

The following terms and conditions of travel apply to **package deals**, which **TI** offers under www.hachenburger-westerwald.de!

TRAVEL TERMS FOR PACKAGE DEAL OFFERS OF <TOURIST-INFORMATION HACHENBURGER WESTERWALD>

Dear guest,

we request you to read the following travel terms for package deals carefully. These travel terms, to the extent that they are included with legal effect, become an integral part of the travel contract which you (referred to in the following as "Traveller" or "Customer") conclude with *<full name and legal form of the tourism agency without address and contact details>*, referred to in the following as "**TI**", as the travel operator. These travel terms apply exclusively for package deals offered by **TI**. They do **not** apply to the intermediation of third party services (e.g. guest tours and entry tickets) or to contracts for accommodation services or their intermediation. They supplement the statutory provisions of sections 651a - y BGB (German Civil Code) and Articles 250 and 252 EGBGB (Introductory Act to the German Civil Code) and provide more specific detail on them.

1. The conclusion of the contract; information on the exclusion of certain rights of withdrawal

1.1 By placing the booking (travel registration) - which may be done verbally, on the telephone, in writing, by fax or by e-mail - the Customer makes a binding offer to **TI** to conclude a travel contract. The bases for this offer are the description of the trip, these terms and conditions of travel and the supplementary information of **TI** for the respective trip, insofar as these are available to the customer at the time of booking.

1.2 The travel contract is concluded upon the receipt of the travel confirmation (declaration of acceptance) by the travel operator. Upon (or immediately after) the conclusion of the contract, the travel operator will provide the Customer with a travel confirmation on a durable medium (which enables the Customer to keep or store the declaration unchanged in such a way that it is accessible to him within a reasonable period of time, e.g. on paper or by email) that complies with the legal requirements regarding its content, unless the Traveller is entitled to a travel confirmation in paper form pursuant to Article 250 section 6 para. 1 sentence 2 EGBGB because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside business premises.

1.3 If **TI** provides the option of making a binding booking by means of concluding a contract electronically over an internet platform, the following applies to the conclusion of this contract:

a) The online booking process will be explained to the Customer by means of appropriate information. The sole available contract language is German.

b) Using a correction option (which is explained during the order process), the Customer can correct individual errors, or delete information, or reset the entire online order form at any time.

c) After the Customer has selected the travel services he wants and entered his personal details, all of this data, including all the key information about prices, services, any additional services booked and any travel insurance taken out, will be displayed. The Customer has the option of aborting the entire booking or starting it again.

d) By clicking on the "**book for a fee**" button, the Customer submits a binding offer for the conclusion of a travel contract. Clicking on this button results in the conclusion of a travel contract with a binding obligation to pay the fee - provided that a booking confirmation from **TI** is received. Placing a booking online and clicking on the "book for a fee" button does not establish any claim of the Customer to the conclusion of a travel contract. **TI** may decide in its own discretion whether to accept or decline the offer to conclude a contract (booking) made by the Customer.

e) If the booking confirmation is not sent in real time, **TI** will confirm receipt of the booking to the Customer electronically without undue delay. This confirmation of receipt does not constitute a booking confirmation and does not establish any claim to the conclusion of a travel contract according to the Customer's travel wishes.

f) The travel contract is concluded when the Customer receives booking confirmation, which **TI** will send to the Customer using the email address, fax number or postal address provided by the Customer during the ordering process.

1.4 If **TI**'s booking confirmation deviates from the booking made by the Customer, this constitutes a new offer by **TI** which **TI** remains bound by for 7 days, running from the date of the booking confirmation. The contract will be concluded on the basis of this amended offer, provided that the Customer makes his acceptance by means of an express declaration, making a down payment, or paying the outstanding balance. The same applies if **TI** has made an offer to the Customer for a package deal in text form.

1.5 The precontractual information provided by **TI** concerning key features of the travel services, the price of the trip and all additional costs, payment methods, minimum number of participants and the cancellation fee (pursuant to Article 250 section 3 no. 1, 3 to 5 and 7 EGBGB) will only become an integral part of the package deal contract if this has been expressly agreed on between the parties.

