

Europastadt GörlitzZgorzelec GmbH for Economic Development, City Marketing and Tourism - Conditions for Solo Travellers and Group Travel (Conditions of Travel)

The following Conditions of Travel apply for the legal relation between the Traveller (hereinafter referred to as "Client") and the Europastadt GörlitzZgorzelec GmbH for Economic Development, City Marketing and Tourism (hereinafter referred to as "EGZ"):

I. Conclusion of Contract

I.1 With his booking (travel registration), the Client offers EGZ the conclusion of a binding travel contract. The Client shall be bound by the offer for 10 days from the day following the receipt of the offer by EGZ. The travel contract will become binding for EGZ when EGZ confirms the booking and the price of the travel (booking confirmation). A confirmation of receipt sent electronically by EGZ in the event of electronic booking by the Client will not automatically constitute a booking confirmation in the aforementioned sense.

I.2 The registering Client also books the trip for all participants included in his booking, if he has declared expressly and separately that he will be responsible for the contractual obligations of these participant as he is for his own obligations.

I.3 The Client will receive a confirmation of contract according to the relevant legal requirements at or upon conclusion of the travel contract. A booking confirmation according to I.1 or confirmation of contract that deviates from the Client's booking shall be deemed a new offer by EGZ by which EGZ shall be bound for 10 days following the date of receipt by the Client. The travel contract will then be concluded based on the new offer, provided that EGZ has informed the Client on the deviation and has met the legal requirements for pre-contractual information, and that the Client has accepted the offer within the aforementioned binding period. This acceptance can be expressed by implication, e.g. by down payment or final payment.

II. Payments

II.1 EGZ will be entitled to demand a down payment upon conclusion of the contract, and provided that EGZ:

- holds a valid insolvency insurance and has handed a travel price safeguarding certificate to the Client in accordance with Section 651r German Civil Code (hereinafter referred to as "BGB"), and

- has met the obligation to inform in accordance with Section 650t No. 2 BGB.

EGZ shall deduct down payments made by the Client from the total cost of travel. The amount of down payments will depend on the booked services and will be indicated in the respective travel description. Down payments will also be itemized separately on booking confirmations/invoices, and are due immediately upon receipt of the booking confirmation/invoice by the Client. Final payments will also be identified on booking confirmations/invoices and will be due 30 days prior to departure, provided that the trip cannot be cancelled in accordance with Section 651h para. 4 no. 1 BGB (i.e. when a minimum required number of travellers has not been reached) and provided that no other due date has been agreed. The total cost of travel will be due for payment immediately if the trip has been booked at a point in time later than four weeks prior to departure, provided that the requirements stated above in this paragraph II.1, sentence 1, have been met. However, an insolvency insurance and a travel price-safeguarding certificate according to Section 651r BGB are not needed if EGZ is not legally required to safeguard client funds. This applies in particular if the trip has a maximum duration of 24 hours, does not include an overnight stay, and the cost of travel does not exceed €500.

II.2 If the Client fails to make a payment that is due with regard to legal and statutory provisions even after a reminder that includes a reasonable grace period, EGZ will be entitled to withdraw from the contract. In this case, EGZ can demand a termination fee in accordance with article IV of these Conditions of Travel. Default on payment does not occur if the Client is entitled to refuse payment, e.g. if EGZ is unable to provide its service or if there is already a substantial travel deficiency present. These provisions do not include any reversal of the statutory distribution of the onus of proof.

III. Scope of Delivery; Non-Utilization of Travel Services; Right of Modification

III.1 The scope of delivery will be governed by the contract in compliance with statutory provisions. Any commitments or assurances made by third parties, in particular by service providers, will not be relevant to the scope of delivery and are not binding on EGZ.

III.2 The Client will not be entitled to claim reimbursement of part of the cost of travel if he does not make use of individual travel services after the start of the trip for any reason that lies exclusively in his area of responsibility and which is not based on a violation of contract by EGZ (e.g. early return for reasons that lie exclusively with the Client). EGZ will try to obtain partial reimbursement from service providers if the scope of non-utilized services is considerably high, and in particular in the event of cost savings for the service provider, which will then, if granted, be passed on to the Client. Any expenditure incurred by EGZ because of its effort to obtain reimbursement will be deducted.

