

TERMS OF BUSINESS FOR PACKAGE OFFERS PROVIDED BY TOURISMUS ZENTRALE SAARLAND GMBH

Dear Clients,

The following terms and regulations will become part of any valid travel contract concluded between you and Tourismus Zentrale Saarland GmbH (hereinafter referred to as "TZS") from 1 July 2018 onwards. These terms only apply to TZS package offers. They complement the legal provisions of §§ 651a of the German Civil Code (BGB) and Articles 250 and 252 of the Introductory Act of the German Civil Code (EGBGB). Please read these terms carefully before making a booking.

1. Conclusion of the package holiday travel contract, client's obligations

1.1. The following applies to all booking channels:

- a) The TZS offer and the booking made by the client are based on the description of the trip and additional information supplied by TZS for the respective trip, provided they are available to the client upon booking.
- b) If the contents of the travel confirmation supplied by TZS deviate from the contents of the booking, this represents the provision by TZS of a new offer which TZS is bound to honour for a period of 7 days. Contractual completion on the basis of this new offer occurs if TZS has advised the client about the changes with respect to the new offer and has complied with its pre-contractual information duties and if the client accepts the offer within the 7-day period by means of an explicit declaration or down payment.
- c) The pre-contractual information provided by TZS about the essential characteristics of the travel services, the package price and all additional cost, the mode of payment, the minimum party size and cancellation fees (pursuant to article 250 § 3 numbers 1, 3 to 5 and 7 EGBGB) will only then not become part of the package holiday travel contract if this is explicitly agreed between the parties.

1.2. The following applies to the booking which can occur verbally, by telephone, in writing, by email or fax:

- a) Such bookings (apart from verbal and telephone bookings) are to be made using the TZS booking form (in the case of email bookings, the completed and signed booking form needs to be sent as an attachment). The booking constitutes a binding offer by the client to TZS to conclude the package holiday travel contract.
- b) Contractual completion occurs upon receipt of the TZS travel confirmation. TZS will provide the client with a travel confirmation in a written format upon or right after completion of the contract that complies with legal requirements regarding its content, provided that the traveller is not entitled to a travel confirmation in paper form pursuant to Article 250 § 6 subsection (1) sentence 2 EGBGB based on the contract having been concluded in the physical presence of both parties or off-premises.
- c) If TZS makes a binding and concrete offer to the client, possibly after having previously discussed specific wishes, including services, prices and time of travel, contractual completion occurs in deviation from the aforementioned stipulations when the client accepts this offer without any extensions, restrictions or other alterations in the form and within the period stated by TZS. In this case, the contract concludes when TZS receives the client's declaration of acceptance. TZS will confirm receipt of the declaration of acceptance to the

client. However, the contract is legally binding irrespective of whether the client receives this information.

1.3. TZS points out that according to statutory provisions (§§ 312 subsection 7, 312g subsection 2 sentence 1 number 9 BGB) there is no right of cancellation for package holiday contracts under § 651a and § 651c BGB that were formed at a distance (via letters, catalogue, phone calls, fax, emails, mobile texts as well as radio, electronic information and communication services and online services) but only the statutory rights of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB (see also clause 3). However, a right of cancellation exists if the travel services contract according to § 651h BGB was concluded off-premises, unless the verbal negotiations that the contract is based on have been conducted upon prior order of the consumer. In the latter case, there is also no right of cancellation.

2. Payment

2.1. TZS and the travel agent may only demand or accept a payment on the package price prior to the end of the tour if a valid customers' money hedge contract exists which has been presented to the client and states the name and contact details of the underwriter in a clear, understandable and obvious way. Once the travel contract has been concluded and the insolvency protection certificate has been supplied to the client, a down payment of 20% of the package price needs to be made. The remaining balance needs to be paid 30 days before the tour start date, provided the insolvency protection certificate has been supplied. If the booking is made less than 30 days before the start date, the whole amount needs to be paid straight away.

2.2. There is no obligation for insolvency protection and supplying an insolvency protection certificate if the travel services do not include the client's transport from the place of residence or another starting point to the destination of the contractual services and/or back and if it has been agreed on in individual cases that the full package price without prior down payment is only due at the end of the trip after all travel services have been received. This also applies if a down payment and/or payment of the balance before the end of the tour has been agreed, TZS, however, has then explicitly waived such a down payment, respectively prior payment in the booking confirmation.

2.3. If the client does not make the down payment and/or pays the balance according to the agreed due dates although TZS is prepared and able to properly perform the contractual services, has fulfilled its statutory information duties and the client has no statutory or contractual right of retention, TZS is entitled after having sent a reminder including a payment period to withdraw from the package holiday contract and charge withdrawal costs to the client according to clause 3.

3. Withdrawal by the client prior to the start of the trip/cancellation fees

3.1. The client may withdraw from the tour at any time prior to the start date. The client needs to notify TZS under the below stated address about the withdrawal. If the trip was booked via a travel agency, notifying the travel agency is also possible. It is recommended that declarations of withdrawal be made in writing.

3.2. In the instance of the client withdrawing before the start date or not going on the trip, TZS loses the right to claim the package price. Instead, TZS is entitled to claim an adequate compensation, provided the withdrawal is not attributable to TZS or no unavoidable and exceptional circumstances occur at the destination or in its immediate surrounding that severely affect the performance of the package holiday or transporting people to the

destination. Circumstances are unavoidable and exceptional if TZS has no control over them and if their consequences could not have been avoided even if all reasonable precautions had been taken.

