

# TERMS AND CONDITIONS OF TRAVEL

## “Holiday properties”

## Wolters Reisen GmbH

1st edition, valid from 17.01.2020

### Dear Guest,

Please take a good look at these conditions of travel, because when you make your booking you are agreeing to these conditions, which will be sent to you prior to booking. They apply to your booking with Wolters Reisen GmbH (with the exception of the brands atraveo and TUI Villas), hereinafter referred to as the Tour Operator. These conditions of travel do not apply to mediated individual services (e.g. entrance tickets as individual services). These conditions of travel are available online at [www.tui-ferienhaus.de](http://www.tui-ferienhaus.de).

Since the introduction of new travel regulations on 01 July 2018, Wolters Reisen GmbH with the brand TUI Ferienhaus is no longer subject to the law on package travel. However, Wolters Reisen GmbH has decided to continue to follow most regulations in the traveller's interest.

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### 1 Conclusion of contract

16.1 When you book you are making a binding offer to conclude a holiday property-“contract” with the tour operator. The basis of this package tour offer is the travel write-up and the additional information of the tour operator for the respective travel to the extent they are made available to you at the time of booking.

The “contract” comes into effect when you receive the declaration of acceptance of the tour operator. This does not require any specific form.

16.2 The customer is responsible for all contractual obligations of co-travellers on whose behalf he makes the booking, just as he is for his own contractual duties to the extent that he has committed to these obligations explicitly and by separate declaration.

16.3 Upon or immediately after conclusion of the contract, you will receive a **travel confirmation that contains** all essential information about the travel

services you have booked. In the case of simultaneous presence of both parties, especially in a travel agency, you have the right to a travel confirmation in paper form, otherwise, in particular in electronic transactions; it is sufficient to send the travel confirmation on a durable electronic data carrier.

If the confirmation differs from your booking, the tour operator is committed to the new offer for a period of 10 days. The contract is concluded on the basis of this new offer, insofar as the tour operator has referred to the change with respect to the new offer and fulfilled his pre-contractual information obligations and you have conveyed your acceptance to the tour operator by express declaration or the payment of a deposit within the binding period.

### 2 Payment

- 2.1 Upon conclusion of the contract, a deposit in the amount of 20% of the total price is due for delivery of the confirmation.
- 2.2 The **final payment** is due 4 weeks prior to departure if it is certain that your trip – as booked – will be carried out and your **itinerary** is either at your disposal at your sales office (e.g. travel agency, online travel agency, call center) or is sent to you as agreed. For **bookings at short notice** (from the 28<sup>th</sup> day before departure), the entire travel price is due immediately.
- 2.3 The fee for cancellation (see item 7) or any administrative charges and fees for amendments (see item 8) are due immediately.
- 2.4 **Payment directly to the tour operator**
  - 2.4.1 For SEPA direct debit payment to the tour operator (possibly through the sales outlet) you have to provide authorization that allows the respective due amount (down and final payment) to be withdrawn from your current account. The authorization is part of the confirmation.
  - 2.4.2 You are allowed to pay for your trip with a credit card. The tour operator will need (possibly through the sales outlet) your address or, if applicable, the address of the document recipient as well as your consent for debiting your credit card. If the trip is booked online, in some cases additional authentication may be required.
  - 2.4.3 Tours booked with Wolters Reisen GmbH (with the exception of the brands atraveo and TUI Villas) you can pay by bank transfer up to 8 weeks before departure and only when booked online. The tour operator will need the booker's first and last names, complete address, telephone number and email address.

#### 2.5 Payment at the sales outlet

In exceptional cases, both the down payment and, when you receive the itinerary, the payment of the remaining tour price can be made at your sales outlet.

#### 2.5 Changes to the agreed payment method

can only be made up to 35 days prior to departure and only for outstanding payments.

#### 2.5 If you have not received the itinerary

4 days before travel at the latest, please contact your sales outlet immediately. For short-notice bookings or changes to the tour made within 14 days prior to departure, you will receive your itinerary the same way as for bookings made further in advance. In your own interest, we ask you to carefully check the itinerary upon receipt.

#### 2.5 If due payments are not paid or not fully paid and you do not pay even after a reminder with a grace period, the tour operator can withdraw from the respective contract unless there is already at this time a significant travel defect. In case of withdrawal from the travel contract in the sense of the previous sentence, the tour operator may demand compensation for cancellation fees in accordance with items 7.2, 7.5. If you do not make payments despite the due date, the tour operator also reserves the right to charge a reminder fee of € 1.50 for the second reminder. Your right to prove that substantially lower or no costs were incurred remains unaffected.

- 2.5 Costs for ancillary services such as for the procurement of visas, etc. are, unless expressly and explicitly included, not part of the tour price. If such costs arise, please pay them to the sales outlet.

### 3 Discounts for children

The decisive age is the **age of children when they**

**travel.** Irrespective of this, each accompanying child and their age must be stated at the time of booking.

For the extent of the children's discounts, please refer to the respective service description.

If the wrong age is given, the tour operator is entitled to charge the difference to the proper travel price plus an administrative fee of € 50.

Your right to prove that substantially lower or no costs were incurred remains unaffected.

### 4 Special notes for holiday apartments, holiday homes

Consumption-dependent additional costs or those costs for additional services you request are not included in the travel price. Unless otherwise stated in the service description, such costs are to be paid directly on-site. The holiday apartment/holiday home may only be occupied by the number of adults and children stated in the service description and stated in the confirmation.

The specified arrival and departure dates are binding. Upon delivery of the keys, a reasonable amount (deposit) may be required as collateral for any damage or on-site consumption-related charges. Repayment or offsetting is made if the property and the inventory have been returned in a clean condition at the end of the stay.

### 5 Special requests, individual travel arrangements, travel rep service

#### 5.1 Special requests

- 5.1.1 A maximum administrative fee of € 50 per traveller per week is charged for processing **individual travel arrangements** deviating from the respective service description.
- 5.1.2 In the case of **amendments** requested by travellers in the destination, the tour operator reserves the right to charge a reasonable administrative fee per person in addition to any additional costs that may arise.
- 5.1.3 Bringing **pets** is only permitted if the service description expressly permits this.

