

# TERMS AND CONDITIONS OF TRAVEL

## APPLY TO BOOKINGS MADE THROUGH GERMAN TRAVEL AGENCIES

The detailed terms and conditions of travel of  
TUI Deutschland GmbH and Wolters Reisen GmbH.

# DETAILED TERMS AND CONDITIONS OF TRAVEL

## Dear Holiday Guest,

Please take a close look at these terms and conditions of travel, because with your booking you accept these conditions of travel, made available to you before the booking. They apply to all programmes (with the exception of TUI Cars, admission tickets as separate components, TUI Boating Holidays, TUI Ticket Shop (TTS) as well as other components and/or services where it is clearly pointed out that the tour operator is acting as agent; the conditions for these programmes are found in the relevant brochures and write-ups as in the context of 3.1) from tour operators **TUI Deutschland GmbH** and **Wolters Reisen GmbH** (henceforth referred to as the Tour Operator[s]) as well as - sections 12-14 - for excursions booked through the travel representative at the destination. These conditions supplement and complete articles 651a-m BGB (German Civil Code) and articles 4-11 BGB-InfoV (Directive on Duty to Provide Information and Proof in Accordance with German Civil Law). They can be accessed in the internet (in German) at [www.tui.com](http://www.tui.com) > Service > TUI AGB & Reisebedingungen.

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## 1 Conclusion of Travel Contract, third party services

- 1.1 With your booking you are agreeing to enter a binding travel contract with the Tour Operator. The **travel contract** comes into effect when the Tour Operator issues his acceptance. The form of this acceptance does not have to comply with any particular standard.
- 1.2 Your booking is for you as well as for all the people travelling with you. You are answerable for your obligations in respect of this contract as well as for those of the people travelling with you, provided you have accepted specific responsibility by signing a separate declaration.
- 1.3 You will receive written **confirmation** at the time of or directly after concluding the contract. The confirmation in writing will contain all important details and information on the holiday services you have booked.  
If the details in the confirmation differ from those of the booking, the Tour Operator is bound by the new offer for 10 days. The holiday contract comes into effect on the basis of the new offer if you accept the new offer within the 10-day deadline.
- 1.4 **Advance reservations** are provisional bookings for holidays not yet advertised. They will be converted into firm bookings as soon as and as long as the holiday is bookable for the requested period.
- 1.5 If you only book an admission ticket from a third party provider without any travel arrangements, the Tour Operator acts only as **agent for the third party**. The purchase of the mediated admission ticket(s) means you are entering into a contractual arrangement with the respective provider. The name of the provider in question is on the admission ticket.

## 2 Payment

- 2.1 To safeguard the monies paid by customers the Tour Operator has taken out insolvency insurance cover with the German Reisepreis Sicherungsverein VVaG (DRS). You will find an **insolvency insurance certificate** on the confirmation. In addition, the confirmation provides details of the amounts for the deposit and balance due and, if appropriate, the cancellation.
- 2.2 As a rule, at the time of concluding the contract the confirmation is handed over against payment of a **deposit** of 25% of the total price becomes due and is accordingly debited. The deposit increases to 40% of the total price for offers from XTUI, X1-2-FLY and for ticket packages comprising musical/show ticket and accommodation. The costs for travel insurance are due in full along with the deposit.
- 2.3 The **balance** becomes due and will be accordingly debited 4 weeks before the start of the holiday once it has been confirmed that your holiday is available as booked and the itinerary (in the case of ticketless travel) or the travel documents are either waiting for you where you made the booking (e.g. at the travel agency, online travel agency, call centre) or have been forwarded to you as agreed. In the case of **bookings made shortly before the holiday** (30 or less days before the start of the holiday) the full price of the holiday is due immediately.
- 2.4 Charges in the event of cancellation (cf. Section 7), and charges for booking changes and handling fees (cf. Section 8) are payable immediately.
- 2.5 **Paying the Tour Operator directly**
  - 2.5.1 In the case of payment by SEPA Direct Debit, the tour operator needs (if appropriate, through the office you booked with) a mandate that authorises your current account to be charged with the price to be paid (deposit and remaining amount) by means of direct debit. The mandate is part of the confirmation.
  - 2.5.2 Many of the Tour Operator's brands permit payment by credit card. The Tour Operator (or via the office you booked with, as appropriate) needs your address or, as the case may be, the name of the person who will be receiving the documents, as well as your authorisation to charge your credit card. The payment is subject to a transaction charge of 0.7% of the holiday price rounded up or down to the next full euro. This does not apply when payment is made by direct debit in accordance with Section 2.6, or is made using a TUI Card, a GuteREISE CARD or a ROBINSON Card.
  - 2.5.3 For TUI Deutschland holidays you can also pay by bank transfer up to 4 weeks before departure, for holidays with the Tour Operator Wolters up to 8 weeks before departure but only for holidays booked in the internet. For this mode of payment the tour operator needs the first name and surname, full address, phone number and email address of the person booking. This mode of payment entails a processing fee of €3 per booking.
  - 2.5.4 As a rule the deposit is debited or becomes due within a week after concluding the contract and the balance 4 weeks before departure date but not, in the latter case, before the conditions have been met in line with Section 2.3.
- 2.6 **Payment via the office you booked with**  
In exceptional cases the deposit and the balance can be paid in cash when picking up the itinerary (in the case of ticketless travel) or the travel documents at the office you booked with.
- 2.7 **Changes to the agreed method of payment** can be made only up to 35 days before the start of the holiday and only for outstanding payments.
- 2.8 If you have not received your itinerary (in the case of ticketless travel) or in exceptional cases your travel documents at the latest 4 days before the start of your holiday, please contact the office you booked with immediately. In the case of short notice bookings and changes to the holiday made within 14 days of the start of the holiday, you receive an itinerary in