1.6 **TI** draws attention to the fact that, in accordance with the statutory provisions (section 312 para 7, 312g para 2 sentence 1 no. 9 BGB), in the case of package deal contracts according to sections 651a and 651b BGB that are concluded via distance selling (letters, catalogues, telephone calls, faxes, emails, SMS, radio, teledmedia and online services), there is no right of revocation and only the statutory rights of withdrawal and termination (including the right of withdrawal under section 651h BGB) apply (see also Clauses 8). However, a right of withdrawal applies if the contract for travel services pursuant to section 651a BGB was concluded outside of the business premises in accordance with § 651a BGB, unless the verbal negotiations on which the conclusion of the contract is based have been conducted at the prior request of the consumer; in the latter case, there is also no right of cancellation.

2. Services

2.1 The services owed by **TI** are solely those specified in the booking confirmation in conjunction with the advertisement for the respective package deal on which the confirmation is based and subject to all the information and notes contained in the booking bases.

2.2 Travel agents and service providers, including accommodation businesses, are not authorised by **TI** to give any representations or to make any agreements which go beyond the travel advertisement or the booking confirmation, or which conflict with the confirmation, or seek to amend the confirmed content of the travel contract.

2.3 Information provided in hotel guides, prospectuses and similar directories (including in the prospectuses of the accommodation providers) which are not published by **TI** are not binding on **TI** (including with regard to its obligation to render the services) if they have not been made part of the host's performance obligations by means of express agreement with the guest.

3. Down payment/payment of outstanding balance

3.1 The travel operator and the travel agent may only request or accept payments towards the price of the trip before the end of the package deal trip if there is an effective customer payment protection agreement and the Customer has been given the security note with the name and the contact details of the customer payment insurer in a way which is clear, understandable and which is highlighted. After the conclusion of the contract (receipt of the booking confirmation) and the provision of the security note, a down payment must be made which will be credited to the travel price. Unless otherwise agreed in the individual case and specified in the booking confirmation, this amounts to 20% of the travel price.

3.2 Unless another payment deadline has been agreed, the outstanding balance falls due for payment **3 weeks** prior to the start of the trip, as long as the security note has been provided and if it is certain that the trip can no longer be cancelled for the reasons specified in Clause 8 of these terms. For bookings which were made less than **3 weeks** before the start of travel, the total travel price falls due for payment immediately.

3.3 Contrary to the provisions of 3.1 and 3.2, the obligation to provide a security note does not apply if the contractual services do not include transportation to and from the holiday destination and this has also not been agreed and the booking confirmation specifies that the entire travel price only has to be paid on site at the end of the trip (completion of the package tour).

3.4 If the Customer has no contractual or statutory right of withdrawal and **TI** is prepared and, in the position, to perform the contractual services, the following applies:

a) If the Traveller fails to make a down payment or pay the outstanding balance (or pay these amounts in full) by the applicable deadlines in spite of the conditions precedent for maturity being fulfilled, **TI** is entitled – subject to issuing a reminder and setting a grace period for performance – to withdraw from the contract after expiry of the deadline and charge the costs of withdrawal to the guest pursuant to Clause 4 of these terms. **TI** is not entitled to do this if the guest is not to blame for the payment default.

b) The Customer is not entitled to the services or to the provision of the travel documents unless and until the travel price has been paid in full.

4. Withdrawal by the Customer, rebooking

4.1 The Customer may withdraw from the trip at any time before it commences. It is recommended to give written notice of this withdrawal to avoid any misunderstandings. The cancellation must be declared to **TI** at the address given below. If the trip was booked through a travel agent, the cancellation can also be declared to the travel agent. The key date is the date when **TI** or the travel agent receives the withdrawal notice.

4.2 If the Customer withdraws prior to the start of the trip or if he fails to appear at the start of the trip, **TI's** claim to the travel price lapses. Instead, **TI** may demand reasonable compensation, as long as **TI** was not to blame for the withdrawal. **TI** cannot demand compensation if, at the destination or in its direct vicinity, unavoidable, extraordinary circumstances occur which seriously impair the performance of the package trip or the transportation of persons to the destination; circumstances are deemed unavoidable and extraordinary if they are beyond the control of the

party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 The amount of compensation equals the travel price less the value of the expenses saved by **TI** and less the amount which **TI** earned by rendering the services to someone else (which must be proven by the travel operator upon the Customer's request). **TI** shall determine the compensation amounts taking into account the period between the declaration of cancellation and the start of travel, as well as the expected savings in expenses and the expected gains from other uses of the travel services. The compensation is calculated based on the date of receipt of the declaration of cancellation. The applicable compensation amounts are specified in the offer and in the travel confirmation. If no compensation amounts are specified in the offer and in the travel confirmation; the compensation is calculated based on the date of receipt of the declaration of cancellation using the cancellation scale listed below:

by the 31st day before the start of travel	10% of the travel price
30 – 21 days before the start of travel	20% of the travel price
20 – 12 days before the start of travel	30% of the travel price
11 – 3 days before the start of travel	70% of the travel price
less than 3 days before the start of travel	90% of the travel price