#### 5.2 Extending the trip

If you want to stay longer at your holiday destination, please contact your travel representative or the local representative of the tour operator as early as possible. We are happy to extend your stay if appropriate accommodation and return journey options are available. The cost of an extension is payable locally. Please note the rates and conditions that apply to your return journey as well as the validity period of your travel insurance and any required visa.

#### 5.3 Travel representative service and customer assistance

The tours offered include on-site, local travel rep services; in most holiday resorts this means travel guides from the tour operator or local representatives of the tour operator (e.g. landlords of holiday apartments). Otherwise, you will find contact information in your itinerary.

In the case of complaints, please refer to the special notes under item 12.6.2.

### 6 Amendments to services

- 6.1 **Before the conclusion of the contract** the tour operator can make a change at any time in the service descriptions, of which the traveller is of course notified before booking.
- 6.2 Changes to essential travel services in relation to the agreed content of the travel contract that become necessary **after conclusion of the contract and prior to departure** and that are not made contrary to good faith by the tour operator are only permitted insofar as they are not significant and do not affect the overall quality and scope of the booked travel. Any warranty claims remain unaffected, in particular insofar as the changed services are subject to defects.
- 6.3 The tour operator is obliged to notify the customer on a durable data carrier about changes in services immediately after becoming aware of the reason for the change. If necessary, it will offer the customer a free change or a free withdrawal.
- 6.4 In the event of any significant change in any essential feature of the travel services or deviation from the customer's specific requirements that have become part of the “contract”, the customer is entitled within a reasonable

time limit set by the tour operator at the same time the change is notified to either accept the change or to withdraw from the "rental contract" free of charge or to request participation in a replacement trip if the tour operator has offered him such a trip. The customer has the choice to respond to the message of the tour operator or not. If the customer responds to the tour operator, then he can either agree to the contract amendment, request participation in a replacement trip, if such a was offered, or withdraw from the contract free of charge.

If the customer does not respond to the tour operator or does not respond within the set deadline, the notified change will be deemed accepted. The customer shall be informed in a clear, understandable and emphatic manner in the statement of notification in line with item 6.3.

6.5 Any warranty claims remain unaffected as far as the changed services are flawed. If the tour operator has lower costs for the implementation of the modified travel or replacement trip of equivalent quality, the customer shall be reimbursed the difference.

## 7 Cancellation by the traveller before start of travel/cancellation fees

7.1 The customer can withdraw from the "rental contract" at any time prior to departure. The notice of cancellation must be made to the tour operator. If the trip was booked through a travel agent, the notice of cancellation can be made to the travel agent. The customer is advised to notify his cancellation on a durable medium.

7.2 If the customer cancels before the start of the journey or if he does not start the journey, the tour operator loses the claim to the travel price. Instead, the tour operator may demand reasonable compensation unless the cancellation is the responsibility of the latter, or if no extraordinary circumstances occur at the destination or in the immediate vicinity, which affect the performance of the package tour arrangement or the transport of persons to the destination. Circumstances are deemed unavoidable and extraordinary if they are not under the control of the tour operator and their consequences could not have been avoided even if all reasonable precautions had been taken.

The cancellation fees are set out under 7.4 below. They are based on the travel price minus the value of the expenses saved by the tour operator and less what the tour operator makes from other uses of the travel services. The following flat rates also take into account the period between the notification of cancellation and the start of the journey. If the customer so requests, the tour operator shall justify the cancellation fee applied. The customer is also free to provide evidence that the tour operator's fees are significantly lower than the compensation demanded.

7.3 Cancellation fees are also due if a traveller does not arrive in good time with respect to the time stated in the travel documents at the respective departure airport or departure location, or if the trip cannot be commenced due to the absence of travel documents for which the tour operator is not responsible, such as passport or necessary visa.

7.4 In the event of cancellation, flat-rate compensation rates are due per person/per accommodation unit:

### 7.4.1 Standard compensation fees:

#### A Holiday apartments, holiday homes, caravan parks, holiday complexes

until 46 days before departure 25%  
from 45 days before departure 50%  
from 35 days before departure until the day of departure or failure to travel 80% of the travel price

B For mediated tickets only, e.g. for musicals, the cancellation conditions of the respective provider apply. These conditions will be communicated to you at the time of making the booking.

7.5 The tour operator reserves the right to demand higher, individually calculated compensation

instead of the flat-rated amounts above if the tour operator can prove that it has or will incur significantly higher expenses than the respective flat-rated compensation. In this case, the tour operator is obliged to quantify and substantiate the compensation demanded taking into account the saved expenses and any other use of or utility gained from the travel services in question. If the tour operator is obliged to refund part or all of the travel price as a result of a cancellation, it must immediately, but in any event within 14 days after receipt of the cancellation notice make such refund.

7.6 Your right to have a substitute person take your place is made by making a suitable declaration on a durable medium within a reasonable period of time prior to the date of the start of outbound journey (see 9.2 below) remains unaffected by the above conditions. In each case, such a declaration is deemed timely if it is received by the tour operator no later than seven days before the start of outbound journey.

## 8 Amendment to booking, substitute

8.1 The tour operator shall at your request and as far as practicable modify the confirmation (**amended booking**) by the 46th day before departure. An amended booking is deemed to be changes to your travel date, destination, place of departure, accommodation or transportation. For this a separate fee of € 50 is charged per person. Additional costs incurred by service providers will be charged separately. Therefore, please pay due attention to the correct spelling of your name as stated on your passport.

In addition, the following applies:

In the event of a change in accommodation (other than changes within the booked accommodation) or the travel date, the travel price for the changed services will be recalculated on the basis of the then applicable prices and conditions.

In the case of a change within the booked accommodation (e.g. change of room category, type of board or occupancy of booked room), the price for the changed services will be re-calculated on the basis of the hitherto applicable booking prices and conditions. Changes made after the deadlines mentioned above as well as changes over the period of validity of the service description (item 1.1) on which the booking is based can only be made after cancelling the travel contract at the conditions according to item 7.4 with simultaneous new booking.

8.2 Within a reasonable period of time prior to departure, the traveller may declare on a durable medium that a **third party** enters into his rights and obligations under the travel contract. The declaration is deemed timely if it is received by the tour operator at least seven days before the start of the journey.

The tour operator may object to the entry of the third party instead of the traveller if the third party does not fulfil contractual travel requirements.

