

General terms of the TKS for Package Deals

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

Organiser

BAMBERG Tourismus & Kongress Service (TKS) is the organiser of the package deals.

1. Conclusion of the package travel contract, obligation of the customer

1.1. The following applies to all booking methods: a) The basis of the offer from TKS and the customer's booking are the travel description and the additional information from TKS for the respective trip, insofar as these are available to the customer at the time of booking. b) If the content of the travel confirmation from TKS deviates from the content of the booking, a new offer from TKS is available, to which TKS is bound for a period of 10 days. The contract is concluded on the basis of this new offer, insofar as TKS has pointed out the change with regard to the new offer and has fulfilled its pre-contractual information obligations and the customer declares acceptance within the commitment period of TKS by means of an express declaration or a down payment. c) The pre-contractual information provided by TKS about essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (according to Article 250 § 3 Number 1, 3 to 5 and 7 EGBGB) are only then not Part of the package travel contract, insofar as this has been expressly agreed between the parties.

1.2. The following applies to bookings made verbally, by telephone, in writing, by e-mail or by fax: a) Bookings (except verbal and telephone) should be made using the TKS booking form (in the case of e-mails, by sending the completed and signed form booking form attached). With the booking, the customer makes a binding offer to TKS to conclude the package travel contract. The customer is bound to the booking for 8 calendar days. b) The contract is concluded upon receipt of the travel confirmation (declaration of acceptance) by TKS. At or immediately after the conclusion of the contract, TKS will send the customer a travel confirmation in text form that corresponds to the legal requirements for its content, unless the traveler is entitled to a travel confirmation in paper form in accordance with Art. 250 Section 6 Para. (1) Clause 2 EGBGB, because the contract was concluded in the simultaneous physical presence of both parties or outside of business premises. c) If TKS makes a binding and specific offer with services, prices and travel period to the customer, possibly after prior consultation with the customer about his wishes, the contract is concluded in deviation from the above provisions because the customer accepts this offer without accepts extensions, restrictions or other changes in the form and period specified by TKS. In this case, the contract comes into effect upon receipt of the customer's declaration of acceptance at TKS. TKS will inform the customer of the receipt of the declaration of acceptance. However, the legally binding nature of the contract is independent of whether the customer receives this notification. 1.3. For bookings in electronic business transactions (e.g. Internet, app, telemedia), the following applies to the conclusion of the contract: a) The electronic booking process is explained to the customer in the corresponding TKS application. b) The customer has a corresponding correction option available to correct his entries, to delete or to reset the entire booking form, the use of which is explained. c) The contractual languages offered for carrying out the online booking are specified. Only the German language is legally relevant. d) If the text of the contract is saved by TKS in the online booking system, the informed the customer about this and about the possibility of retrieving the contract text at a later date. e) By pressing the button (button) "book with obligation to pay", the customer makes a binding offer to TKS to conclude the package travel contract. The customer is bound to this contract offer for 8 calendar days after the electronic declaration has been sent. f) The customer is informed of the receipt of his booking immediately confirmed electronically. g) The transmission of the booking by pressing the button "book with obligation to pay" does not justify the customer's claim to the conclusion of a package travel contract in accordance with his booking details. Rather, TKS is free to decide whether or not to accept the customer's contract offer h) The contract is concluded when the customer receives the travel confirmation from TKS. i) If the travel confirmation is issued immediately after the customer has made the booking by

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pressing the "Book with obligation to pay" button, the travel confirmation is displayed directly on the screen (booking in real time), come on The package travel contract comes into effect upon receipt and display of this travel confirmation on the customer's screen without the need for an interim notification of receipt of his booking in accordance with f). Insofar as the customer is offered the option of storing it on a permanent data medium and printing out the travel confirmation. However, the binding nature of the package travel contract does not depend on the customer actually using these storage or printing options. TKS will also send the customer a copy of the travel confirmation in text form. 1.4. The TKS points out that according to the statutory provisions (§§ 312 Para. 7, 312g Para. 2 Sentence 1 No. 9 BGB) for package travel contracts according to § 651a and § 651c BGB, which are sold at a distance (letters, catalogues, telephone calls, faxes, e-mails as well as radio, telemedia and online services) have been concluded, there is no right of withdrawal, but only the statutory rights of withdrawal and termination, in particular the right of withdrawal in accordance with Section 651h BGB (see also Section 5). However, there is a right of withdrawal if the contract for travel services according to § 651a BGB has been concluded outside of business premises, unless the oral negotiations on which the conclusion of the contract is based were conducted on the consumer's previous order; in the latter case, there is also no right of withdrawal.

2. Payment

2.1. TKS and the travel agent may only request or accept payments of the travel price before the end of the package tour if there is an effective customer money protection contract and the customer has been given the security certificate with the name and contact details of the customer money insurer in a clear, understandable and highlighted manner. After conclusion of the contract, a deposit of 20% of the total travel price is due upon delivery of the security certificate. The remaining amount is due for payment no later than two weeks before the start of the trip. For bookings made less than 14 days before the start of the trip, the entire travel price is due for payment immediately. 2.2. If the customer does not pay the travel price according to the agreed due dates, although TKS is willing and able to provide the contractual services properly, has fulfilled its legal information obligations and the customer has no legal or contractual right of retention, TKS is entitled to withdraw from the package travel contract after a reminder with a deadline and to charge the customer with cancellation costs in accordance with Section 5.

