

Terms and Conditions for Travel Packages

Dear Guest,

To ensure that your trip will be as pleasant as possible, you should know precisely what services we will be providing, what we are responsible for and what your responsibilities are. Please read our terms and conditions carefully, because they become part of the contract between you, as our customer, and us, the WIESBADEN MARKETING GmbH.

These terms and conditions apply exclusively to the packages offered by Wiesbaden Marketing GmbH. They do not apply to third-party services, such as tours or accommodations arranged by us on behalf of others.

Please note that “you” and “your” refer to the lead member and all other members of the party named in the booking (generally referred to as “travellers” or “guests”) and that “we” and “us” refer to WIESBADEN MARKETING GmbH.

1. Registration form, conclusion of a contract

1.1 With your reservation (registration), which you may submit in writing, verbally, by telephone, via facsimile, via E-mail, or via the Internet, you are making a binding offer to conclude a travel package contract (hereinafter referred to as “contract”) with WIESBADEN MARKETING GmbH. The basis for this offer shall be the published itinerary, these terms and conditions and all supplementary information on which the reservation is based (our catalogue, list of accommodations, website), insofar as you have access to these documents.

1.2. If the reservation is made electronically, WIESBADEN MARKETING GmbH will initially confirm receipt of the reservation to you by the same means. This confirmation of receipt does not represent acceptance of the offer made by you through your reservation and does not justify any claim on your part to the conclusion of a contract.

1.3 The contract shall only be concluded once it has been accepted by WIESBADEN MARKETING GmbH after the prior submission of an offer (reservation). Such acceptance does not require any specific form. At or immediately after the conclusion of the contract, WIESBADEN MARKETING GmbH will send you written confirmation of the travel package.

1.4 If the content of the confirmation deviates from the content of the reservation, this shall represent a new offer by WIESBADEN MARKETING GmbH, to which WIESBADEN MARKETING GmbH will be bound for a period of ten (10) days. The contract will be concluded on the basis of this new offer, if you accept this new offer within the said period.

In addition to an explicit declaration to this effect, this can also be logically inferred, if you make a deposit, pay the remaining amount, or set forth on the journey.

1.5 A reservation made by you also applies to all of the persons listed on the registration form. You are responsible for not only your own obligations under the contract, but also for the obligations of the other persons listed on the form, insofar as you have assumed such responsibility for a corresponding obligation by means of an explicit and separate declaration.

2. Services

2.1 The obligation of WIESBADEN MARKETING GmbH to provide services is derived solely from the content of the confirmation of the travel package in conjunction with the itinerary on which such package offer is based and in accordance with all of the notes and explanations contained in the booking information.

2.2 Hotel, local and city brochures, which were not made the basis of the offer by WIESBADEN MARKETING GMBH, are not binding for WIESBADEN MARKETING GMBH or for its contractual obligation to provide services.

2.3 Travel agents and other services providers, especially the providers of accommodations, are not authorised by WIESBADEN MARKETING GMBH to make any promises or agreements that go beyond or contradict the itinerary, the reservation confirmation, or the confirmed content of the contract.

3. Payment of the package price

3.1 Together with the written confirmation, you will receive the guarantee certificate (*Sicherungsschein*) regulated by section 651 k BGB (German Civil Code). Payments on the travel package price are only due - in accordance with the following conditions - once the guarantee certificate has been handed over.

3.2 With the conclusion of the contract (receipt of the confirmation of acceptance), a deposit is to be paid to the travel agency or to WIESBADEN MARKETING GmbH, respectively, which will be credited towards the price of the package. This deposit amounts to 10% of the package price. In deviation from sentence 1, the total ticket price is due for any admission tickets to be provided once the contract is concluded.

3.3 You will receive an invoice either together with the confirmation or by no later than six (6) weeks prior to the departure date. The departure date shall mean the date when WIESBADEN MARKETING GmbH services begin.

3.4 If the reservation is made earlier than six (6) weeks prior to the departure date and if no payment by debit note or by credit card is agreed, you will have to pay the total amount to WIESBADEN MARKETING GmbH four (4) weeks prior to the departure date, unless otherwise agreed. The timeliness of the payment shall be determined by the date on which the payment is credited to the account of WIESBADEN MARKETING GmbH.

3.5 For reservations made later than six (6) weeks prior to the departure date, payment is only possible by credit card or by direct debit from your bank account.

3.6. Unless otherwise agreed, debits shall be made four (4) weeks prior to the departure date, if payment is made by direct debit or by credit card.

3.7 Please note that you do not have any claim to the surrender of the travel documents or to the travel package unless you have paid the travel package price in full.

3.8 In the event that the costs of transport have increased from the date on which the contract was concluded until the date on which the services are to be provided (especially due to an increase in fuel prices), Wiesbaden Marketing GmbH expressly reserves the right to adjust the price of the travel package to reflect the increased costs of transport. This shall only apply to services provided later than four (4) months after the conclusion of the contract. In this case, the increased costs of transport shall be divided among the number of participants and allocated accordingly.