If a third party replaces the booked traveller, the tour operator is entitled to charge a flat rate charge of € 10 to meet administrative costs incurred by the replacement person. Actual additional costs incurred by service providers will be charged separately. The tour operator must provide the traveller with proof of the amount of additional costs incurred by substituting the third party. The traveller shall retain the right to prove that no costs were incurred or substantially lower costs were incurred than those claimed by the tour operator for the substitution.

The booked traveller and the replacement person are jointly liable for the travel price and the costs incurred by the substitution.

## 9 Travel insurance

The tour operators recommend taking out a comprehensive travel insurance package, in particular one which includes travel cancellation insurance (also bookable separately), as well as insurance to cover repatriation costs in case of accident or illness. Please note the special offers in the respective service descriptions. You can find details on insurance coverage appended to these conditions of travel or can contact your local outlet for such details.

## 10 Cancellation and termination

## by the tour operator

10.1 The tour operator can terminate the "contract" without notice if the tour operator is substantially disrupted in delivering the travel arrangements by the traveller despite a corresponding warning by the tour operator. The same applies if a traveller behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. The tour operator reserves the right to receive payment of the remaining travel price. The traveller responsible for the disruption shall be liable for any additional costs for the return-transport.

However, the tour operator must credit the disruptive traveller with the value of saved expenditures as well as those advantages which are obtained from another use of unused services, including any reimbursements by service providers.

10.2 The tour operator may withdraw from the contract prior to departure if it is prevented from fulfilling the contract due to unavoidable, exceptional circumstances; in this case it must declare the cancellation immediately after becoming aware of the reason for cancellation. If the tour operator cancels the contract, it loses the claim to payment of the agreed travel price.

10.3 Travel advice from the German Federal Foreign Office is available on the Internet at [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de) as well as by calling (030) 5000-2000.

## 11 Notification of defects, remedy, reduction, termination

11.1 If a travel service is not delivered or not delivered free of defects, the traveler can demand **redress**. The tour operator can refuse to remedy the situation if it is impossible or incurs unreasonable costs.

11.2 The traveller may demand a price reduction if the travel services are not provided free of defect and he did not fail culpably to report the defect immediately (without undue delay). The rights resulting from a reduction of the travel price expire within six months. Section 199 (1) BGB applies for the beginning of the limitation period.

11.3 If the tour operator cannot remedy the situation as a result of culpable omission by the traveller in notifying a defect the traveler cannot claim a reduction in price nor claim for damages.

11.4 If a travel is considerably impaired by a travel defect and if the tour operator does not remedy the situation within a reasonable period of time, the traveller may cancel the "rental contract" – in his own interest and to preserve evidence this is best done in writing. It is not necessary to define a time limit for the remedy if remedy is denied by the tour operator or if immediate remedy is necessary.

## 12 Damages

12.1 In the event of a travel defect the traveller may, without prejudice to a reduction of the travel price (reduction) or cancellation, demand compensation unless the traveller is culpable for the travel defect or the travel defect is caused by a third party who is neither a service provider nor otherwise involved in the provision of the travel services included in the package tour contract and the actions of the third party were unpredictable or unavoidable on the part of the tour operator or if the travel defects were caused by unavoidable, exceptional circumstances. The traveller may also claim reasonable financial compensation for wasted holiday time if the tour is thwarted or significantly impaired.

### 12.2 Limitation of liability

As far as the tour operator did not culpably cause the damages suffered by the traveller the liability of the tour operator for damages which are not physical damages is limited to **three times the tour price**.

### 12.3 Tortious claims for damages

Except in the case of intent or gross negligence for all tortious claims for damages against the tour operator the liability is limited to **three times the travel price**.

These maximum liability limits apply per traveller and tour.

12.4 The tour operator is not liable for disruption to services, personal injury and material damages in connection with services merely mediated as **third-party services** (e.g. excursions, sports events, theatre visits, exhibitions, transport services to and from the advertised starting and final points) if these services are so expressly and clearly identified as

brokered third party services with explicit identification of the mediated third party that the traveller can easily and clearly recognize them as not being part and parcel of the package holiday.

A claim for damages against the tour operator is limited or excluded insofar as under international conventions or statutory provisions applicable to the services provided by a service provider claims for damages against the service provider can only be asserted under certain conditions or restrictions or may be ruled out under certain conditions.

#### 12.5 Participation in **sports and other holiday**

**activities** is at **your** own risk. You should check all facilities, equipment and vehicles. In the case of accidents that occur during sports events and other holiday activities, the tour operator is liable only if it is at fault. The tour-operator recommends taking out accident insurance.

#### 12.6 **Duty to cooperate, complaints**

12.6.1 Within the scope of statutory provisions every traveller is obliged to cooperate in the event of service disruptions in order to **avoid or minimise any damage**.

12.6.2 If, contrary to expectations, you have a justified complaint, you must notify our travel rep immediately on the spot in line with 5.3 (1) or the contact person in line with 5.3 (2) and request remedy.

If the travel rep or your contact person are not available, contact the local service provider, the tour operator (contact details below) or the tour operator's local representative or travel agent. You will find the necessary telephone and fax numbers as well as email addresses in your itinerary or in the description of services (1.1). Guests in holiday apartments/homes must request immediate assistance from the **contact person** indicated in the itinerary.

12.6.3 **Travel representatives are not allowed to accept any claims.**

#### 12.7 **Limitation**

Claims for damages by customers are subject to a six-month limitation. Section 199 (1) BGB applies for the beginning of the limitation period. The statutory compensation claims on the part of the tour operator due to changes to or deterioration of items made available to the customer in the context of the execution of the travel expire six months after the end of travel.

### 13 **Consumer dispute resolution/ EU online dispute resolution platform and assignment**

#### 13.1 **Consumer dispute resolution/EU online dispute resolution platform**

Wolters Reisen GmbH are currently not participating in an – for them voluntary – alternative dispute resolution procedure under the German Consumer Dispute Resolution Act. Therefore our customers cannot use this procedure nor the dispute resolution platform of the EU Commission at <http://ec.europa.eu/consumers/odr/>.

13.2 The **assignment** of claims against the tour operator is ruled out. This does not apply to accompanying family members or co-travellers in a jointly registered group.