the same way as for bookings made well in advance.

- In your own interest we ask you to check your itinerary (in the case of ticketless travel) or travel documents carefully as soon as you receive them.
- 2.9 If payments that are due are not paid or not fully paid and you do not pay even after receiving a reminder with payment deadline, the Tour Operator can cancel the contract except in the case that a serious deficiency to the holiday has already become apparent. In the event of cancelling the travel contract in the context of the sentence above, the Tour Operator can demand payment of cancellation charges as compensation in line with Sections 7.2 and 7.5.  
If you do not effect payments despite being in arrears, the Tour Operator reserves the right to charge a fixed dunning cost fee of €1.50. Your right to prove that substantially lower or no costs were incurred remains unaffected.
- 2.10 Costs for additional services such as visa applications etc. are not included in the holiday price unless expressly itemised in the brochure write-up. If such costs are incurred, please pay the costs directly to the office you booked with.

## 3 What you get and the price of your holiday

- 3.1 The contractually agreed travel services are found in the **documentation** (e.g. internet brochure, flyer). The relevant details are found in the confirmation (cf. Section 1.1 sentence 2).  
Before the contract is concluded the Tour Operator can modify the descriptions of holiday services at any time. Of course the traveller will be informed accordingly before making the booking.
- 3.2 **Air carrier for the flight/EU Blacklist**  
The Tour Operator is obligated in line with EU Regulation 2111/2005 of 14.12.2005 to inform you of the identity of the air carrier(s) for the flight(s). If the air carrier has not yet been conclusively established at the time of the booking, you will be informed as to the air carrier that will probably perform the flight. As soon as the identity has been conclusively established, you will be informed accordingly. In the event that a change occurs to the air carrier performing the flight after the booking has been made, you will be informed accordingly as fast as possible.  
The list of air carriers subject to an operating ban within the EU (EU Blacklist) can be found at [www.lba.de](http://www.lba.de) > Häufig gesucht > Airlines mit Flugverbot.
- 3.3 **Flights**  
The Tour Operator draws your attention to the fact that direct flights may be subject to a stop-over for technical flight or operational reasons.  
It is strongly recommended that **money, valuables, technical equipment and medication** be carried exclusively in your hand baggage.
- 3.4 **Special requests, customised holidays**
  - 3.4.1 The office you booked with may only accept the handling of special requests if they declare them to be non-binding. The Tour Operator will do his best to accommodate any request for special arrangements that are not described in the write-up (Section 3.1), e.g. neighbouring rooms or rooms in a certain location or setting. The office you booked with is not entitled without written confirmation by the Tour Operator either before or after conclusion of the travel contract to issue promises in variance with the description of travel services or already concluded travel contracts nor are they entitled to enter agreements unless specifically authorised to do so.
  - 3.4.2 A maximum fee of €50 per traveller and week is charged for handling travel arrangements in variance with the relevant description of services.

### 3.4.3 airtours Private Travel

Under the airtours brand we are happy to cater to your personal travel requests. Starting from a minimum price of a Private Travel arrangement of €2,500 per person with at least five overnight stays, we offer airtours travellers the Private Travel service for holiday components which are not advertised in the airtours brochure.