Wiesbaden Marketing GmbH will inform you of the price increase without undue delay after learning of the reasons justifying the increase, but by no later than 21 days prior to the departure date.

If the travel price thus increases by more than five percent (5%), you may withdraw from the contract. You may demand participation in another package of the same or better value, if Wiesbaden Marketing GmbH is able to offer such a package from its own offers without additional cost to you.

This right must be asserted against WIESBADEN MARKETING GmbH immediately after we declare our withdrawal from the contract.

4. Withdrawal by the traveller / booking changes

4.1 You may cancel the journey at any time until the departure date. To avoid misunderstandings, it is recommended that you declare the withdrawal in writing. The effective date is the date on which the declaration of withdrawal reaches WIESBADEN MARKETING GMBH.

4.2 In every case of withdrawal by the participant, reimbursement for the travel arrangements and the costs expended will be owed to WIESBADEN as follows; and any costs normally saved and other use of the services that is normally possible, will be taken into account:

Up to 30 days prior to departure: 10%
29 to 15 days prior to departure: 15%
14 to 7 days prior to departure: 30%
As of the 6th day prior to departure: 50%
On the date of arrival: 90%

4.3 You shall have the right to prove that WIESBADEN MARKETING GMBH did not have any costs or incurred much lower costs than the aforementioned flat rates. In this case, you will only be obligated to pay the lower costs.

4.4 WIESBADEN MARKETING GMBH reserves the right to charge more compensation in individual cases, in accordance with the costs to be specified and documented to the guest.

4.5 Travel cancellation insurance and insurance to cover the costs of transport in the event of an accident or illness are strongly recommended.

4.6 Your statutory right to provide a substitute participant pursuant to section 651 b (1) sentence 1 BGB remains unaffected by the foregoing provisions.

4.7 If changes are made at your request after the contract has been concluded, for a date within the timeframe of the itinerary, or changes in respect of the date of the journey, the destination, the place where the journey begins or the mode of transport (booking change), WIESBADEN MARKETING GmbH will charge a fee of 25.00 euros per person until four (4) weeks prior to the departure date. Booking changes that occur after the expiry of this period shall only be implemented, if at all possible, after you withdraw from this contract and register anew at the same time.

This does not apply to booking changes that only lead to minimal costs. The provisions made in sections 4.3 and 4.4 above shall apply accordingly.

4.8 Any admission tickets ordered and purchased by WIESBADEN MARKETING GMBH can not be refunded, as the parties providing such tickets to WIESBADEN MARKETING GmbH have excluded any refunds for tickets. WIESBADEN MARKETING GmbH will charge the corresponding expenditures as agreed.

4.9 Insofar as the party concluding the contract is a not natural person who is concluding this contract outside of any commercial activities or activities as an independent contractor, (i.e., a consumer), the consumer shall bear the shipping risks for any tickets that might be dispatched.

5. Your duties - notice of defects, cancellation by you, preclusive time limit

5.1 (Notice of defects) If travel package services are not provided in accordance with the contract (travel package defects), you will be entitled to demand relief. However, you are obligated to report the defect to the local travel management or to Wiesbaden Marketing GmbH (Wiesbaden Tourist Information, Marktplatz 1, 65183 Wiesbaden, Tel.: +49 (0)611 - 1729930) immediately.

If you culpably fail to report a defect, your claims owing to the defect (reduction in price and/or damages) shall lapse.

5.2 (Cancellation by you) If the travel package is considerably impaired as a result of a defect or if you can not reasonably be expected to accept the trip for important reasons that are recognizable by WIESBADEN MARKETING GmbH, you may cancel the contract in accordance with the statutory provisions (section 651 e BGB).

This presupposes however, that you have previously granted WIESBADEN MARKETING GmbH an appropriate grace period in which to provide relief. You will not have to set a grace period only if such relief is impossible or is rejected by WIESBADEN MARKETING GmbH or if the immediate termination of the contract is justified by a special interest on your part.

5.3 (Preclusive time Limit) Claims based on the provision of travel package services by WIESBADENER MARKETING GmbH that are not in accordance with the contract are to be asserted to WIESBADEN MARKETING GmbH within one month after the contractually stipulated end of the journey. Claims may be asserted by forwarding them to the following address: WIESBADEN MARKETING GmbH, Wilhelmstrasse 46, D-65183 Wiesbaden, Germany.

After the expiry of this period, you may only assert claims if you are not responsible for having been unable to comply with this deadline.

6. Withdrawal from the contract by WIESBADEN MARKETING GMBH

6.1 (Withdrawal owing to misconduct) WIESBADEN MARKETING GmbH may withdraw from the contract after the departure date,

- if you disrupt the implementation of the journey for a long time or bother the local management for a long time in spite of a warning by WIESBADEN MARKETING GmbH, or
- if you act contrary to the contract to such a degree that this would justify the immediate withdrawal from the contract.