### 14 **Passport, visa, customs, foreign exchange and health regulations**

14.1 The tour operator will inform the customer/traveller about general passport and visa requirements as well as health formalities that apply to the destination, including the approximate time frames for obtaining necessary visas before the conclusion of the contract and, if necessary, of any changes before the commencement of the travel.

14.2 The traveller is responsible for complying with all important regulations for the fulfilment of the travel. Except in the case of the culpable provision of misinformation or the failure to provide due information on the part of the tour operator the traveller shall bear the costs for all disadvantages, in particular cancellation fees, which arise from non-compliance with these regulations.

14.3 The tour operator is not liable for the timely issue of necessary visas by the respective diplomatic representation if you have entrusted him with the procurement, unless the delay is the responsibility of the tour operator. To obtain visas, etc. from the relevant authorities you must allow for a period of about 8 weeks.

14.4 Please find out whether you need a passport to travel or if an ID card is sufficient. Please make absolutely certain that your passport or ID card is valid for the trip. Children need to carry their own travel documents.

14.5 Customs and foreign exchange regulations are handled very strictly in different countries. Please inform yourself carefully and strictly abide by the applicable regulations.

### 15 **Data protection**

**The personal data you provide to us will be electronically processed and used to the extent necessary for the fulfilment of the contract. All your personal data will be processed according to German and European data protection law.**

**Further information on the handling of your data is available in our privacy policy at: [www.tui-ferienhaus.de/Datenschutz](http://www.tui-ferienhaus.de/Datenschutz)**

### 16 **General**

The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract. The same applies to these travel conditions.

#### **These conditions of travel and notes apply to the tour operator**

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(with exception of brands atraveo and TUI Villas)  
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# TERMS AND CONDITIONS OF TRAVEL FOR WOLTERS REISEN ROUND-TRIPS

73. version, valid from 28.02.2020

## Dear Guest,

Please take a good look at these conditions of travel, because when you make your booking you are agreeing to these conditions, which will be sent to you prior to booking. They apply to all package tours of the tour operator Wolters Reisen GmbH (with the exception of the brands atraveo and TUI Villas), hereinafter referred to as the Tour Operators, as well as to excursions booked at the destination with the travel representative – items 12-13. They supplement and expand the statutory provisions of sections 651 a - y of the German Civil Code (BGB) and sections 250 and 252 of the Introductory Act to BGB (EGBGB). These conditions of travel do not apply to mediated individual services (e.g. entrance tickets as individual services, TUI Bootsferien trips and services of the TUI Ticket Shop (TTS)) as well as the mediation of connected travel services within the meaning of Section 651w BGB. You will receive separately the respective information about the mediated services.

Furthermore, these conditions of travel only apply to business travel insofar as such travel is not based on a skeleton agreement governing business travel organisation and arrangements. These conditions of travel are available on the Internet at [www.tui-rundreisen.de](http://www.tui-rundreisen.de)

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15. Passport, visa, customs, foreign exchange and health regulations
16. Data protection
17. General

## 1 Conclusion of the package tour contract

- 1.1 When you book you are making a binding offer to conclude a package tour contract with the tour operator. The basis of this package tour offer is the travel write-up and the additional information of the tour operator for the respective travel to the extent they are made available to you at the time of booking.  
The **package tour contract** comes into effect when you receive the declaration of acceptance of the tour operator. This does not require any specific form.
- 1.2 The customer is responsible for all contractual obligations of co-travellers on whose behalf he makes the booking, just as he is for his own contractual duties to the extent that he has committed to these obligations explicitly and by separate declaration.
- 1.3 Upon or immediately after conclusion of the contract, you will receive a **travel confirmation that contains** all essential information about the travel services you have booked. In the case of simultaneous presence of both parties, especially in a travel agency, you have the right to a travel confirmation in paper form, otherwise, in particular in electronic transactions; it is sufficient to send the travel confirmation on a durable electronic data carrier.

If the confirmation differs from your booking, the tour operator is committed to the new offer for a period of 10 days. The contract is concluded on the basis of this new offer, insofar as the tour operator has referred to the change with respect to the new offer and fulfilled his pre-contractual information obligations and you have conveyed your acceptance to the tour operator by express declaration or the payment of a deposit within the binding period.

- 1.4 The pre-contractual information given by the tour operator about the essential characteristics of the travel services, the travel price and all additional costs, the terms of payment, the minimum number of participants and the flat rates for cancellation (in accordance with Section 250 (3) nos. 1, 3 to 5 and Section 7 EGBGB) are not part of the package tour contract only if this is expressly agreed between the parties.
- 1.5 Please note that according to sections 312 (7) and 312g (2) sentence 1 no. 9 BGB for package tour contracts pursuant to sections 651a and 651c BGB, which are concluded at a **distance** (letters, telephone, fax, email, SMS, broadcasting, telemedia, online services), there is no right of revocation, but only the legal rights of cancellation and termination, in particular the right to cancel according to Section 651h BGB (see also item 8). However, a right to revocation exists if the contract for travel services pursuant to Section 651a BGB was concluded outside of business premises, unless the oral proceedings on which the conclusion of the contract is based were conducted on the prior order of the customer; in the latter case, there is no right of revocation.

## 2 Payment

- 2.1 The tour operator has taken out bankruptcy insurance with the Swiss Re International SE to safeguard customers' funds. The confirmation includes the respective **insurance certificate** plus details of the amounts for the deposit and the final payment and, if applicable, for cancellation.
- 2.2 If the booked trip includes air transport, a **deposit** amounting to 25 % of the total price will be due upon conclusion of the contract and delivery of the confirmation. If the booked trip does not include air transport, a deposit amounting to 20% of the total price is payable, except for products marked „Free cancellation up to 18.00 on day of arrival“; in this case the provisions in item 2.3 apply.
- 2.3 The **final payment** is due 4 weeks prior to departure if it is certain that your trip – as booked – will be carried out and your **itinerary** is either at your disposal at your sales office (e.g. travel agency, online travel agency, call centre) or is sent to you as agreed. For **bookings at short notice** (from the 28<sup>th</sup> day before departure), the entire travel price is due immediately.
- 2.4 The fee for cancellation (see item 8) or any administrative charges and fees for amendments (see item 9) are due immediately.
- 2.5 **Payment directly to the tour operator**
  - 2.5.1 For SEPA direct debit payment to the tour operator (possibly through the sales outlet) you have to provide authorization that allows the respective due amount (down and final payment) to be withdrawn from your current account. The authorization is part of the confirmation.
  - 2.5.2 Many of the tour operator's brands allow you to pay for your trip with a credit card. The tour operator will need (possibly through the sales outlet) your address or, if applicable, the address of the document recipient as well as your consent for debiting your credit card. If the trip is booked online, in some cases additional authentication may be required.
  - 2.5.3 You can pay for tours with TUI Deutschland by bank transfer up to 30 days before departure. In the case of tours booked over the Internet with the tour operator Wolters Reisen GmbH (with the exception of the brands atraveo and TUI Villas) you can pay up to 8 weeks before departure. The tour operator will need the booker's first and last names, complete address, telephone number and email address.