3.4.4 If travellers already at the destination request changes to flight or hotel arrangements, the Tour Operator reserves the right to charge a reasonable handling fee per person in addition to the extra costs that may arise. Flight amendments are not possible for holidays offered by XTUI and X1-2-FLY.

3.4.5 You may only take pets in cases where the description of travel services expressly and explicitly permits the taking of pets.

3.4.6 Please bear in mind that within a single accommodation unit only one type of meal basis may be booked. This also applies to accompanying children.

### 3.5 Extending your stay

If you would like to prolong your holiday stay, please inform the travel representative or the Tour Operator's local representative as soon as possible. We are only too happy to extend your stay if the relevant accommodation and return transport options are available. The costs for extending the stay are payable at the destination. Please have a close look at the applicable rates and conditions for your return transport as well as the period of validity of your travel insurance and any possible visa requirements. It is not possible to extend holiday offers from XTUI and X1-2-FLY.

### 3.6 Travel representative services, support and assistance

For the holidays on offer you will be looked after in the destination; in the majority of holiday areas by a travel representative of the Tour Operator or by a local representative of the Tour Operator (e.g. the person renting out your holiday property). In other cases you will find contact details in your itinerary (in the case of ticketless travel), in your travel documents, at [www.meine-tui.info](http://www.meine-tui.info), in the "meine TUI" smartphone app or in your hotel. In the event of complaints, please refer to the special notes in Section 13.7.2.

## 4 Special notes for holiday apartments, houses and campers

As a rule consumption-dependent supplementary costs or other supplementary services you requested are not included in the holiday price. Unless specifically mentioned otherwise in the brochure, such costs shall be paid for on the spot. Only the number of adults and children specified in the confirmation may stay in and use the holiday apartment, holiday house or camper. The specified arrival and departure dates are binding.

When picking up the key a reasonable deposit to cover possible damage or consumption-based supplementary costs may be requested and should be paid on the spot. The deposit is refunded or off-set against other expenses after the property and furnishings have been returned in proper cleaned state at the end of the stay.

## 5 Reductions for children

The age to be taken into account is the **age of the child at the start of the holiday**. Irrespective thereof, the number and age of any children must always be given when booking.

You can find the scope of the reductions for children in the relevant brochure descriptions. For charter flights that are a component of a package arrangement children under 2 years of age fly at no charge if they do not occupy a seat and are accompanied by an adult (one toddler per adult). Although they are not entitled to occupy a seat, children under 2 years of age have to pay 10% of the flight price for scheduled flights that are a component of a package arrangement and for flight-only travel products (charter or scheduled flight).

In the event of a child's age being higher than the age given, the Tour Operator is entitled to charge a handling fee of € 50 in addition to charging for the difference compared with the proper travel costs. Your right to prove that substantially lower or no costs were incurred remains unaffected.

## 6 Changes to travel services and prices

6.1 Any changes made to significant holiday services specified in the original travel contract that may become necessary **after conclusion of the contract** and are not due to actions on the part of the Tour Operator involving a breach of good faith are permissible only to the extent that they are of minor significance and do not impair the overall nature of the holiday booked.

Any warranty claims remain unaffected, especially as far as the changed services are subject to defects. The Tour Operator undertakes to inform the traveller about any significant changes to the holiday services as soon as the reason for any changes becomes known. If appropriate, the Tour Operator will offer the customer the opportunity of rebooking or cancelling the contract at no charge.

For a changed flight that involves a change in the airport, any Rail & Fly ticket (c.f. Section 13.6) appended to your itinerary (in the case of ticketless travel) or to your travel documents is still valid.

6.2 For travel by ship the captain alone decides on necessary changes to passage schedule and/or routes, for instance, for reasons of safety or weather conditions.

6.3 **Subject to the conclusion of the holiday contract** if there is an increase in transport costs or duties levied for certain services, such as port or airport taxes, the Tour Operator reserves the right to increase the **holiday price** agreed in the contract on the basis described below.

6.3.1 If transport costs, in particular, fuel costs, rise over the costs at the time of concluding the contract, the Tour Operator can increase the price of the trip according to the following formula:

a) In the case of cost increases charged to the Tour Operator on a seat basis, the Tour Operator can charge the traveller the relevant increase.

b) In other cases the additional transport costs charged by the transport provider per means of transport are divided by the number of seats for the contractual means of transport. The Tour Operator can charge the traveller the resultant increase per seat.

