilities, transportation companies for boat, bus and other forms of travel) are not authorised by Braunschweig Stadtmarketing GmbH to offer assurances or conclude agreements that exceed or are contrary to Braunschweig Stadtmarketing GmbH's tour description, tour offer, or booking confirmation or to modify the confirmed content of the tour contract.

3.3. Location and hotel brochures as well as prospectus not published by Braunschweig Stadtmarketing GmbH are not binding for Braunschweig Stadtmarketing GmbH provided no agreement has been made with the Guest in which they are expressly incorporated into the services specified in the contract by Braunschweig Stadtmarketing GmbH.

## 4. Amendments to Services

4.1. Amendments to and deviations from the individual tour services agreed in the tour contract, which become necessary after the contract has been concluded, are only permissible provided these are not substantial and do not lead to a substantial amendment of the tour services provided and do not impair the overall character of the booked tour.

4.2. Braunschweig Stadtmarketing GmbH is obliged to inform the Guest in writing immediately - prior to the start of the tour at the latest - concerning amendments to and deviations from services.

4.3. In the case of considerable amendments to substantial characteristics of the tour services or the deviation from specific requirements of the Guest which have been incorporated into the contract, Clause 2.6 shall apply correspondingly provided Braunschweig Stadtmarketing GmbH cannot provide the Guest with the originally agreed service through circumstances occurring following conclusion of the contract, but with the proviso that the offer to amend the contract shall be submitted to the Guest by the start of the tour at the latest. If the travel service offered as a substitute is not of an at least equivalent nature, the travel price shall be reduced in accordance with the statutory provisions. In the case of an equivalent nature, Braunschweig Stadtmarketing GmbH shall reimburse an excess amount if the as alternative offered travel service is associated with lower costs for Braunschweig Stadtmarketing GmbH.

## 5. Cancellation by the Guest, Rebooking

5.1. The Guest can cancel his/her booking in writing at any time prior to commencement of the tour. It is essential that Braunschweig Stadtmarketing GmbH receives a declaration of cancellation.

5.2. Braunschweig Stadtmarketing GmbH is entitled to demand reimbursement for tour preparation and expenditure if the Guest withdraws from the contract or does not take part in the tour. In the calculation of this reimbursement, the customarily saved expenses and other customarily possible applications of the travel service are to be taken into consideration.

5.3. Braunschweig Stadtmarketing GmbH may generalise its demand for compensation in a proportional relation to the travel price under consideration of the following breakdown according to the proximity of the time of withdrawal from the contractually agreed start of travel.

Package tours with accommodation in hotels, B&B, guest houses

Up to 30 days	prior to start of tour	20 per cent
from 29–22 days	prior to start of tour	25 per cent
from 21–15 days	prior to start of tour	35 per cent
from 14–8 days	prior to start of tour	50 per cent
from 7–1 day(s)	prior to start of tour	65 per cent
on the first day of the tour or in the case of failure to attend		80 per cent

Package tours with accommodation in holiday apartments or private accommodation

up to 45 days	prior to start of tour	20 per cent
from 44-35 days	prior to start of tour	50 per cent
from 34-1 day(s)	prior to start of tour	80 per cent

on the first day of the tour or

in the case of failure to attend		90 per cent
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Other package tours

up to 30 days	prior to start of tour	20 per cent
from 29-22 days	prior to start of tour	35 per cent
from 21-15 days	prior to start of tour	50 per cent
from 14-1 day(s)	prior to start of tour	75 per cent

on the first day of the tour or

in the case of failure to attend		95 per cent
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54. The Guest reserves the right to prove that Braunschweig Stadtmarketing GmbH has incurred no costs or lower costs than the claimed lump sum. In this case, the Guest is obliged to pay the lower costs.

55. Instead of a lump sum as reimbursement, Braunschweig Stadtmarketing GmbH can claim damages for actual expenditure in accordance with the legal terms and conditions. It is in this case obliged to provide the Guest with a detailed list of receipts for expenditure.