3. Changes to the content of the contract before the start of the trip that do not affect the travel price

3.1. Deviations of essential characteristics of travel services from the agreed content of the package travel contract, which become necessary after conclusion of the contract and were not brought about by TKS in bad faith, must be reported to TKS before the start of the trip permitted as long as the deviations are insignificant and do not affect the overall layout of the trip. 3.2. TKS is obliged to inform the customer about service changes immediately after becoming aware of the reason for the change on a durable medium (e.g. also by email, SMS or voice message) in a clear, understandable and prominent manner. 3.3. In the event of a significant change in an essential feature of a travel service or a deviation from the customer's special requirements that have become part of the package travel contract, the customer is entitled, within a reasonable period of time set by TKS at the same time as notification of the change, to either accept the change or have it canceled free of charge by the customer withdraw from the package travel contract. If the customer does not expressly declare his withdrawal from the package travel contract within the period set by TKS, the change shall be deemed to have been accepted. 3.4. Any warranty claims remain unaffected insofar as the changed services are defective. If TKS had lower costs for the implementation of the changed trip or a possibly offered replacement trip of equivalent quality at the same price, the difference is to be reimbursed to the customer in accordance with § 651m Para. 2 BGB.

4. Price increase, price reduction

4.1. In accordance with § 651f, 651g BGB and the following regulations, TKS reserves the right to increase the travel price agreed in the package travel contract if an increase in taxes and other charges for agreed travel services, such as tourism taxes and other fees, has a direct effect on the travel price. 4.2. An increase in the travel price is only permissible if TKS informs the traveler in text form in a clear and understandable

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manner about the price increase and the reasons for it, and in so doing informs them of the calculation of the price increase. 4.3. The price increase is calculated as follows: If taxes and other charges increase in accordance with 4.1, the travel price can be increased by the corresponding proportionate amount. 4.4. TKS is obliged to grant the customer/traveller a reduction in the travel price at his request if and to the extent that the taxes or duties mentioned in 4.1 have changed after the conclusion of the contract and before the start of the trip and this leads to lower costs for TKS. If the customer/traveller has paid more than the amount owed hereafter, the excess amount must be reimbursed by TKS. However, TKS may deduct the administrative expenses actually incurred by TKS from the additional amount to be reimbursed. At the request of the customer/traveller, TKS must provide evidence of the amount of administrative expenses incurred. 4.5. Price increases are only permitted if received by the customer up to the 20th day before the start of the trip. 4.6. In the case of price increases of more than 8%, the customer is entitled to either accept the change or withdraw from the package travel contract free of charge within a reasonable period set by TKS at the same time as notification of the price increase. If the customer does not expressly declare his withdrawal from the package travel contract within the period set by TKS, the change shall be deemed to have been accepted.

5. Withdrawal by the customer before the start of the trip / cancellation costs

5.1. The customer can withdraw from the package travel contract at any time before the start of the trip. The withdrawal must be declared to the TKS at the address Geyerswörthstraße 5, 96047 Bamberg, Tel.: 0951 / 2976 200 email info@bamberg.info. The customer is strongly recommended to declare the withdrawal in text form, stating the booking number. 5.2. If the customer withdraws before the start of the trip or if he does not start the trip, TKS loses the right to the travel price. Instead, TKS can demand appropriate compensation if it is not responsible for the withdrawal or if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity that significantly affect the execution of the package tour or the transport of people to the destination; Circumstances are unavoidable and extraordinary if they are not under the control of TKS and their consequences could not have been avoided even if all reasonable precautions had been taken. 5.3. TKS has determined the following flat-rate compensation, taking into account the period between the declaration of cancellation and the start of the trip and taking into account the expected savings in expenses and the expected purchase through other uses of the travel services. Compensation will be calculated as follows based on the respective cancellation scale after receipt of the declaration of withdrawal: The flat-rate compensation amounts to: • Up to 31 days before the start of the trip: 20% of the travel price • From 30 to 15 days before the start of the trip: 40% of the travel price • From 14 days up to 4 calendar days before the start of travel: 80% of the travel price • From 3 calendar days before the start of travel: 90% of the travel price 5.4. In any case, the customer is at liberty to prove to TKS that TKS has suffered no damage at all or a significantly lower damage than the flat-rate compensation demanded by TKS. 5.5. TKS reserves the right to demand higher, specific compensation instead of the above flat rates if TKS can prove that TKS incurred significantly higher expenses than the applicable flat rates. In this case, TKS is obliged to specifically quantify and document the compensation requested, taking into account the expenses saved and any other use of the travel services. 5.6. If TKS is obliged to reimburse the travel price as a result of a withdrawal, it must do so immediately, but in any case within 14 days of receipt of the declaration of withdrawal. 5.7. The legal right of the customer, according to § 651 e BGB, to demand from TKS by notification on a durable medium that a third party takes over the rights and obligations from the package travel contract in his stead remains unaffected by the above conditions. Such a declaration is in any case timely if it is received by TKS 7 days before the start of the journey. 5.8. It is strongly recommended that you take out travel cancellation insurance and insurance to cover repatriation costs in the event of an accident or illness.