6.3.2 If charges or levies such as port or airport taxes the Tour Operator has to pay are increased over the costs at the time of concluding the travel contract, the price of the holiday can be increased by the corresponding, pro-rata amount.

6.3.3 Charging increased costs in accordance with Sections 6.3.1 and 6.3.2 is only permitted, if the interval between conclusion of the holiday contract and the agreed travel date is more than 4 months and the circumstances leading to the increase had not occurred nor could be foreseen before the contract was concluded.

6.3.4 In the case of a retrospective change of the price of the holiday, the Tour Operator shall inform the traveller immediately. Price increases within the last 20 days before start of the holiday are not permitted. In the case of price increases of more than 5%, the traveller is entitled to cancel the contract free of charge or request transfer to another holiday that is at least the equivalent of the holiday in question on the condition that the Tour Operator is able to offer such a holiday to the traveller at no extra cost from his programme. The mutual rights and duties referred to in this clause also apply in the case of permitted change to a main holiday service or component.

6.3.5 The traveller shall assert his rights against the Tour Operator immediately after being notified by the Tour Operator about the price increases and/or the change to the holiday service or component.

## 7 Cancellation by traveller before the start of the holiday/ cancellation charges

- 7.1 You can cancel your holiday at any time prior to travelling. The date of receipt by the Tour Operator or the office you booked with of the notice of cancellation is crucial (see Section 17 below for the relevant address). We recommend you make your cancellation in writing.
- 7.2 If you cancel your holiday or fail to undertake the holiday, the Tour Operator loses the entitlement to the holiday price. Instead, the Tour Operator, as long as he does not answer for the cancellation or the failure to undertake the tour and a case of force majeure does not exist, can demand reasonable compensation depending on the actual holiday price for making the travel arrangements and his costs and time spent (cancellation charges). The scaled, flat-rate cancellation charges as itemised in Section 7.5 are worked out on a pro-rata basis according to the proximity of the date of cancellation to the date of the contractually agreed start of the holiday taking due account of normally saved expenditures and customary possible alternative use of the unused holiday services and components.
- 7.3 Cancellation charges are also due if a traveller does not appear punctually (no-show) at the times specified in the travel documentation at the relevant airport or place of departure or if the holiday cannot be commenced for failure to possess the relevant travel documents such as valid passport or necessary visa for a reason the Tour Operator does not have to answer for.

7.4 You are entitled to provide **proof** that **no or significantly lower costs** were incurred in connection with the cancellation or no-show than the costs attributed by the Tour Operator when implementing the flat rates (cf. next Section 7.5).

7.5 The flat rate cancellation charges are normally applied **per person/per accommodation unit:**

### 7.5.1 Standard charges:

more than 30 days before departure	25%
from 30 <sup>th</sup> day before departure	40%
from 24 <sup>th</sup> day before departure	50%
from 17 <sup>th</sup> day before departure	60%
from 10 <sup>th</sup> day before departure	80%
from 3 <sup>rd</sup> day before departure until day holiday starts or no-show	90%

### 7.5.2 Exceptions to the standard cancellation charges:

**A Holiday apartments/houses, caravan parks, also with travel by bus or train, motorcycle tours, golf packages (insofar as not included in travel as defined under Section 7.5.1), airtours private travel and Meine Reise á la carte**

more than 45 days before departure	25%
from 45 <sup>th</sup> day before departure	50%
from 35 <sup>th</sup> day before departure	80%
from 3 <sup>rd</sup> day before departure until day holiday starts or no-show	90%

of price of the holiday

### **B Sea cruises, special programmes, activity programmes, camper programmes**

more than 30 days before departure	25%
from 30 <sup>th</sup> day before departure	40%
from 24 <sup>th</sup> day before departure	50%
from 17 <sup>th</sup> day before departure	60%
from 10 <sup>th</sup> day before departure	80%
from 3 <sup>rd</sup> day before departure until day holiday starts or no-show	95%

of price of the holiday

**C** The cancellation conditions of the respective provider apply in the case of admission tickets **where the Tour Operator acts only as the agent**, e.g. for musicals (cf. Section 1.5). You will be advised accordingly when making the booking.