## 2.6 Payment at the sales outlet

- In exceptional cases, both the down payment and, when you receive the itinerary, the payment of the remaining tour price can be made at your sales outlet.
- 2.7 **Changes to the agreed payment method** can only be made up to 35 days prior to departure and only for outstanding payments.
  - 2.8 If you have not received the **itinerary** 4 days before travel at the latest, please contact your sales outlet immediately. For short-notice bookings or changes to the tour made within 14 days prior to departure, you will receive your itinerary the same way as for bookings made further in advance. In your own interest, we ask you to carefully check the itinerary upon receipt.
  - 2.9 If due payments are not paid or not fully paid and you do not pay even after a reminder with a grace period, the tour operator can withdraw from the respective contract unless there is already at this time a significant travel defect. In case of withdrawal from the travel contract in the sense of the previous sentence, the tour operator may demand compensation for cancellation fees in accordance with items 8.2, 8.5. If you do not make payments despite the due date, the tour operator also reserves the right to charge a reminder fee of € 1.50 for the second reminder. Your right to prove that substantially lower or no costs were incurred remains unaffected.
  - 2.10 Costs for ancillary services such as for the procurement of visas, etc. are, unless expressly and explicitly included, not part of the tour price. If such costs arise, please pay them to the sales outlet.

## 3 Discounts for children

The decisive age is the **age of children when they travel**. Irrespective of this, each accompanying child and their age must be stated at the time of booking.

For the extent of the children's discounts, please refer to the respective service description.

In the context of package arrangements children under the age of 2 fly free of charge on charter flights but without the right to a seat in the aircraft and provided there is one adult accompanying person per child. In the context of package arrangements with scheduled air carriers and in the case of pure flight arrangements (charter or scheduled flight), for children under the age of 2 the costs of the service provider (the airline) are passed on to the booker without any right to the child to occupy a seat.

If the wrong age is given, the tour operator is entitled to charge the difference to the proper travel price plus an administrative fee of € 50.

Your right to prove that substantially lower or no costs were incurred remains unaffected.

## 4 Special notes for holiday apartments, holiday homes, TUI Cars and TUI Campers

Consumption-dependent additional costs or those costs for additional services you request are not included in the travel price. Unless otherwise stated in the service description, such costs are to be paid directly on-site. The holiday apartment/holiday house/camper may only be occupied by the number of adults and children stated in the service description and stated in the confirmation.

The specified arrival and departure dates are binding. Upon delivery of the keys, a reasonable amount (deposit) may be required as collateral for any damage or on-site consumption-related charges. Repayment or offsetting is made if the holiday apartment/holiday home/camper and the inventory have been returned in a clean condition at the end of the stay.

## 5 Special requests, individual travel arrangements, travel rep service

### 5.1 Special requests

- 5.1.1 Sales outlets may accept **special requests** only if they are referred to as non-binding. The tour operator will endeavor to meet your request for special services that are not advertised, for instance, adjacent rooms or rooms in a specific location. Sales outlets are not entitled, either before or after the conclusion of the travel contract, to give undertakings or make agreements that differ from service descriptions or travel contracts already concluded without written confirmation from the tour operator or unless they have been specifically authorized to do so.

Please note that only the same type of board can be booked within the same occupancy unit. This also applies to accompanying children.

- 5.1.2 A maximum administrative fee of € 50 per traveller per week is charged for processing **individual travel arrangements** deviating from the respective service description.
- 5.1.3 In the case of **flight and/or hotel amendments** requested by travellers in the destination, the tour operator reserves the right to charge a reasonable administrative fee per person in addition to any additional costs that may arise. Flight amendments are not possible for offers from XTUI.
- 5.1.4 Bringing **pets** is only permitted if the service description expressly permits this.

### 5.2 Extending the trip

If you want to stay longer at your holiday destination, please contact your travel representative or the local representative of the tour operator as early as possible. We are happy to extend your stay if appropriate accommodation and return journey options are available. The cost of an extension is payable locally. Please note the rates and conditions that apply to your return journey as well as the validity period of your travel insurance and any required visa. Extending travel arrangements is not possible for tours with XTUI.

### 5.3 Travel representative service and customer assistance

The tours offered include on-site, local travel rep services; in most holiday resorts this means travel guides from the tour operator or local representatives of the tour operator (e.g. landlords of holiday apartments). Otherwise, you will find contact information in your itinerary, on [www.meine-tui.info](http://www.meine-tui.info), on the MEINE TUI smartphone app and in your hotel.

In the case of complaints, please refer to the special notes under item 13.7.2.

## 5 Air transport

### 5.1 Operating air carrier/EU Air Safety List

Under Regulation (EC) 2111/2005 of 14.12.2005 the tour operator is obliged to inform you at the time of booking about the identity of the operating air carrier(s). If the operating air carrier is not yet known at the time of booking, you must first be informed of the identity of the likely operating air carrier(s). As soon as the identity is finally determined, you will be informed accordingly. In the event of a change of the operating air carrier after booking, you must be notified of the change as soon as possible.

The blacklist of air carriers subject to an operating ban in the EU (Air Safety List) can be found at [https://ec.europa.eu/transport/sites/transport/files/air-safety-list\\_en.pdf](https://ec.europa.eu/transport/sites/transport/files/air-safety-list_en.pdf).

### 5.2 Stopovers

The tour operator points out that there may be intermediate stops on direct flights due to flight and technical programme reasons.

- 5.3 You are strongly recommended to carry **money, valuables, technical equipment and medicines** in your hand luggage only.