6.2 In this case, WIESBADEN MARKETING GmbH reserves its claim to the package price, but must credit the value of any costs not expended and of those benefits achieved by utilising the services elsewhere, including the amounts credited to WIESBADEN MARKETING GmbH by the service providers.

6.3 Travel managers deployed by WIESBADEN MARKETING GmbH are expressly authorised to represent the interests of WIESBADEN MARKETING GmbH in such cases.

6.4 (Withdrawal because the minimum number of participants has not been reached) If the itinerary specifies a minimum number of participants required for the journey and if it has been pointed out in the

itinerary that WIESBADEN MARKETING GmbH may withdraw from the contract up to four (4) weeks prior to the departure date, by stating to you that the minimum number of participants has not been reached, unless a shorter cancellation period has been explicitly provided for this case in the itinerary and in the confirmation.

6.5 In the case of 6.4, the notice of withdrawal must be made immediately after learning of the reason for the withdrawal. In the event of a withdrawal for this reason, you will receive the payments made towards the price of the journey without undue delay.

6.6 Instead of receiving a refund, you may insist on participating in another journey of equal value at least, if WIESBADEN MARKETING GmbH is able to offer such a trip from its own offers without additional cost to you. This right must be asserted immediately to WIESBADENER MARKETING GmbH after WIESBADEN MARKETING GmbH has withdrawn from the original contract.

7. Limitation of liability

7.1 With the exception of loss or damage due to personal injury (including loss or damage due to breach of pre-contractual, extra-contractual and post-contractual duties), the contractual liability of WIESBADEN MARKETING GmbH for loss or damage is limited to three times the travel price **a)** insofar as loss or damage to you is not caused deliberately or due to gross negligence by WIESBADEN MARKETING GmbH, or **b)** insofar as WIESBADEN MARKETING GmbH is solely responsible for the loss or damage incurred by you owing to defaults by third-party service providers.

7.2 WIESBADEN MARKETING GmbH is not liable for information or default in conjunction with services **a)** which are not contractually agreed essential services and are not a component of the package offered by WIESBADEN MARKETING GmbH and which are recognisable as such by you and which are labelled as third-party services in the itinerary or in the booking confirmation, or **b)** are merely arranged by us r during your stay as third-party services (e.g., health and wellness services, sports events, theatre visits, exhibitions, excursions, etc.).

8. Unused services

8.1 If travellers do not use individual travel services due to premature departure, illness or for other reasons for which WIESBADEN MARKETING GmbH is not responsible, travellers will not have any claim to a pro-rated reimbursement for such unused services.

8.2 However, WIESBADEN MARKETING GmbH will attempt to obtain a refund from third-party services providers insofar as the amounts are not just trifling sums and we will refund the corresponding amounts to you, as soon as and insofar as such amounts have actually been reimbursed to WIESBADEN

MARKETING GmbH by the individual services providers.

8.3 Tour guides will wait for 30 minutes. If a group arrives late, tour guides are not obligated to make up for the time lost.

9. Limitation period

9.1 Your contractual claims under sections 651 c to 651 f BGB due to loss of life, personal injury or health impairment, including any claims to compensation for injuries suffered based on a deliberate or negligent breach of duty on the part of WIESBADEN MARKETING GmbH or any of its statutory representatives or vicarious agents shall be limited to two years.

This shall also apply to claims for the reimbursement of other losses based on a deliberate or grossly negligent breach of duty on the part of WIESBADEN MARKETING GmbH or any of its statutory representatives or vicarious agents.

9.2 All other contractual claims under sections 651 c to 651 f BGB are time-barred after one year.

9.3 The limitation period under sections 9.1 and 9.2 above shall commence on the date on which the journey was supposed to end according to the contract.

9.4 If negotiations are pending between you and WIESBADEN MARKETING GmbH concerning a claim or the circumstances on which the claim is based, the limitation period is interrupted until you or WIESBADEN MARKETING GmbH refuse to continue negotiating. The limitation period shall expire by no earlier than three (3) months after the end of the interruption.

10. Choice of law and place of jurisdiction

10.1 The whole legal and contractual relationship between you and WIESBADEN MARKETING GmbH shall be governed solely by German law.

10.2 You may sue WIESBADEN MARKETING GmbH where its registered office is located.

10.3 For lawsuits initiated by WIESBADEN MARKETING GmbH against you, the place of jurisdiction shall be determined by your domicile. For lawsuits against travellers who are merchants, legal entities under public law or parties whose domicile or usual residence is located outside of Germany, or whose domicile or usual residence is unknown on the date on which an action is filed, the place of jurisdiction shall be the courts in Wiesbaden, where WIESBADEN MARKETING GmbH has its registered office.

10.4 The foregoing provisions do not apply, if and insofar as mandatory provisions under international or European law containing provisions more favourable to guests apply to this contract.