**D The cancellation charges below apply to offers from XTUI, X1-2-FLY and to ticket packages comprising musical/show ticket and accommodation:**

more than 30 days before departure	40 %
from 30 <sup>th</sup> day before departure	55 %
from 24 <sup>th</sup> day before departure	65 %
from 17 <sup>th</sup> day before departure	75 %
from 10 <sup>th</sup> day before departure	85 %
from 3 <sup>rd</sup> day before departure until day holiday starts or no-show	95 %

of price of the holiday.

**E The cancellation charges below apply to specifically marked top offers as well as to selected, short-notice and/or price-reduced specials and saver holidays:**

more than 30 days before departure	25 %
from 30 <sup>th</sup> day before departure	45 %
from 24 <sup>th</sup> day before departure	65 %
from 17 <sup>th</sup> day before departure	75 %
from 10 <sup>th</sup> day before departure	85 %
from 3 <sup>rd</sup> day before departure until day holiday starts or no-show	95 %

of price of the holiday.

**F Alternative conditions apply to certain products of the Tour Operator Wolters-Reisen** (cruises with Hurtigruten, Iceland Pro Cruises, Phoenix Reisen, Hansa Touristik, Oceanwide Expeditions, G Aventures, MSC cruises, Norwegian Cruise Line, Royal Caribbean, Celebrity Cruises, Ponant cruises, Cunard, Haimark Line, SE Tours, Plantours cruises and Góta Canal cruises). You will be informed of the alternative conditions prior to booking.

- 7.6 Instead of the above mentioned flat rates the Tour Operator reserves the right to claim a **higher, individually calculated amount of compensation** insofar as he can prove that he has been confronted with significantly higher expenses than the respective applicable flat rate. In this case the Tour Operator is obliged to precisely list and prove the amount of compensation claimed considering any expenses he has saved and any holiday services he has been able to sell or use elsewhere.
- 7.7 Your right to provide a substitute (see Section 8.2 below) remains unaffected by the above provisions.

## 8 Amendments, change of person

- 8.1 Until the 31<sup>st</sup> day before your holiday starts or in the case of tours according to Section 7.5.2 A until 46<sup>th</sup> day before your holiday starts, at your request the Tour Operator will, as far as this is feasible, **amend** your confirmed booking. Changes to bookings/ amendments are deemed to be, for example, changes to travel dates, destination, place where holiday commences, accommodation or transport. An extra fee of €50 per person is charged for such an amendment.
- Any additional costs incurred by service providers (e.g. airlines) will be charged separately. Therefore it is important that you ensure your name is written correctly on all documents.
- In addition the following provisions apply:
- In the event of change to transport, accommodation (except changes within the booked accommodation) or travel date, the travel prices for the changed service or component is completely recalculated on the basis of the then applicable prices and conditions.
- For a change within the booked accommodation (e.g. change of room category, type of board or room occupancy of the booked room), the price for the changed service or component is recalculated on the basis of the hitherto applicable prices and conditions.
- Changes in line within the deadlines referred to above in this section (e.g. for flight-based/standard charges from 30th day before departure) as well as amendments that go beyond the period of validity of the brochure description upon which the booking is based (Section 3.1) can only be made by cancelling the travel contract under the provisions in Section 7.5 and immediately rebooking. In addition, flight amendments, changes of the travel date, holiday destination and start of the holiday of offers from XTUI, X1-2-FLY as well as of specifically indicated

package holidays that include scheduled flights at special tariffs can only be made by cancelling the travel contract under the provisions in Section 7.5 and immediately rebooking.

- 8.2 Until the time of departure you the traveller can request that your rights and duties in accordance with the travel contract be assigned to a **third party**. The Tour Operator must be notified accordingly. The Tour Operator can object to a third party substituting the traveller if that person does not fulfil the necessary travel requirements or statutory or official regulations or directives prevent his participation.
- If a third party replaces the booked traveller, the Tour Operator is entitled to charge a handling fee of €10 to cover the costs associated with organising the replacement person. Any additional costs incurred by service providers (e.g. airlines) will be charged separately. Your right to prove that substantially lower or no costs were incurred remains unaffected.
- You as the registered person and the person taking your place are jointly liable for the costs of the holiday incurred as a result of the inclusion of the replacement person.

## 9 Travel insurance

The Tour Operators recommend taking out a comprehensive travel insurance package, in particular including a (to be bought separately) travel cancellation insurance as well as insurance that covers repatriation costs in the event of accident or illness. Please refer carefully to the insurance options offered in the respective service descriptions. You will find details on insurance cover appended to these terms and conditions of travel or you can obtain them from the office you booked with.