## 6 Amendments to services

- 7.1 **Before the conclusion of the contract** the tour operator can make a change at any time in the service descriptions, of which the traveller is of course notified before booking.
- 7.2 Changes to essential travel services in relation to the agreed content of the travel contract that become necessary **after conclusion of the contract and prior to departure** and that are not made contrary to good faith by the tour operator are only permitted insofar as they are not significant and do not affect the overall quality and scope of the booked travel.
- 7.3 The tour operator is obliged to notify the customer on a durable data carrier about changes in services immediately after becoming aware of the reason for the change. If necessary, it will offer the customer a free change or a free withdrawal.
- 7.4 In the event of any significant change in any essential feature of the travel services or deviation from the customer's specific requirements that have become part of the package tour contract, the customer is entitled within a reasonable time limit set by the tour operator at the same time the change is notified to either accept the change or to withdraw from the package tour contract free of charge or to request participation in a replacement trip if the tour operator has offered him such a trip.
- The customer has the choice to respond to the message of the tour operator or not. If the customer responds to the tour operator, then he can either agree to the contract amendment, request participation in a replacement trip, if such a was offered, or withdraw from the contract free of charge.
- If the customer does not respond to the tour operator or does not respond within the set deadline, the notified change will be deemed accepted.
- The customer shall be informed in a clear, understandable and emphatic manner in the statement of notification in line with item 7.3.
- 7.5 Any warranty claims remain unaffected as far as the changed services are flawed. If the tour operator has lower costs for the implementation of the modified travel or replacement trip of equivalent quality, the customer shall be reimbursed the difference in accordance with Section 651m (2) BGB.
- 7.6 In the case of cruises only the captain can make decisions about changes to the journey time and/or routes that are necessary, for example, for safety or weather reasons.

## 7 Cancellation by the traveller before start of travel/cancellation fees

- 7.1 The customer can withdraw from the package tour contract at any time prior to departure. The notice of cancellation must be made to the tour operator. If the trip was booked through a travel agent, the notice of cancellation can be made to the travel agent. The customer is advised to notify his cancellation on a durable medium.
- 7.2 If the customer cancels before the start of the journey or if he does not start the journey, tour operator loses the claim to the travel price. Instead, the tour operator may demand reasonable compensation unless the cancellation is the responsibility of the latter, or if no extraordinary circumstances occur at the destination or in the immediate vicinity, which affect the performance of the package tour arrangement or the transport of persons to the destination. Circumstances are deemed unavoidable and extraordinary if they are not under the control of the tour operator and their consequences could not have been avoided even if all reasonable precautions had been taken.

The cancellation fees are set out under 8.4 below. They are based on the travel price minus the value of the expenses saved by the tour operator and less what the tour operator makes from other uses of the travel services. The following flat rates also take into account the period between the notification of cancellation and the start of the journey. If the customer so requests, the tour operator shall justify the cancellation fee applied. The customer is also free to provide evidence that the tour operator's fees are significantly lower than the compensation demanded.

- 7.3 Cancellation fees are also due if a traveller does not arrive in good time with respect to the time stated in the travel documents at the respective departure airport or departure location, or if the trip cannot be commenced due to the absence of travel documents for which the tour operator is not responsible, such as passport or necessary visa.
- 7.4 In the event of cancellation, flat-rate compensation rates are due **per person/per accommodation unit**:

### 8.4.1 Standard compensation fees:

#### A Travel with air transport

until 31 days before departure	40%
from 30 days before departure	60%
from 14 days before departure until the day of departure or failure to travel	80%

#### B Travel without airtransport

until 31 days before departure	20%
from 30 days before departure	40%
from 14 days before departure until the day of departure or failure to travel	80%

### 8.4.2 Exceptions to the standard compensation policy:

#### A Holiday homes/villas/apartments, trailer parks, also for bus and train travel, motorbike tours, airtours private travel

up to 46 days prior to departure	25%
from 45 days before departure	50%
from 35 days before departure until the day of departure or failure to travel	80%

#### B Cruises, camper programmes

until 31 days before departure	25%
from 30 days before departure	40%
from 24 days before departure	50%
from 17 days before departure	60%
from 10 days prior to departure until the day of departure or failure to travel	80%

C For mediated tickets only, e.g. for musicals, the cancellation conditions of the respective provider apply. These conditions will be communicated to you at the time of making the booking.

D For products marked „Free cancellation until 18.00 on the day of arrival“ there are no cancellation fees for cancellation by 18.00 (CET) on the day of arrival; in the case of cancellation at a later stage or no-show at departure, cancellation fees amounting to 80% of the travel price are due.

E For special products of tour operator Wolters Reisen GmbH (except for the brands atraveo and TUI Villas) different terms apply, which will be communicated to before booking. These updated terms can always be seen at [www.tui-rundreisen.de/agg:voyages](http://www.tui-rundreisen.de/agg:voyages) with Hurtigruten, Iceland Pro Cruises, Hansa Touristik, Oceanwide Expeditions, Plantours Cruises, Transocean Tours, Havila Kyststruten and Gota Canal and the Finland winter programme.

F For **TUI Cars** a cancellation fee of 80% is only due for cancellations made in the last 24 hours before arrival and for failure to pick up the hire car. Motorcycles are subject to different cancellation fees, notified to you prior to concluding the contract.

- 7.5 The tour operator reserves the right to demand **higher, individually calculated compensation** instead of the flat-rated amounts above if the tour operator can prove that it has or will incur significantly higher expenses than the respective flat-rated compensation. In this case, the tour operator is obliged to quantify and substantiate the compensation demanded taking into account the saved expenses and any other use of or utility gained from the travel services in question.

## 9 Travel insurance

The tour operators recommend taking out a comprehensive travel insurance package, in particular one which includes travel cancellation insurance (also bookable separately), as well as insurance to cover repatriation costs in case of accident or illness. Please note the special offers in the respective service descriptions. You can find details on insurance coverage appended to these conditions of travel or can contact your local outlet for such details.