6. Rebookings

6.1. Rebooking requests by the customer that are made up to 3 calendar days before the start of the trip can only be carried out after withdrawal from the package travel contract in accordance with Section 5 of the Conditions and simultaneous new registration, provided that they can be carried out at all. This does not apply to rebooking requests that only cause minor costs. A processing fee of €15 per person, will be charged

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for the rebooking of package tours that have been confirmed as binding. If a rebooking is not possible, the regulations according to Section 5 apply.

7. Withdrawal due to failure to reach the number of participants

7.1. If a minimum number of participants is not reached, the TKS can withdraw in accordance with the following regulations: a) The minimum number of participants and the latest date of receipt of the TKS' declaration of withdrawal from the customer must be specified in the respective pre-contractual information. b) TKS must state the minimum number of participants and the latest cancellation period in the travel confirmation. c) TKS is obliged to notify the customer of the cancellation of the trip immediately if it is certain that the trip will not take place because the minimum number of participants has not been reached. d) Cancellation by TKS later than 6 weeks before the start of the trip is not permitted. 7.2. If the trip is not carried out for this reason, the customer will receive back payments made on the travel price immediately, Section 5.6. Shall apply accordingly. **8. Termination for behavioral reasons**

8.1. TKS can terminate the package travel contract without notice if the traveler causes persistent disruption despite a warning from TKS or if he behaves in breach of contract to such an extent that immediate cancellation of the contract is justified. This does not apply insofar as the breach of contract is caused by a violation of the information obligations of TKS. 8.2. If TKS cancels, TKS retains the right to the travel price; however, TKS must allow the value of the expenses saved as well as those benefits that TKS obtains from other uses of the unused service to be credited, including the amounts credited by the service providers.

9. Obligations of the customer/traveller

9.1. Travel documents The customer must inform TKS if he does not receive the necessary travel documents (e.g. hotel voucher) within the period specified by TKS. 9.2. Notification of defects / request for remedy a) If the trip is not provided free of travel defects, the traveler can request remedy. b) Insofar as TKS was unable to remedy the situation as a result of culpable omission to report the defect, the traveler cannot assert any reduction claims under Section 651m BGB or claims for damages under Section 651n BGB. c) The traveler is obligated to notify the TKS representative on site immediately of his notification of defects. If a representative of TKS is not available on site and is not contractually owed, any travel deficiencies must be reported to TKS at the notified contact point of TKS; The travel confirmation informs about the accessibility of the TKS representative or his contact point on site. However, the traveler can also bring the notice of defects to the attention of his travel agent, through whom he booked the package tour. d) The TKS representative is instructed to remedy the situation if this is possible. However, he is not authorized to recognize claims. 9.3. Setting a deadline before termination If the customer/traveller wishes to terminate the package travel contract due to a travel defect of the type described in Section 651i (2) BGB, if it is significant, in accordance with Section 651l BGB, he must first set TKS a reasonable period of time to remedy the situation. This does not apply if TKS refuses to remedy the situation or if immediate remedy is necessary.

10. Limitation of Liability

10.1. The contractual liability of TKS for damage that does not result from injury to life, limb or health and was not caused culpably is limited to three times the travel price. Claims that go beyond this remain unaffected by this limitation of liability. 10.2. TKS is not liable for service disruptions, personal injury and damage to property in connection with services that are only brokered as third-party services (e.g. brokered excursions, sporting events, visits to the theater, exhibitions) if these services are expressly stated in the travel description and the travel confirmation, stating the identity and address of the mediated contractual partner as external services were clearly marked so that they are not part of the TKS package tour for the traveler and were selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this. However, TKS is liable if and to the extent that damage to the traveler is caused by a breach of TKS's obligation to provide information, provide information or organize itself.

11. Assertion of claims, addressee

Claims according to Section 651i Paragraph (3) No. 2, 4-7 BGB must be asserted by the customer/traveller against TKS. An assertion in text form is recommended.

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12. Alternative Dispute Resolution, Choice of Law and Venue

12.1. With regard to the Consumer Dispute Settlement Act, TKS points out that TKS does not participate in voluntary consumer dispute settlement. If consumer dispute resolution becomes obligatory for TKS after these travel conditions have been printed, TKS will inform the consumer of this in a suitable form. TKS refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all travel contracts concluded in electronic legal transactions. 12.2. For customers/travellers who are not members of a member state of the European Union or Swiss citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the customer/traveller and TKS. Such customers/travellers can only sue TKS at its registered office. 12.3. For lawsuits brought by TKS against customers or contractual partners of the package travel contract who are merchants, legal entities under public or private law or persons who have their domicile or habitual abode abroad or whose domicile or habitual abode is not known at the time the lawsuit is filed, the registered office of TKS is agreed as the place of jurisdiction.