

The below terms and conditions on the intermediation of travel services ("Intermediation Terms") apply to the **intermediation of individual travel services** (accommodation, entry tickets, leisure tourism etc.), the **intermediation of associated travel services** and the **intermediation of package deals** by TI!

**Scope of application of these terms and conditions;  
Breakdown into Sections A, B and C**

The below terms and conditions are, to the extent effectively agreed, part of the intermediation contract between you (referred to in the following as "Customer" or "Traveller") and, referred to in the following as "**TI**" which is concluded whenever bookings are made. They supplement the statutory provisions of sections 675, 631 BGB (German Civil Code) and, in the case of the arrangement of package holidays or associated travel services, sections 651a - y BGB (German Civil Code) and Articles 250 and 251 EGBGB (Introductory Act to the German Civil Code) and provide more specific detail on them. **Therefore please read these Intermediation Terms carefully before making your booking.**

With regard to the various ways of intermediating travel services and package travel deals which are recognised by law depending on the nature of the travel service intermediated, these Intermediation Terms are split into 3 sections.

**The exclusive rules for intermediation**

**A) of an individual travel service** or multiple travel services of one type are set out in **Section A** of these Intermediation Terms

**B) of associated travel services** are set out in **Section B** of these Intermediation Terms

**C) of package deals** are set out in **Section C** of these Intermediation Terms

**Section A: Rules for the intermediation of an individual travel service or multiple travel services of one type**

The provisions of this Section A concerning the intermediation of an individual travel service or multiple travel services of one type within the meaning of section 651 a para 3 sentence 1 BGB (new version) apply exclusively if the travel service intermediated **is neither part of associated travel services according to Section B nor part of a package deal under Section C**. In this case, there is no legal requirement to notify the Customer by means of an information sheet.

**1. Conclusion of the contract, information on the exclusion of certain rights of withdrawal**

**1.1.** When **TI** accepts the Customer's intermediation request, a contract between **TI** and the Customer is concluded concerning the intermediation of travel services. Neither the request nor the acceptance are subject to any form requirements.

**1.2.** If the request is sent in electronic form (e-mail, online), **TI** will provide electronic confirmation of receipt of the request without undue delay. This confirmation of receipt does not constitute confirmation of acceptance of the intermediation request.

**1.3.** To the extent that there are no conflicting mandatory provisions of law, the mutual rights and obligations of the Customer and **TI** are set out in the agreements made in the individual case, these terms and conditions and the provisions of law, including sections 675, 631 et seq. BGB, concerning the procurement of business for a fee.

**1.4.** The agreements concluded with the Customer, including (to the extent effectively agreed) the contractual partner's own terms and conditions or travel/business, exclusively govern the rights and obligations of the Customer towards the contractual partner of the intermediated service. In the absence of any special agreement or notice, the conditions of carriage and tariff regulations issued on a statutory basis by the competent transport authority or on the basis of international agreements apply to transport services.

**1.5.** In accordance with the statutory requirements the customer is advised that, pursuant to the provisions of law (Article 312g par. 2 sentence 1 sec. 9 BGB), for contracts regarding leisure activities concluded by way of distance selling (letters, catalogues, telephone calls, emails, messages sent by mobile phone (text messages)) or outside of the business premises there is no cancellation right. Other legal rights of withdrawal and termination of the customer remain unaffected.

**2. TI's general contractual obligations, information, instructions**

**2.1.** The Customer will be given the best possible advice based on these Intermediation Terms. If desired, **TI** can make the booking enquiry with the service provider. After confirmation has been given by the service provider, the performance obligation includes the provision of the documents about the intermediated travel service(s). This does not apply if it has been agreed that the service provider will send the documents directly to the Customer.

**2.2.** When providing information and instructions, **TI's** is liable for the correct selection of the information source

and the correct forwarding to the Customer within the scope of the law and the contractual agreements. There is only a contract for the provision of information with the principal obligation to provide information if an express agreement has been concluded. **TI** is not liable for the accuracy of the information provided according to Section 675 para 2 BGB unless a specific contract for the provision of information has been concluded.

**2.3.** In the absence of an express agreement, **TI** has no obligation to determine who is the cheapest provider of the travel service requested or to offer the tickets of that provider. This does not affect **TI**'s contractual obligations in relation to any "best price" guarantees that it has given.