## 10 Cancellation and termination by the tour operator

- 10.1 The tour operator can **terminate the travel contract** without notice if the tour operator is substantially disrupted in delivering the travel arrangements by the traveller despite a corresponding warning by the tour operator. The same applies if a traveller behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. The tour operator reserves the right to receive payment of the remaining travel price. The traveller responsible for the disruption shall be liable for any additional costs for the return transport.
- However, the tour operator must credit the disruptive traveller with the value of saved expenditures as well as those advantages which are obtained from another use of unused services, including any reimbursements by service providers.
- 10.2 The tour operator can terminate the travel contract if the **minimum number of participants** specified in the description of services, in the pre-contractual information or in the confirmation is not reached and the traveller is notified accordingly up to 5 weeks prior to departure. The tour operator will inform the traveller, of course, if it becomes apparent at an earlier point in time that the minimum number of participants cannot be attained. The notice of termination will be sent to the traveller without delay. You will be refunded the paid travel price immediately, but in any case within 14 days after receipt of the termination.
- 10.3 The tour operator may withdraw from the contract prior to departure if it is prevented from fulfilling the contract due to unavoidable, exceptional circumstances; in this case it must declare the cancellation immediately after becoming aware of the reason for cancellation. If the tour operator cancels the contract, it loses the claim to payment of the agreed travel price.
- 10.4 Travel advice from the German Federal Foreign Office is available on the Internet at [www.auswaertiges-amt.de](http://www.auswaertiges-amt.de) as well as by calling (030) 5000-2000.

## 11 Notification of defects, remedy, reduction, termination

- 11.1 If a travel service is not delivered or not delivered free of defects, the traveller can demand **redress**. The tour operator can refuse to remedy the situation if it is impossible or incurs unreasonable costs.
- 11.2 The traveller may demand a price **reduction** if the travel services are not provided free of defect and he did not fail culpably to **report** the defect immediately (without undue delay). Contrary to Section 651j BGB, the rights resulting from a reduction of the travel price (Section 651m BGB) expire within three years. Section 199 (1) BGB applies for the beginning of the limitation period.
- 11.3 **If the tour operator cannot remedy the situation as a result of culpable omission by the traveller in notifying a defect, according to Section 651m BGB the traveller cannot claim a reduction in price nor, according to Section 651n BGB, claim for damages.**

- 7.6 If the tour operator is obliged to refund part or all of the travel price as a result of a cancellation, it must immediately, but in any event within 14 days after receipt of the cancellation notice make such refund.
- 7.7 Your right to have a substitute person take your place is made by making a suitable declaration on a durable medium within a reasonable period of time prior to the date of the start of outbound journey (see 9.2 below) remains unaffected by the above conditions. In each case, such a declaration is deemed timely if it is received by the tour operator no later than seven days before the start of outbound journey.

## 8 Amendment to booking, substitute

- 9.1 The tour operator shall at your request and as far as practicable modify the confirmation (**amended booking**) by the 31<sup>st</sup> day before departure or when traveling as defined in 8.4.2 A until the 46<sup>th</sup> day before departure. An amended booking is deemed to be changes to your travel date, destination, place of departure, accommodation or transportation. For this a separate fee of € 50 is charged per person. Additional costs incurred by service providers (e.g. airlines) will be charged separately. Therefore, please pay due attention to the correct spelling of your name as stated on your passport.
- In addition, the following applies:  
In the event of a change in carriage, accommodation (other than changes within the booked accommodation) or the travel date, the travel price for the changed services will be recalculated on the basis of the then applicable prices and conditions.
- In the case of a change within the booked accommodation (e.g. change of room category, type of board or occupancy of booked room), the price for the changed services will be re-calculated on the basis of the hitherto applicable booking prices and conditions. Changes made after the deadlines mentioned above (e.g. for air travel/standard fees from the 30th day before departure) as well as changes over the period of validity of the service description (item 1.1) on which the booking is based can only be made after cancelling the travel contract at the conditions according to item 8.4 with simultaneous new booking. In addition, amendments to flights, changes to travel dates, destination and date of travel with travel arrangements offered by XTUI and specially marked travel packages containing scheduled air fares may only be made after the cancellation of the travel contract under the conditions set forth in 8.4 with simultaneous new booking.
- For products marked „80% cancellation fee from booking“, there is no right to rebooking.
- 9.2 Within a reasonable period of time prior to departure, the traveller may declare on a durable medium that a **third party** enters into his rights and obligations under the travel contract. The declaration is deemed timely if it is received by the tour operator at least seven days before the start of the journey.
- The tour operator may object to the entry of the third party instead of the traveller if the third party does not fulfil contractual travel requirements.
- If a third party replaces the booked traveller, the tour operator is entitled to charge a flat rate charge of € 10 to meet administrative costs incurred by the replacement person. Actual additional costs incurred by service providers (e.g. airline companies) will be charged separately. The tour operator must provide the traveller with proof of the amount of additional costs incurred by substituting the third party. The traveller shall retain the right to prove that no costs were incurred or substantially lower costs were incurred than those claimed by the tour operator for the substitution.
- The booked traveller and the replacement person are jointly liable for the travel price and the costs incurred by the substitution.
- 9.3 For products marked „Free cancellation by 18.00 on the day of arrival“, a rebooking in accordance with item 9.1 and the entry of a third party in accordance with item 9.2 by 18.00 (CET) on the day of arrival is possible and free of charge.

- 11.4 If a package tour is considerably impaired by a travel defect and if the tour operator does not remedy the situation within a reasonable period of time, the traveller may **cancel the travel contract** – in his own interest and to preserve evidence this is best done in writing.
- It is not necessary to define a time limit for the remedy if remedy is denied by the tour operator or if immediate remedy is necessary.
- If the contract is subsequently cancelled, the passenger retains the right to be transported home if the contract includes carriage. He owes the tour operator only the portion of the travel price due for the services consumed or for services necessary for ending the package tour.
- 11.5 Because of the valid money back guarantee offered by tour operator TUI Deutschland for air travel sold under the brand TUI, please refer to the notes in the relevant description of services.