4.4 Concluding a travel cancellation insurance policy and insurance to cover repatriation costs in the event of an accident or illness is strongly recommended.

4.5 The Customer reserves the right to provide proof to **TI** that **TI** has not incurred any costs or materially lesser costs than the lump sums set. In such cases, the Customer must only pay the lesser costs.

4.6 Lump sum compensation pursuant to 4.3 is deemed not to have been agreed or set if **TI** proves that **TI HAS INCURRED SIGNIFICANTLY HIGHER COSTS** than the lump sum calculated pursuant to Clause 4.3. In this case, **TI** is obligated to specifically quantify and justify the claimed damages, taking the saved expenditure and the earnings on another possible use of the travel services into consideration.

4.7 If changes are made to the dates of travel, accommodation, the type of catering or other services at the Customer's request after the conclusion of the contract (re-bookings), **TI** may charge a re-booking fee of 15€ for changes made at least 32 days before the start of travel. This is subject to the proviso that re-bookings are basically possible. The Customer does not have any legal claim to the re-booking. Any re-bookings after this point are only possible by withdrawing from the travel contract and making a new booking according to the above terms and conditions for withdrawal. This does not apply in the case of rebooking requests that incur only insignificant costs or if the rebooking is necessary because **TI** has given no, insufficient or incorrect pre-contractual information to the traveller in accordance with Art. 250 § 3 EGBGB.

4.8 If **TI** is obligated to reimburse the travel price as a result of withdrawal, this does not affect section 651h para 5 BGB.

4.9 The Customer's statutory right to demand, in accordance with Section 651 e BGB, from **TI** by means of notification on a durable data medium, that a third party enters into the rights and obligations arising from the package travel contract in place of the Customer, remains unaffected by the above conditions. Such a declaration is deemed to have been made in a timely manner if it is received by **TI** 7 days before the start of travel.

5. Obligations of the Traveller, (notification of defects, termination)

5.1 The Traveller is obligated to notify any defects which may occur to **TI** without undue delay and demand remedial action. The only time that the Traveller's claims do not lapse is if the Traveller fails to notify the defects and the Traveller is not to blame for this failure. However, the Traveller may notify the travel agent through which he booked the trip, of the defect notification. It is not sufficient to make a notification of defects to the service provider (including the accommodation business).

5.2 If this trip is seriously impaired due to a defect in the trip or if it is no longer reasonable for the Traveller to participate in the trip due to such a defect for a compelling reason which is evident to **TI**, the Traveller is entitled to terminate the travel contract according to the provisions of law (section 651i BGB). If a Customer/Traveller wishes to terminate the package deal contract pursuant to section 651i BGB due to a defect of the type specified in section 651i para 2 BGB (provided that such defect is material), he must first set the travel operator a reasonable grace period to take remedial action. The only time when this does not apply is if the travel operator refuses to take remedial action or if immediate remedial action is necessary.

5.3 The Traveller must bring claims under section 651i para 3 no. 2, 4-7 BGB relating to the failure to perform the travel services in compliance with the contract against **TI** at the address specified below. Claims may also be enforced via the travel agent if the trip was booked via this travel agent. The contractual claims set out in section 651i para 3 BGB become time barred after two years. The statute of limitations begins to run on the day when the trip is due to end according to the contract. It is strongly recommended to enforce claims in text form.

6. Specific obligations of the Traveller in relation to package deals including medical services, spa treatments, wellness offers

6.1 For package deals which include medical services, spa treatments, wellness offers or similar services, the Traveller must inform himself prior to booking, commencing the trip or utilising the services whether the relevant treatment or services is/are suitable for him, taking into account his personal state of health, including any pre-existing complaints or illnesses.