## 10 Cancellation and termination by the Tour Operator

- 10.1 The Tour Operator can **terminate the holiday contract** without notice if the traveller continues to misbehave despite proper admonishment by the Tour Operator. This also applies if a traveller's conduct grossly violates the terms of the contract to such an extent that immediate termination of the contract is justified.
- In the above case the Tour Operator has the right to retain the price of the holiday. The disruptive traveller shall also bear any extra costs for repatriation. On the other hand, the Tour Operator must make due cost adjustment to take into account the value of any saved expenditures as well as such benefits profited from for components not consumed by the traveller and put to other meaningful use or any refunds received from service providers.
- 10.2 The Tour Operator can cancel the holiday contract until 5 weeks before the start of travel (date delivered to the customer/traveller) in the event of there being less than the **minimum number of participants** as specified in the relevant description of services and the confirmation. The Tour Operator will of course inform you as early on as possible as soon as it becomes apparent that the minimum number of participants will not be reached. The notice of cancellation will be delivered to the traveller immediately and you will be immediately refunded the price paid for the holiday.
- 10.3 In the event of the Tour Operator cancelling the travel contract in line with Section 10.2, the traveller is entitled to demand his inclusion in another holiday of at least equal value provided the Tour Operator is able to offer such a holiday from his holiday programme to the traveller without burdening the traveller with extra costs. The traveller shall assert this right against the Tour Operator immediately after becoming cognisant of the Tour Operator's notice of cancellation. If the traveller does not exercise his right to participate in a holiday of equal value, he shall be immediately refunded the price paid for the holiday.

## 11 Extraordinary circumstances – force majeure

- 11.1 We refer you to article 651j BGB in the case of termination of the travel contract due to force majeure. The wording of this article is as follows:
- (1) If the trip is substantially obstructed, jeopardised or impaired as the result of force majeure not foreseeable when the agreement was entered into, then both the tour operator as well as the traveller may give notice to the agreement simply under these provisions.
- (2) If the contract is cancelled in line with item (1) above, the provisions of article 651e Section 3 sentences 1 and 2, as well as Section 4 sentence 1 apply. The extra costs for repatriation are shared equally between the parties. In other cases the traveller bears the costs of repatriation.
- 11.2 You will find **travel advisories from the German Foreign Office** on the internet at [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de) and can listen to them by calling (030) 5000-2000.

## 12 Notice of defects, redress, price reduction, termination

- 12.1 If a travel service or component is not fulfilled in conformity with the contract, the traveller is entitled to demand **redress**.
- The Tour Operator can refuse to provide redress if this would involve unreasonable expenditure.
- 12.2 The traveller is entitled to claim a **reduction** in the price of the holiday if the holiday services were not provided in conformity with the contract and he did not culpably omit to notify the Tour Operator of the defects immediately (without undue delay).
- 12.3 In line with statutory provisions if the holiday is seriously impaired as a result of a deficiency and the Tour Operator does not provide redress within a reasonable period, the traveller is entitled to **terminate the holiday contract**.
- It is recommended that the traveller in his own interest and in order to document such action put the notice of termination in writing. The same applies if the traveller cannot be reasonably expected for good cause to continue the holiday due to deficiencies acknowledged by the Tour Operator.
- A reasonable deadline for providing redress does not apply if redress is impossible or the Tour Operator refuses to provide redress or if the immediate termination of the contract is justified in the traveller's interest. If the contract is terminated in this way, the traveller is entitled to be repatriated. In this case he will only owe the Tour Operator for the services and components he consumed under the proviso that these were of interest to him.
- 12.4 Please focus careful attention to the notes in the relevant service descriptions concerning TUI Deutschland GmbH's Money-Back Guarantee for flight-based holidays.

## 13 Liability

- 13.1 If a deficiency should exist, the traveller is entitled irrespective of reduction in the price of the holiday or termination to **claim damages** for non-performance unless the deficiency was caused by circumstances beyond the Tour Operator's control. The traveller can also claim damages for wasted holiday time if the holiday was ruined or seriously impaired.
- 13.2 **Contractual claims for compensation**
- The Tour Operator's contractual liability for damages other than personal injury is **limited to three times the price of the holiday** a) insofar as the damage suffered by the traveller was not caused by the Tour Operator wilfully or through gross negligence or b) insofar as the damage suffered by the traveller is the Tour Operator's responsibility owing to it being solely due to the fault of a service provider.
- 13.3 **Damages resulting from unlawful acts**
- All claims against the Tour Operator based on unlawful action that are not due to wilful acts or acts of gross negligence are limited with respect to damage to property to the threefold of the price of

the holiday. These maximum liability amounts apply per traveller per holiday. Possible further-going claims in accordance with the Montreal Convention or the Air Traffic Act remain unaffected by this limitation.

