

## **General terms of the TKS for group programs and components**

The translation of our general terms is provided for your convenience. Legally binding is the German version of our terms.

### **1. Organiser**

BAMBERG Tourismus & Kongress Service (TKS) is the organiser of the day trips. Components are arranged by the TKS as agent.

### **2. Concluding the travel contract**

All bookings must be sent in writing to the TKS. By submitting the booking, the customer offers the organizer a binding contract. On the basis of the signed booking form, the customer will receive written confirmation of the booking immediately on receipt of the contract. Vouchers for the items booked and an invoice are enclosed with the written confirmation. Should the content of the confirmation differ from that of the booking form, this means that the TKS has put forward a new offer to which it is bound for the period of 10 days. The contract based on this new offer becomes binding when the customer accepts the offer in writing to the TKS within the said 10-day period. If, at the latest three days before departure, the travel documents required have not reached the customer, the latter must contact the TKS immediately by telephone.

### **3. Description of services/ Payment**

The range and type of services set down in the contract are based on the descriptions of the services found in the brochure "Bamberg for Groups". Sub-agreements that change the nature and extent of the contract require written confirmation to avoid misunderstandings. The details contained within the brochure are binding for the TKS. However, the TKS reserves the right to change the content of the brochure in the event of justified, considerable and unforeseeable circumstances before a contract is concluded. Should this occur the TKS will inform the customer of the said changes before the booking is made. Full payment of the travel price must be made two weeks prior to the customer's travel date at the latest. In the case of bookings received by the TKS less than two weeks before the travel date, the customer must ensure that full payment is made to the TKS – payable either by cheque or a confirmed transfer payment – immediately after the travel documents have been issued. The TKS is not required to confirm receipt of payment. The cost of travelling to and from the destination is not included in the price.

### **4. Changes to services and prices**

Changes to or deviations from the agreed content of a contract which occur once the contract is binding are permitted insofar as they are not deemed considerable and do not spoil the overall nature of the programme booked. If the changes are of such an extent that the customer cannot be expected to embark upon the journey in its modified form, or if the price increase in compliance with the paragraph below is greater than 5%, the customer is entitled to withdraw from the contract without incurring any costs. Subsequent changes to the travel price or to a major element of the itinerary must be communicated to the customer by the organiser as soon as the reason for the change becomes known. The organiser may not enforce a price increase less than 20 days prior to the customer's agreed arrival date.

### **5. Cancellations/Rebooking by the customer**

The contractual partner can withdraw before the start of the journey. To avoid misunderstandings and for organizational reasons, we strongly recommend that you declare your cancellation in writing, stating your booking number. The receipt of the declaration of withdrawal by TKS is decisive. Non-payment of amounts due in no way replaces a declaration of withdrawal. A processing fee of €15 will be charged for rebooking services that have been confirmed as binding. The following conditions apply to withdrawal/cancellation: From receipt of the binding Booking confirmation up to 7 calendar days before the travel date €15. From 6 calendar days with the notification of the number of participants 90% of the travel price. An increase in the

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number of participants after the due date is possible on request free of charge.

### **6. Cancellation/Termination of the contract by the organizer**

The TKS is entitled to withdraw from or terminate the contract, also during the customer's stay and without notice, if the customer continually disrupts the tour, even after the TKS has issued a warning, or if the customer is in breach of contract, justifying immediate termination of the contract. In these instances, the TKS is entitled to the agreed travel price, excluding any saved expenditure and other advantages emerging as a result of withdrawal from or termination of the contract without notice. The TKS may also withdraw from the contract if the required minimum number of guests is not met and the minimum number was explicitly referred to by the TKS in the travel description.

### **7. Obligation to cooperate**

Should the tour be flawed in any way the customer is obliged to make his complaint to the TKS without delay. The customer is also obliged to cooperate in the event of disruptions or problems with the services provided within the framework of the legal obligation of individuals to minimise damages or to avoid them altogether. Before terminating the contract the party to the contract must provide the TKS with sufficient deadline in which to rectify the problem, insofar as this is in the power of the TKS and the TKS does not refuse, and insofar as the immediate termination of the contract is justified by any special interest of the party to the contract.

### **8. Limited liability**

In cases where the TKS acts not as an organiser but as an agent, the TKS is not liable for possible disruptions to services provided by third parties. The TKS's liability for damages, excluding physical bodily damage, is limited to three times the total travel price, insofar as the damage to the individual concerned was neither wilful nor a result of gross negligence, and insofar as the TKS is responsible for damages to an individual arising solely through the fault of a service provider.

### **9. Exclusion of claims/ Statutory period of limitation for possible claims against the TKS**

Claims by the party to the contract in compliance with §§ 651c – 651f BGB (German Civil Code) must be made to the TKS within one month after the conclusion of a trip as stated in the contract. It should be pointed out that claims in compliance with §§ 651c-651f of the BGB (German Civil Code) cannot be made after a period of six months after the conclusion of the trip as stated in the contract.

**10. Final clause** The ineffectiveness of individual requirements of the travel contract, including the above General Terms and Conditions, does not affect the validity of the remaining regulations.