56. If, following conclusion of the contract, the Guest specifically wishes amendments to be made concerning the dates of travel, the accommodation or type of catering, or extra services already booked (e.g. bicycle rental, concert and/or theatre tickets) and these fall within the temporal scope of the tour (rebooking), Braunschweig Stadtmarketing GmbH is entitled to make a rebooking charge of € 25.00 for each amendment. This applies to amendments requested up to 31 days prior to commencement of the tour for package tours with accommodation in hotels, B&B and guest houses, and up to 45 days prior to commencement of the tour for package tours with holiday apartments or private accommodation. The Guest reserves the right to prove that no or only a minor administrative effort has been incurred. Amendment requests made by the Guest after the deadline can only be implemented - should this still be possible at all - through withdrawal from the contract in accordance with the conditions and terms set out in Clause 5.3. with simultaneous conclusion of a new contract. This does not apply to rebooking requests for which only minor costs are incurred (up to € 25.00).

57. An obligation to compensate on the part of the Guest shall not exist if, at the place of destination or in the immediate vicinity, unavoidable, extraordinary circumstances occur which significantly impair the accomplishment of the package tour or the transportation of persons to the destination. Circumstances are thereby unavoidable and extraordinary if they are not under the control of the party dependent on them and their consequences could not have been avoided even if all reasonable precautions had been taken.

58. Furthermore, the Guest shall not be liable for compensation if the Guest notifies Braunschweig Stadtmarketing GmbH in writing that a third party is entering into the rights and obligations of the package travel contract in place of the Guest. The notification must be submitted to Braunschweig Stadtmarketing GmbH at least 7 days prior to the start of the tour. Braunschweig Stadtmarketing GmbH may object to the entry of the third party if the third party does not fulfil contractual travel requirements. For additional costs actually incurred as a result of entering into the contract, Braunschweig Stadtmarketing GmbH shall be entitled to demand compensation if this is appropriate and can be proven. The Guest and the third party are jointly and severally liable for the travel price and additional costs arising through the entry into the contract.

#### 6. Services not utilised following the Start of the Tour

Braunschweig Stadtmarketing GmbH will endeavour to obtain a refund from the relevant service providers in the case of the Guest not utilising all the services he/she is entitled to as a result of premature departure or due to other compelling reasons. This obligation does not apply in the case of insignificant sums or if legal or official regulations prevent a refund being made.

#### 7. Withdrawal and cancellation by Braunschweig Stadtmarketing GmbH

7.1. Braunschweig Stadtmarketing GmbH can cancel the travel contract without notice after the commencement of the tour if, regardless of an official warning from Braunschweig Stadtmarketing GmbH or from its agents, the Guest continuously disrupts the tour or if the Guest's behaviour breaches the agreed contract to such an extent that an immediate cancellation is justified. If Braunschweig Stadtmarketing GmbH cancels, it retains the right to the price of the tour but must, however, deduct the values of the services not utilised and take into account the advantages arising from the otherwise utilised application of services not utilised by the Guest, including sums reimbursed by service providers.

7.2. Braunschweig Stadtmarketing GmbH may cancel a travel contract for good cause, particularly in the case of the required minimum number of participants stated in the tour offer not being met. In the case of the minimum number of participants not being met, the Guest shall be informed of the cancellation

a) 20 days prior to the start of the tour for tour durations of more than six days,  
b) 7 days prior to the start of the tour for tour durations of a minimum of 2 and a maximum of 6 days,

c) 48 hours prior to the start of the tour for tour durations of less than 2 days at the latest. In other cases, the Guest shall be informed regarding cancellation as soon as it can be determined that the tour cannot be accomplished.

7.3. In the event of a cancellation as per Clause 7.2., the paid tour price shall be refunded to the Guest immediately, unless the Guest exercises his/her right to book

an alternative trip of at least the same category from the Braunschweig Stadtmarketing GmbH programme. In this case, the regulation in Clause 4.3 in connection with Clause 2.6 shall apply.