- 13.4 The Tour Operator is not liable for interruptions to services, personal injury and damage to property related to services for which the Tour Operator acted merely as agent and only mediated services rendered by an outside party (e.g. excursions, sports events, visits to the theatre, exhibitions, transportation services from and to the advertised places of departure and destinations) provided these services were explicitly designated in the holiday description and the booking confirmation as **services rendered by an outside party** indicating the contractual partner so clearly that they are discernible to the traveller as not being part of the holiday performance of the Tour Operator.

However, the Tour Operator is liable

- 13.4.1 for services which represent the transportation of travellers from the advertised place of departure of the holiday to the advertised destination, interim transport during the journey and accommodation during the journey, as well as
- 13.4.2 if and as far as the damage suffered by a customer was causally due to the Tour Operator breaching his obligations to inform, advise and organise.
- 13.5 You are fully responsible if you partake in **sports or other holiday activities**. You should check sports facilities, equipment and vehicles before using them. The Tour Operator is only liable for accidents that occur in the course of sports and other holiday activities if he must answer for any fault. The Tour Operator recommends that travellers take out accident insurance.
- 13.6 If applicable to you in the description of services (Section 3.1), your itinerary (in the case of ticketless travel) or travel documents will include **Rail & Fly tickets from DB AG. Transportation is provided on the basis of the terms and conditions of transport of the respective transport provider**. These can be furnished if so requested. The rights and duties of the Tour Operator and the traveller in accordance with German travel legislation and these comprehensive terms and conditions of travel are not limited by the terms and conditions of the respective transport provider. All travellers are responsible for **arriving in good time at the departure airport**, unless the delay is the result of intent or a grossly negligent violation of duty on behalf of the Tour Operator.
- 13.7 **Duty to cooperate, complaints**
- 13.7.1 In the event of disruptions to services all travellers are bound in the framework of statutory provisions to cooperate in avoiding or minimising possible damage.
- 13.7.2 Should you contrary to expectation have grounds to make a complaint, you must inform the local travel representative or the contact person immediately on the spot in accordance with Section 3.6 sentence 1 or Section 3.6 sentence 2 respectively and must request redress. If it is not possible to contact the travel representative service, please contact the service provider (e.g. the transfer transport provider, hotelier, ship's operator) or the Tour Operator or his local representative. You will find the applicable telephone and fax numbers as well as email addresses in your itinerary (in the case of ticketless travel) or travel documents or in the description of services (Section 3.1) or in the information folder in the hotel.
- In the event of damage to or delays in the delivery of baggage or goods after a flight**, the Tour Operator recommends that you urgently and without delay notify **the respective air carrier** in the destination by completing and submitting the **Passenger Irregularity Report (PIR)**. If this cannot be done immediately it should be done in the case of baggage at the latest within 7 days, and in the case of goods within 14 days after taking receipt, and in the case of delayed baggage at the latest 21 days after the baggage or goods were handed over to the traveller. As a rule airlines refuse to pay compensation if the PIR has not been completed and submitted.

In addition, the loss of, damage to or faulty transport of baggage must be notified to the travel

representative service or the Tour Operator's local representative. Insofar as warranty claims are made in this connection based on article 651c paragraph 3, 651 d, 651e paragraph 3 and 4 BGB then the deadlines apply as laid down in Section 14.1.

When making a complaint, guests staying in holiday apartments or houses must immediately demand redress from the **contact person** given in the itinerary (in the case of ticketless travel) or travel documentation. If this does not prove successful, you must contact the nearest travel representative service or the Tour Operator's local representative. If a traveller culpably omits to report a defect without delay a reduction in the holiday price will not occur.

#### 13.7.3 **Travel representatives are not authorised to admit entitlement to any claims.**

- 13.8 Online dispute resolution  
The European Commission provides the website <http://ec.europa.eu/consumers/odr/> for resolving online disputes relating to consumer rights. TUI D and Wolters Reisen do not currently participate in this voluntary procedure for alternative dispute resolution and consequently our customers cannot take advantage of the European Online Dispute Resolution platform.