**2.4.** In the absence of an express agreement, **TI** does not give any warranties within the meaning of Section 276 para 1 sentence 1 BGB with regard to information about prices, services, booking conditions or other circumstances relating to the travel service, and does not give any procurement guarantees within the meaning of this provision with regard to information about the availability of the services to be intermediated by the intermediary.

**2.5.** **TI** only accepts special requests for the purposes of forwarding them to the service provider to whom the referral is made as part of intermediation. Unless otherwise expressly agreed, **TI** is not liable for the fulfilment of such special requests. Furthermore, they are neither a condition precedent nor the contractual basis for the intermediation request or for the booking declaration which the intermediary must send to the service provider. The Customer is informed that special requests generally only become part of the service provider's contractual obligations if the service provider gives its express confirmation.

### **3. Documents about the intermediated travel service**

**3.1.** Both the Customer and **TI** are obligated to check contractual and other documents of the intermediated service provider concerning the travel services, which were given to the Customer by **TI** (including booking confirmations, hotel vouchers, entry tickets, insurance policies and other documents about the intermediated travel services) for their correctness and completeness, and as to whether they match the booking and the intermediation request.

**3.2.** If documents concerning the intermediated travel services are not sent to the Customer directly by the intermediated service provider, **TI** will provide them by handing them over on its business premises or by sending them by post or e-mail.

### **4. Customer's cooperation obligations towards TI**

**4.1.** The Customer must notify **TI** without undue delay of any errors or defects in **TI**'s intermediation activities which are evident to him/her. This includes defective or incomplete information in the Customer's personal details, other information, information and documents concerning the travel services intermediated and the incomplete performance of intermediation services (e.g. failure to make bookings or reservations).

**4.2.** If the Customer fails to make a notification pursuant to Section 4.1, the following applies:

a) If the Customer is not at fault for failing to make the notification under Section 4.1, the Customer's claims do not lapse.

b) The Customer's claims against **TI** lapse to the extent that **TI** proves that the Customer would not have suffered any damage (or would not have suffered damage to the extent claimed by the Customer) if the Customer had made a proper notification. This applies, for instance, if **TI** proves that a notification made by the Customer without undue delay would have given **TI** the opportunity to rectify or mitigate damage, e.g. by re-booking, making a supplementary booking or cancelling with the service provider intermediated.

c) The Customer's claims do **not** lapse in the event of a failure to make a notification according to Section 4.1

- for claims which result from an injury to life, limb or health, or from the intentional or negligent violation of duty by **TI**, or a legal representative, or vicarious agent of **TI**
- in relation to claims for the compensation of other damage based on intentional or grossly negligent violation of duty by **TI** or by a legal representative or vicarious agent of **TI**
- if there has been a breach of a key obligation whose fulfilment makes it possible to correctly perform the intermediation contract at all or the violation of which jeopardises the achievement of the objective of the contract;

Liability for errors in bookings according to section 651x BGB is unaffected.

**4.3.** Para 4 does not affect any contractual and/or statutory obligations of the Customer to notify defects to the service provider to whom a referral was made in the course of intermediation.

**4.4.** In its own interests, the Customer is requested to indicate to **TI** any special needs or restrictions in relation to the travel services requested.

**4.5.** If the customer provides an email address for communication, the customer agrees to email correspondence that is transport-encrypted by **TI** and undertakes to check their inbox (including any SPAM filter) regularly for incoming messages.

## **5. Compensation for out-of-pocket expenses, fees, debt collection**

**5.1.** TI is entitled to request payments according to the intermediated service provider's provisions on the rendering of services and payment, as long as these provisions have been effectively agreed between the service provider and the Customer and contain legally effective provisions concerning payment.

**5.2.** TI may enforce payment claims against the Customer as its debt collection agent, provided that this complies with the agreements between TI and the service provider. However, the debt collection agent may also make such enforcement based on its own rights in relation to the Customer's legal obligation to make advance payments as the client pursuant to Section 669 BGB.

**5.3.** The above provisions apply accordingly for cancellation fees (compensation for withdrawal) and other justified statutory or contractual claims of the service provider to which the referral was made as part of intermediation.

**5.4.** The Customer may not counter TI's own payment claims by way of retention or set-off by seeking to argue that the Customer has claims against the mediated service provider, in particular due to defective performance of the mediated contract or due to withdrawal from the mediated contract. This does not apply if a culpable breach of contractual obligations by TI was the cause or contributory cause of such claims arising, or TI is liable to the Customer for the counterclaims enforced for other reasons.