## 12 Damages

- 12.1 In the event of a travel defect the traveller may, without prejudice to a reduction of the travel price (reduction) or cancellation, demand compensation unless the traveller is culpable for the travel defect or the travel defect is caused by a third party who is neither a service provider nor otherwise involved in the provision of the travel services included in the package tour contract and the actions of the third party were unpredictable or unavoidable on the part of the tour operator or if the travel defects were caused by unavoidable, exceptional circumstances. The traveller may also claim reasonable financial compensation for wasted holiday time if the tour is thwarted or significantly impaired.
- 12.2 **Limitation of liability**  
As far as the tour operator did not culpably cause the damages suffered by the traveller the liability of the tour operator for damages which are not physical damages is limited to **three times the tour price**.
- 12.3 **Tortious claims for damages**  
Except in the case of intent or gross negligence for all tortious claims for damages against the tour operator the liability is limited to **three times the travel price**.
- These maximum liability limits apply per traveller and tour. Possible claims under the Montreal Convention or the German Traffic Act remain unaffected by the above restriction.
- 12.4 The tour operator is not liable for disruption to services, personal injury and material damages in connection with services merely mediated as third-party services (e.g. excursions, sports events, theatre visits, exhibitions, transport services to and from the advertised starting and final points) if these services are so expressly and clearly identified as brokered third party services with explicit identification of the mediated third party that the traveller can easily and clearly recognise them as not being part and parcel of the package holiday.
- A claim for damages against the tour operator is limited or excluded insofar as under international conventions or statutory provisions applicable to the services provided by a service provider claims for damages against the service provider can only be asserted under certain conditions or restrictions or may be ruled out under certain conditions.
- 12.5 Participation in **sports and other holiday activities** is at **your own risk**. You should check all facilities, equipment and vehicles. In the case of accidents that occur during sports events and other holiday activities, the tour operator is liable only if it is at fault. The tour operator recommends taking out accident insurance.
- 12.6 Insofar as advertised, your itinerary includes **train to flight train tickets from DB AG. The transport is based on the terms and conditions of the respective transport company**, which are furnished to you upon request.
- The rights and obligations of the tour operator and the traveller according to German travel contract law and these detailed conditions of travel are not limited by the conditions of the respective transport company.

Each traveller is responsible for **arriving in good time at the departure airport**, unless such delay is due to a culpable or grossly negligent breach of duty by the tour operator.

#### 12.7 Duty to cooperate, complaints

12.7.1 Within the scope of statutory provisions every traveller is obliged to cooperate in the event of service disruptions **in order to avoid or minimise any damage**.

12.7.2 If, contrary to expectations, you have a justified complaint, you must notify our travel rep immediately on the spot in line with 5.3 (1) or the contact person in line with 5.3 (2) and request remedy.

If the travel rep or your contact person are not available, contact the service provider (e.g. transfer company, hotelier, ship management), the tour operator (contact details below) or the tour operator's local representative or travel agent. You will find the necessary telephone and fax numbers as well as email addresses in your itinerary or in the description of services (1.1) or in the information folders in the hotel. Guests in holiday apartments/houses/apartments must request immediate assistance from the **contact person** indicated in the itinerary.

In the case of **air travel** the tour operator expressly recommends that you immediately notify the competent carrier of any **damage to or delays in delivery of baggage and goods** on the spot and no later than 7 days after discovery of damage to baggage or in the case of goods within 14 days of receipt; in case of delay in delivery, no later than 21 days after the baggage or the goods have been united with the traveller. In all such cases report the damage by means of a **PIR damage report to the competent air carrier**. Airlines usually refuse refunds if the PIR claim form was not completed and submitted.

Otherwise, the loss, damage or misdirection of baggage must be reported to the tour operator or the local agent of the tour operator.

12.7.3 **Travel representatives are not allowed to accept any claims.**

#### 12.8 Limitation

Contrary to Section 651j BGB, claims for damages by customers exerted under Section 651n (1) BGB, with the exception of claims for wasted holiday time, are subject to a three-year limitation. Section 199 (1) BGB applies for the beginning of the limitation period.

The statutory compensation claims on the part of the tour operator due to changes to or deterioration of items made available to the customer in the context of the execution of the travel expire six months after the end of travel

### 13 Consumer dispute resolution/ EU online dispute resolution platform and assignment

#### 13.1 Consumer dispute resolution/EU online dispute resolution platform

TUI Deutschland GmbH and Wolters Reisen GmbH are currently not participating in an – for them voluntary – alternative dispute resolution procedure under the German Consumer Dispute Resolution Act. Therefore our customers cannot use this procedure nor the dispute resolution platform of the EU

Commission at <http://ec.europa.eu/consumers/odr/>.  
13.2 The **assignment** of claims against the tour operator is ruled out. This does not apply to accompanying family members or co-travellers in a jointly registered group.

### 14 Passport, visa, customs, foreign exchange and health regulations

- 14.1 The tour operator will inform the customer/traveller about general passport and visa requirements as well as health formalities that apply to the destination, including the approximate time frames for obtaining necessary visas before the conclusion of the contract and, if necessary, of any changes before the commencement of the travel.
- 14.2 The traveller is responsible for complying with all important regulations for the fulfilment of the travel. Except in the case of the culpable provision of misinformation or the failure to provide due information on the part of the tour operator the traveller shall bear the costs for all disadvantages, in particular cancellation fees, which arise from non-compliance with these regulations.
- 14.3 The tour operator is not liable for the timely issue of necessary visas by the respective diplomatic representation if you have entrusted him with the procurement, unless the delay is the responsibility of the tour operator. To obtain visas, etc. from the relevant authorities you must allow for a period of about 8 weeks.
- 14.4 Please refer to the pre-contractual information as to whether you need a passport to travel or if an ID card is sufficient. Please make absolutely certain that your passport or ID card is valid for the trip. Children need to carry their own travel documents.
- 14.5 Customs and foreign exchange regulations are handled very strictly in different countries. Please inform yourself carefully and strictly abide by the applicable regulations.
- 14.6 Different countries require certain vaccination certificates, for instance not younger than 8 days and not older than 3 years (smallpox) or 10 years (yellow fever). Depending on the countries you have visited and are returning from (e.g. countries in Africa, Middle East), such vaccination certificates may also have to be presented to German authorities. Please refer to the pre-contractual information and/or contact your sales outlet for more information.

### 15 Data protection

**The personal data you provide to us will be electronically processed and used to the extent necessary for the fulfilment of the contract. All your personal data will be processed according to German and European data protection law.**

**Further information on the handling of your data is available in our privacy policy at: [www.tui-rundreisen.de/Datenschutz](http://www.tui-rundreisen.de/Datenschutz)**

### 16 General

The invalidity of individual provisions of the travel contract does not result in the invalidity of the entire travel contract. The same applies to these travel conditions.

These conditions of travel and notes apply to the tour operator

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