## 14 Deadlines, addressees, limitation and assignment

- 14.1 All claims on account of the holiday not being provided in accordance with the contract (articles 651c to 651f of the BGB) must be **lodged with the Tour Operator** at the latest **within one month** (refer to Section 17 below). You are recommended to do so in writing.

The traveller can make a claim after the expiry of one month only if he was prevented from doing so earlier by circumstances beyond his control. The day the holiday ended is not counted in calculating the month's deadline.

See 13.7.2 for claims relating to damage to baggage, delays in the return of baggage or the loss of baggage.

- 14.2 **Limitation of liability**
- 14.2.1 Claims asserted by the traveller in accordance with articles 651c to 651f BGB for losses resulting from fatal injury, bodily harm or damage to health, if they arise from a deliberate or grossly negligent breach of duty on the part of the Tour Operator, lapse according to the statute of limitations after two years. This also applies to claims for compensation for other damages that arise from a deliberate or grossly negligent breach of duty on the part of the Tour Operator or one of his legal representatives or vicarious agents.
- 14.2.2 All other claims asserted by the traveller in accordance with articles 651c to 651f BGB lapse after one year in line with the statute of limitations.
- 14.2.3 The determining date for the lapse of claims according to 14.2.1 and 14.2.2 above is based on the day that follows the day the holiday ends as per contract.
- 14.2.4 Claims arising from unlawful acts lapse after three years.
- 14.2.5 If negotiations between the traveller and the Tour Operator regarding the claim or the circumstances surrounding the claim remain unresolved, then the period after which the claim lapses will be postponed until the traveller or the Tour Operator refuses to continue with the negotiations. The period after which the claim lapses will take effect at the earliest 3 months after the end of the postponement.
- 14.3 The office you back with acts only as an **agent in making the travel contract**. This party is not authorised to accept any warranty or compensation claims made by the traveller after the end of the holiday.
- 14.4 The assignment of claims against the Tour Operator to other parties is excluded. This does not apply to co-travelling family members or to co-travellers in a jointly registered group.

## 15 Passport, visa, customs, foreign currency and health requirements

- 15.1 The Tour Operator will notify nationals of the EU Member State in which the holiday is offered of any requirements concerning passport, visa and

health regulations as well as any changes to such regulations before the start of the holiday. Nationals from other countries should contact the respective embassy/consulate of the destination country.

- 15.2 If the Tour Operator was entrusted with the visa application, the Tour Operator himself is not responsible for ensuring that the visas required are issued by the relevant consular authorities in good time unless the Tour Operator was ultimately responsible for the delay. You should allow approximately 8 weeks for the processing of visa applications etc. by the relevant authorities.
- 15.3 The traveller alone is responsible for complying with all regulations necessary to participate in the holiday. Any negative consequences, especially the payment of holiday cancellation charges arising from non-compliance with these regulations, are the traveller's responsibility, with the exception of consequences due to culpably incorrect or deficient information provided by the Tour Operator.
- 15.4 Consult the brochure to find out whether you need a passport or whether an ID card is sufficient. Please ensure that the dates of validity of your identification documents are adequate for your holiday. Children must have their own travel documents.
- 15.5 Some countries apply very strict customs and currency regulations  
Make sure that you are well informed and abide by the regulations.
- 15.6 Some countries demand that certain vaccination certificates may not be less than 8 days old and not more than 3 years old (smallpox) or 10 years (yellow fever). Proof of such vaccinations is required by the German authorities after returning from certain countries (e.g. in Africa, the Middle East). Please refer to the brochure and consult the office you booked with.

## 16 Data protection

Personal data that you give to us will be processed electronically and used as necessary in order to execute the contract. Unless you expressly advise us to the contrary, we would also like to write to you in the future with information regarding our latest offers. If you do not want us to send you any information, please contact the „Data Protection“ department at the relevant Tour Operator's address as shown below.

If we use external service providers outside the EU or the EEA (third countries without adequate data privacy and protection legislation and enforcement), the protection and privacy of your personal data is safeguarded by means of EU-standard contractual clauses.

## 17 General

The invalidity of individual provisions of the holiday contract does not affect the validity of the overall holiday contract. The same applies to these terms and conditions of travel.

These holiday terms and conditions as well as related supplementary information apply to the Tour Operators:

TUI Deutschland GmbH  
Karl-Wiechert-Allee 23  
30625 Hanover  
Commercial Register: Hanover HRB 62522

and

Wolters Reisen GmbH  
Postfach 11 51  
28801 Stuhr  
Commercial Register: Walsrode HRB 110468

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