## **6. TI's obligations in relation to complaints by the Customer to the intermediated service providers**

**6.1.** Claims must be enforced against the intermediated service providers within certain statutory or contractual periods. In general, enforcing the claims against TI is not decisive in determining whether these periods have been complied with. This also applies to the extent that the Customer wishes to enforce claims against TI and the service provider with regard to the same travel services.

**6.2.** In the case of complaints or other enforcement of claims against the intermediated service providers, TI's obligations are restricted to the provisions of the necessary and known information and documents (including the notification of names and addresses of the intermediated service providers).

**6.3.** If TI (even without having any obligation to do so), performs the forwarding of the claims notice which is decisive in determining whether the relevant time limit has been complied with, TI is only liable for the timely receipt of this notice by the recipient if the deadline is missed due to TI's own intention or gross negligence.

**6.4.** TI does not have any obligations to provide advice on the type, scope, amount, conditions precent to the claims, any time limits which must be observed, or any other legal provisions with regard to any claims which the Customer may have against intermediated service providers.

## **7. Important information about insurance for travel services**

**7.1.** TI hereby highlights the option of taking out travel cancellation insurance when making the booking which would help to mitigate the cost risk should the Customer cancel.

**7.2.** Furthermore, the Customer is informed that travel cancellation insurance does not usually cover the damage which he/she may incur if he/she abandons the utilisation of the travel services after the relevant event has commenced – even if the Customer is not to blame for such abandonment. Travel cancellation insurance must usually be concluded separately.

**7.3.** If (travel-) insurance policies are the subject of intermediation, the Customer is informed that the terms of the intermediated (travel-) insurance policies may contain specific contractual terms and/or cooperation obligations of the Customer, including exclusions of liability (i.e. in the event of pre-existing illnesses), time limits for filing claims and excess. TI has no liability if he has not provided any false information about the insurance terms and the intermediated travel insurer has a right to withhold performance against the Customer based on effectively agreed insurance terms.

## **8. Liability of TI**

**8.1.** If TI has not assumed a broader contractual obligation by express agreement with the Customer, TI is only liable for proper fulfilment of its intermediary obligations. These intermediary duties include, in particular, the legally effective transmission of the offer to conclude the contract with the service providers to be intermediated and, if the contract offer is accepted by the service providers to be intermediated, the transmission of the contract confirmation on behalf and for the account of the intermediated service provider.

**8.2.** TI is not liable for defects and damage which the Customer incurs in relation to the travel service(s) intermediated. This does not apply if an express agreement has been concluded with TI or TI has made an express representation in this regard, including if this agreement/representation deviates significantly from the service provider's service specification.

**8.3.** The above provisions do not affect any liability of TI for a culpable breach of intermediation obligations.

## **9. Special provisions relating to pandemics (particularly coronavirus)**

**9.1.** In the absence of an express agreement, **TI** has no obligation to inform the Customer about any generally applicable rules at the destination for the travel services with regard to pandemics (including coronavirus).

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

**9.3.** The statutory rights of the Customer remain unaffected by the above provisions.

## **10. Data Protection; Alternative dispute resolution; governing law and place of jurisdiction**

**10.1.** When initiating, concluding, processing and cancelling a mediated contract, **TI** collects, stores, processes and passes on data to the mediated providers of travel services in accordance with the statutory provisions. You can find out more about your rights in relation to your personal data in the data protection declaration at [www.hachenburger-westerwald.de](http://www.hachenburger-westerwald.de)

**10.2.** 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** following the printing of these intermediation terms, **TI** will inform the consumers in a suitable format.

**10.3.** With regard to Customers/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 Customer/traveller and **TI**. Such Customers/travellers may also bring legal action against **TI** at the location of its registered office.

**10.4.** For legal action which **TI** brings against Customers or Contractual Partners to a package 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.

## **Section B: Rules for the intermediation of associated travel services pursuant to section 651w BGB**

The provisions of this **Section B** on the intermediation of associated travel services apply exclusively if **TI** provides the information sheet on the intermediation of associated travel services. This information sheet informs the Customer that, if he books an additional travel service at the intermediary, this does not result in the booking of a package deal, but a second contract for associated travel services when the contract is concluded.

### **1. Payments for associated travel services**

**1.1.** **TI** may only accept payments of the Traveller towards fees for associated travel services if **TI** has ensured that these will be refunded to the Traveller, if travel services are to be provided by **TI** itself, or if claims of intermediated service providers to fees are still outstanding and if **TI** becomes insolvent.

a) Travel services are cancelled, or

b) the Traveller fails to make payment for travel services already rendered upon request by service providers who have not yet been paid in full.