6.2 In the absence of an express agreement, **TI** is not obligated to provide the Traveller with any specific (personalised) medical advice or instructions about the consequences, risks and side effects of such services.

6.3 The above provisions apply regardless of whether **TI** is only acting as the intermediary of such services or whether these form a part of the travel services.

7. Limitation of Liability

7.1 **TI**'s liability for damage that is not caused by the violation of a material obligation, the fulfilment of which makes the proper execution of the contract possible, or the violation of which jeopardises the achievement of the purpose of the contract or results from the injury to the life, body or health, to the extent that the damage was not caused culpably, is limited to three times the travel price,

7.2 **TI** is not liable for any information provided in relation to (or defects in) the performance of services which are not contractually agreed principal services and are not part of **TI**'s package deal and which are designated as a third party service in the travel advertisement or the booking confirmation (stating the identity and address of the intermediated service provider) in a way which is recognisable for the Customer, or which are merely intermediated during the stay as third party services (e.g. spa- and wellness services, sporting events, theatre visits, exhibitions, excursions etc.) and in addition the requirements of §§ 651b, 651c, 651w and 651y BGB have been properly fulfilled..

7.3 If services such as medical services, therapeutic services, massages or other healing techniques or services are not part of the package deal of **TI** and are only intermediated by **TI** in addition to the package booked according to Clause 7.2, **TI** is not liable for rendering these services or for any personal injury or property damage. If such services do form part of the travel services, **TI** is not liable for the success of the healing- or spa treatment. Sections 651b, 651c, 651w and 651y BGB are not affected.

8. Withdrawal of TI due to failure to reach the minimum number of participants

8.1 If there is a reference to a minimum number of participants in the specific travel advertisement for a certain trip or in a general notice in a travel prospectus which applies to all trips or those described in the prospectus and this number of participants is not reached, **TI** may withdraw from the travel contract up to **2 weeks** before the start of travel, provided that **TI**

a) the minimum number of participants is stated in the respective pre-contractual notice as well as the latest time prior to the contractually agreed scheduled start of travel when the Customer must receive the declaration, and

b) states the minimum number of participants and the latest permitted time for withdrawal in the travel confirmation.

8.2 A declaration of withdrawal vis-à-vis the Customer must be given on the day stated in the pre-contractual notice and the travel confirmation at the latest. If it is already clear at an earlier point that the minimum number of participants cannot be reached, the travel operator must exercise its right of withdrawal without delay.

8.3 If **TI** withdraws from the contract, the Customer will be reimbursed without delay for any payments he has made towards the travel price. These reimbursements will be made within 14 days of the receipt of the declaration of withdrawal.

9. Non-utilised services

If the Traveller does not utilise individual travel services which **TI** was ready and able to render according to the contract for reasons which are to be attributed to the Traveller, the Traveller has no right to pro rata reimbursement. However, if that the amounts affected are not quite marginal, **TI** will make efforts to obtain a refund from the service provider and repay the amounts to the Customer as soon as (and to the extent that) **TI** obtains the refunds from the service provider.

10. Special provisions relating to pandemics (particularly coronavirus)

10.1 The parties agree that the service provider will always perform the agreed travel services in compliance and in accordance with the official requirements and stipulations applicable at the time of travel.

10.2 The Traveller declares that he/she agrees to comply with reasonable usage rules or restrictions of the service provider when taking advantage of travel services and to promptly notify the tour leader and the service provider in the event that he/she suffers typical symptoms of illness.

10.3 The above provisions do not affect the rights of the customer under § 651i BGB.

11. Information about alternative dispute resolution bodies; Governing law and place of jurisdiction

11.1 With regard to the law on consumer dispute settlement, **TI** hereby indicates that **TI** will not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for **TI** after the printing of these travel conditions, **TI** will inform the consumers in a suitable format..

11.2 With regard to Travellers who are not citizens of a member state of the European Union or Switzerland, German law exclusively governs the entire legal- and contractual relationship between the Traveller and **TI**. Such Travellers may only bring legal action against **TI** at the location of its registered office.

11.3 For legal action which **TI** brings against Travellers or contractual partners to a travel contract who are traders, legal persons under public or private law or persons who have their place of residence or habitual residence abroad or whose place of residence or habitual residence are not known at the time when the action is brought, the location of **TI's** registered office is agreed as the place of jurisdiction.

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