III.3 An increase of the cost of travel by EGZ after conclusion of the contract is possible under the conditions regulated in Section 651f para. 1 sentence 1 no. 2 BGB. Increases are made by the amount by which the cost is increased for EGZ with regard to the Client (including any other travellers for whom the Client has made bookings). If the cost increase does not directly affect individual services for travellers (e.g. Individual transportation costs), but is of a more general nature (e.g. increases in taxes), calculations will be made proportionally, in particular with regard to the total number of travellers.

III.4 We hereby inform the Client that EGZ is obliged to reduce the cost of travel in accordance with Section 651f para. 4 BGB and based on the right of modification as set out in III.3, if the financial values mentioned in Section 651f para. 1 sentence 1 no. 2 BGB (e.g. transportation costs, taxes/duties/fees or exchange rates) have changed after the conclusion of contract and prior to departure, resulting in lower costs for EGZ.

III.5 EGZ may unilaterally change contractual terms other than the cost of travel after the conclusion of contract if it is negligible. All further requirements are governed by Section 651f para. 2 BGB.

III.6 Reference point of provisions III.3 to III.5 is the possibility to agree on rights of modifications in the contract as set out in Section 651f para. 1 and para. 2 BGB. We clarify that Sections 651f and 651g BGB remain unaffected.

IV. Cancellation by the Client Prior to Departure; Compensation; Recommendations for Taking Out Insurance

IV.1 The legal provisions (Section 651h BGB) apply for cancellations by the Client that are made prior to departure. The written form is recommended for cancellations.

IV.2 EGZ may at its discretion either specifically quantify the compensation provided for in Section 651h, or claim a lump-sum compensation in accordance with Section 651h para. 2 BGB. If EGZ decides to assert the claim as a lump sum, the compensation to be paid by the Client will be determined as follows (percentages are related to the cost of travel agreed upon in the contract):

IV.2.1 for day trips and package arrangements:

Cancellation

- Free of charge until 21 days before departure
- 30 % from the 20th until the 8th day before departure
- 50 % from the 7th day before and until departure or if the Client fails to arrive for departure

IV.2.2 for multi-day trips

Cancellation

- Free of charge until 30 days before departure
- 50 % from the 29th day before and until departure or if the Client fails to arrive for departure

IV.2.3 Special conditions for groups (of at least 10 people; multi-day trips and multi-day arrangements, overnight stays):

Cancellation

- 15 % until 30 days before departure, minimum fee: 25.00 €,
- 30 % from the 29th until the 22nd day before departure

- 50 % from the 21st until the 15th day before departure
- 60 % from the 14th until the 8th day before departure
- 80 % from the 7th until the 2nd day before departure
- 90 % from the day before and the day of departure or if the Client fails to arrive for departure

for each person below the minimum number of travellers.

IV.2.4 Relevant for determining compensations is the date of receipt of the cancellation by EGZ. Compensations according to the above provisions are also due if the Client fails to arrive at the place of departure at the time specified in the confirmation of contract or if he cannot commence the trip due to the absence of travel documents for which EGZ is not responsible, e.g. passports or required visa.

IV.3 The Client remains at liberty to prove that EGZ has incurred no loss or a loss that is considerably smaller than the lump sums mentioned in IV.2.1 to IV.2.3.

IV.4 Section 651h BGB remains unaffected; this also applies in particular to Section 651h para. 3 BGB (conditions under which the travel agencies cannot claim compensation).

IV.5 We hereby recommend the Client to take out travel cancellation insurance or insurance that covers the cost of assistance, including repatriation in the event of an accident, illness or death of the Client.

V. Substitutes / Change of Reservation

V.1 The relevant legal provisions apply for the entry of a substitute person into the contract between EGZ and the Client (transfer of contract according to Section 651e BGB). A respective declaration of the Client has been made in due time if it was received by EGZ no later than seven days prior to departure. EGZ may object to the entry of the substitute if they do not meet the contractual requirements for travel.