#### 8. Liability for Deficiencies, Duty of Disclosure, Cancellation by the Guest

8.1. In the case of the tour not being performed in accordance with the contract, the Guest may demand remedial action. Braunschweig Stadtmarketing GmbH can reject remedial action if this is impossible or if, taking into consideration the extent of the lack of conformity and the value of the affected travel service, the expenditure is disproportionately high. Braunschweig Stadtmarketing GmbH may also take remedial action by providing an equivalent alternative service.

8.2. The Guest may demand a corresponding lowering (reduction) of the tour price for the length of time during which the tour did not fulfil the terms of the contract. The tour price shall be reduced in relation to the value of the actual booked tour without any shortcomings at the time of booking to its real value.

8.3. The Guest is obliged to report his/her complaint to Braunschweig Stadtmarketing GmbH or to the relevant offices named to the Guest without delay. Should the Guest intentionally refrain from reporting inadequate service, he/she shall forfeit the right to claim a price reduction in accordance with § 651m BGB or compensation for damages in accordance with § 651n BGB, if Braunschweig Stadtmarketing GmbH is unable to take remedial action as a result of the omitted notification. This does not apply for claims arising from unlawful acts.

8.4. In the case of a tour being severely impaired as a result of a deficiency and Braunschweig Stadtmarketing GmbH not taking remedial action within an appropriate period of time, the Guest may, within the framework of the statutory provisions of the travel contract - in his/her own interest and due to expedient substantiation reasons through written declaration - cancel the contract, take remedial action himself/herself and demand reimbursement of the expenditure and outlay necessary for such, demand remedial action in the form of other travel services (alternative service), demand payment of costs for necessary accommodation, demand a reduction of the travel price and/or demand compensation or reimbursement of futile expenditures. The determination of a deadline for taking remedial action only becomes unnecessary if taking remedial action is impossible or is refused by Braunschweig Stadtmarketing GmbH or if the special interests of the Guest justify the immediate cancellation of the contract. The Guest owes Braunschweig Stadtmarketing GmbH the amount of the tour price for the services utilised in as far as these services were of interest to the Guest.

8.5. For damage claims arising from a deficiency, Clause 9. shall apply.

#### 9. Liability for Damages

9.1. Braunschweig Stadtmarketing GmbH's liability for breaches of contractual obligation is limited to a total of three times the price of the tour, provided damages to the Guest are not a result of wilful or gross negligence by Braunschweig Stadtmarketing GmbH and the damages do not relate to physical injuries.

9.2. For all damage claims arising from illegal action which is not a result of wilful or gross negligence, Braunschweig Stadtmarketing GmbH is liable, for each Guest and tour respectively, for damages up to € 4,100.00 or up to the three-fold price of the tour if this exceeds € 4,100.00. Further possible claims based on international agreements are not affected by this.

#### 10. Statute of Limitations

10.1. Claims by the Guest arising from the travel contract are time-barred after two years.

10.2. Claims arising from unlawful acts are time-barred after three years.

10.3. The time-barring of claims in accordance with Clause 11.1 and Clause 11.2. begins on the day on which the tour should end as stipulated in the contractual agreements.

#### 11. Choice of Law and Place of Jurisdiction

11.1. The entire legal and contractual relationship between Braunschweig Stadtmarketing GmbH and Guests who do not have a general place of residence or business in Germany is governed exclusively by German law, with the exception of those provisions of private international law which would lead to the validity of law other than German law.

11.2. The Guest can only file a lawsuit against Braunschweig Stadtmarketing GmbH at its registered seat.

11.3. For lawsuits filed by Braunschweig Stadtmarketing GmbH against the Guest, the Guest's place of residence is relevant, unless proceedings are against professional business persons, legal bodies of public or private law or persons whose residence or usual domicile is abroad or whose residence or usual domicile is unknown at the time of the lawsuit. In such cases the court of jurisdiction is Braunschweig.

#### 12. Legal Notices

12.1. Braunschweig Stadtmarketing GmbH is not willing to participate in dispute settlement proceedings before a consumer conciliation committee.

12.2. The European Commission provides a platform for online dispute resolution. This can be found at: <http://ec.europa.eu/consumers/odr/>

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