3.3. TZS has calculated the following lump-sum compensation, taking into account the time period between the withdrawal declaration and the start date of the trip as well as the standard expenditure saved as a result of the withdrawal and profit to be expected from alternative usages of the travel services. Compensation will be calculated after receipt of the declaration of withdrawal as follows, using the respective cancellation fee bracket:

up to 30 days before the start date of the trip 10%

up to 15 days before the start date of the trip 30%

up to 7 days before the start date of the trip 50%

up to 3 days before the start date of the trip 75%

from 3 days before the start date of the trip, respectively failing to go on the trip 80%

3.4. The client is always free to prove to TZS that TZS has incurred no damages or considerably lower damages than the lump-sum compensation required by TZS.

3.5. TZS reserves the right to demand a higher, concrete compensation instead of the above mentioned lump-sum, provided TZS proves that the expenses incurred were considerably higher than the respective lump-sum compensation. In this case, TZS is obligated to provide a concrete figure for the required compensation, taking into account the expenditure saved and a possible alternative usage of the travel services and prove this figure.

3.6. If TZS is obliged to refund the package price following a withdrawal, this needs to happen promptly and in any case within 14 days after receipt of the declaration of withdrawal.

3.7. The client's statutory rights according to § 651 e BGB to request from TZS via notification on a durable medium that the rights and obligations set out in the package travel contract be assumed by a third party instead remains untouched by the aforementioned conditions. Such a notification is always timely if it reaches TZS 7 days before the start date of the trip.

3.8. Clients are strongly advised to take out holiday cancellation insurance as well as insurance that covers the cost for repatriation in the event of accidents or illness.

4. Obligations of the client/traveller

4.1. The client needs to inform TZS or the travel agency where the package holiday was booked if the necessary travel documents (e.g., train ticket, hotel voucher) have not been received within the period that was advised by TZS.

4.2. Notice of defects/claiming redress

a) If the trip is not delivered free of defects, the client/traveller can claim redress.

b) Insofar as TZS was not able to provide redress because the client did not submit a notice of defects, the client can neither claim a price reduction under § 651m BGB nor damages under § 651n BGB.

c) The client is obliged to notify a representative of TZS at the destination of the defects. This needs to be done without delay. If there is no TZS representative on the ground and if this is not part of the contract, TZS needs to be informed about possible defects using the point of contact provided by TZS. The travel confirmation contains information how to get in touch with the TZS representative, respectively the point of contact. However, the client can also notify the travel agent where the package holiday was booked about the defects.

d) The TZS representative is instructed to find a remedy if possible. However, he/she is not authorised to recognise any claims.

4.3. Setting deadlines before cancellation

If a client/traveller wishes to cancel the package holiday contract on the basis of a holiday deficiency as described in § 651i subsection (2), provided it is considerable, pursuant to § 651I BGB, they are obliged to first set TZS a reasonable deadline for the provision of redress. This does not apply if redress is refused by TZS or if immediate redress is necessary.

5. Limitation of liability

5.1. Contractual liability of TZS for damages that do not arise from injury to life, body or health and were not caused intentionally or negligently are restricted to the sum of three times the package price. Possible further claims pursuant to the Montreal Convention, respectively the German Air Traffic Act (Luftverkehrsgesetz) are not affected by the aforementioned limitation of liability.

5.2. TZS is not liable for defaults in performance, personal injury or property damage in the context of services that are only arranged as third party services (e.g., excursions, sport events, exhibitions, theatre visits), provided they are explicitly marked as third party services in the package description and travel confirmation, including name and address of the third party partner so that the client/traveller was able to clearly identify that these services are not an integral part of the TZS package tour and were separately chosen. §§ 651b, 651c, 651w and 651y BGB remain unaffected by this.

However, TZS is liable if and insofar as the damage sustained by the traveller is a result of TZS's failure to fulfil its information, explanation and organisation obligations.

6. Assertion of claims, addressee

Claims pursuant to § 651i subsection (3) numbers 2, 4-7 BGB have to be lodged by the client/traveller with TZS. They can also be lodged with the travel agency if the holiday package was booked via a travel agent. It is recommended to assert your claims in writing.

7. Alternative dispute resolution, applicable law and jurisdiction

7.1. With regard to the law on the settlement of consumer disputes, TZS points out that it does not take part in a voluntary settlement of consumer disputes. Should a settlement of consumer disputes have become mandatory for TZS after this travel terms had gone into print, TZS will inform clients in a suitable form. For all travel contracts concluded online, please see the European online dispute settlement platform <http://ec.europa.eu/consumers/odr/>

7.2. For clients/travellers who are not nationals of a member state of the European Union or Swiss nationals, it is stipulated that the entire legal and contractual relationship between the client/traveller and TZS is governed by the law of the Federal Republic of Germany. Such clients/travellers may only sue TZS at its headquarters.

7.3. In the case of action brought against clients by TZS, respectively against contracting parties of the package holiday contract who are registered traders, legal entities according to public or private law or persons whose residence or habitual residence are outside Germany or whose residence or habitual residence are not known on the date of filing the action, the place where TZS is headquartered is stipulated as the place of jurisdiction.

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