V.2 The substitute and the Client will be jointly and severally liable to EGZ for the cost of travel and any additional costs incurred by the substitute's entry. The relevant legal provisions apply.

V.3 The Client has no title to change of reservation (= change of date, destination, place of departure, accommodation or transport). EGZ may charge a fee of €15.00 for changes of reservation made at the Client's request. Changes of reservation are not possible from the 31st day before departure, unless the change requests result in only minor costs. The Client is at liberty to cancel his reservation and re-book in accordance with article IV. If he requests changes after the 31st day before departure. The respective legal consequences will then depend on article IV. We clarify that no provisions under this clause V.3 apply to changes that become necessary for the reason that EGZ has not fulfilled its statutory obligation to inform (see in particular Section 651d para. 1 BGB).

VI. Cancellation and Termination by EGZ

VI.1 EGZ rights to withdraw from the contract prior to departure are governed by the relevant statutory provisions, in particular Section 651h para. 4, para. 5 BGB.

VI.2 EGZ is entitled to terminate the contract without notice for good cause after an unsuccessful call to order if the Client or a person co-obligated according to I.2 disturbs the trip in a such strong manner or behaves contrary to the contract at such level that EGZ cannot be reasonably expected to continue the contract under consideration of the individual circumstances and mutual interests. EGZ will retain the right to payment of the cost of travel in the event of such a termination. Expenditure saved because of premature termination, benefits from the further use of services originally meant to be provided to the Client, and any reimbursements by service providers will be credited to the Client. Any additional costs for return transport will be borne by the Client.

VII. Liability of EGZ

VII.1 EGZ's contractual liability is limited to the threefold of the cost of travel for damages other than personal injury and that are not culpably caused by EGZ (including its auxiliary persons and agents).

VII.2 The maximum amount of liability according to VII.1 applies per traveller and trip.

VII.3 If arranged external services are expressly marked in the travel description and/or the booking confirmation, including the contractual partner, in such a way that they are recognizably not a part of the travel services offered by EGZ to the Client (e.g. day trips, sporting events, theatre visits, exhibitions or similar), EGZ will not be liable for material damage or personal injury in connection with these services. We clarify that any statutory provisions on travel brokerage and the brokerage of associated travel services remain unaffected by the sentence above; this also applies to liabilities on the part of EGZ for any other reasons.

VIII. Assignment

The assignment of claims of the Client against EGZ to third parties is permitted only with EGZ's consent. This does not apply to family members accompanying the Client.

IX. Passport, Visa, and Health Regulations

IX.1 When travelling abroad and according with its legal obligation to inform, EGZ will advise the Client on any general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas, and on formalities regarding health regulations.

IX.2 The Client is responsible for obtaining the necessary travel documents. All disadvantages resulting from the Client's inability to travel because his travel documents are not completely available are at his expense, in particular is EGZ entitled to demand a termination fee in accordance with article IV. The sentence above does not apply if the non-existence of travel documents is due to a violation of EGZ's legal obligations to inform.

X. Dispute Resolution

We hereby inform the Client that EGZ does not participate in a voluntary consumer dispute resolution procedure. In particular the European Commission's Online Dispute Resolution Platform <http://ec.europa.eu/consumers/odr/> is thus not applicable.

XI. Final Provisions

XI.1 The validity of the remainder of these conditions of travel or of the travel contract remains unaffected if any of these conditions of travel be or become invalid.

XI.2 The laws of the Federal Republic of Germany shall apply exclusively to the travel contract and its execution.

XI.3 Place of performance and exclusive jurisdiction for any claims arising from or in connection with the travel contract is Görlitz, Germany, unless the Client is a registered merchant or has no general place of jurisdiction in the Federal Republic of Germany or has moved his place of residence or usual residence abroad after conclusion of the contract. The relevant statutory provisions apply to the place of performance and jurisdiction in all other cases.

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