**1.2.** This security is provided by **TI** upon the intermediation of associated travel services by taking out insolvency insurance according to section 651w para 3 BGB, stating the name and contact details of the insurer of customer payments in a clear, understandable and highlighted way, and handing over a corresponding security note for all payments of the Customer to **TI** for associated travel services, to the extent that the Customer does not make direct payment to the intermediated service provider of the associated travel service.

### **2. Reference to the additional application of the rules set out in Section A**

**2.1** The following provisions of Section A apply additionally to the intermediation of associated travel services:

**1.1, 1.2, 1.4, 1.5; 2; 3; 4; 6; 7; 8, 1.8.2; 9; 10.**

**2.2.** Clause 1.3 of Section A applies with the provision that the mutual rights and obligations in the event of the brokerage of associated travel services also arise from the statutory provisions of Sections 651a–y BGB and Articles 250 and 251 of the EGBGB.

**2.3.** Section A clause 5 only applies if **TI** has discharged its obligation under clause 1 of this Section B to secure payments.

**2.4.** Clause 8.3 of Section A applies with the provision that liability under Section 651x of the German Civil Code (BGB) also remains unaffected by the provisions in 8.1 f.

### **Section C: Rules for the intermediation of package deals pursuant to section 651v BGB by TI**

The provisions of this **Section C** concerning the intermediation of package deal contracts ("Travel Intermediation") pursuant to section 651v BGB (new version) apply exclusively if the travel intermediary has provided the information sheet on package deals. The information sheet specifies the intermediated travel operator as the company responsible for providing the package tour.

#### **1. Payments by the Customer / Traveller on package tours**

1.1 **TI** and the intermediated travel operator may only demand or accept payments on the travel price before the end of the package tour, if an effective contract of the travel operator for the protection of customer payments exists and the Customer has been given the security note of the travel operator with name and contact details of the customer money insurer in a clear, understandable and highlighted way.

#### **2. Declarations by the Customer / Traveller**

**TI** is deemed to have been authorised by the tour operator to take receipt of notifications of defects and other declarations by the Customer/Traveller concerning the performance of the package deal. **TI** will inform the tour operator of such declarations by the Traveller without undue delay. To avoid wasting time in spite of declarations being forwarded in a timely manner, **TI** recommends submitting these declarations directly to the tour operator or the designated point of contact at the tour operator.

#### **3. Reference to the additional application of the rules set out in Section A**

**3.1 The following provisions of Section A apply additionally to the intermediation of package tours: 1.1, 1.2, 1.4; 2.1; 2.3; 2.4; 3.1; 4.1; 4.4; 6.4; 7; 8; 9; 10.**

**3.2.** Clause 1.3 of Section A shall apply with the provision that the mutual rights and obligations in the case of the arrangement of package holidays shall additionally arise from the statutory provisions of Sections 651a–y BGB and Articles 250 and 251 of the EGBGB.

**3.3** Clause 1.5. of Section A applies with the provision that, in accordance with the statutory provisions (Section 312 (7) of the German Civil Code (BGB)), there is no right of cancellation in the case of package travel contracts pursuant to Section 651a and Section 651c of the German Civil Code (BGB) concluded at a distance (letters, catalogs, telephone calls, teletypes, e-mails, messages sent via mobile phone service (SMS) as well as broadcasting, telemedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal pursuant to Section 651h of the German Civil Code (BGB). However, there is a right of withdrawal if the contract for travel services has been concluded outside business premises in accordance with Section 651a of the German Civil Code (BGB), unless the oral 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 withdrawal.

**3.4. Clause 2.2 of Section A** only applies if information is concerned which the travel intermediary is not obliged to provide pursuant to section 651v BGB in conjunction with Article 250 sections 1 to 3 EGBGB.

**3.5. Clause 3.2 of Section A** only applies if the Customer is not entitled to a travel confirmation in paper form pursuant to Article 250 section 6 para 1 sentence 2 EGBGB.

**3.6. Clause 8.3 of Section A applies with the provision that** liability under Section 651x of the German Civil Code (BGB) also remains unaffected by the provisions in 8.1 f.

**3.7 Clause 9 of Section A applies with the provision** that the rights of package travel customers under Section 651i of the German Civil Code (BGB) remain unaffected.

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#### **The intermediary is:**

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