

## General travel conditions for day trips

### Preamble

Welcome to Swabian Travel!

Our travel conditions inform you about the services we provide, what the company stands for as well as your obligations towards us. In addition to the legal provisions set out in travel agreement law in Sections 631 et seq. the following travel conditions are agreed between you as traveler and Swabian Travel as your tour operator:

### 1. Conclusion of travel agreement

**1.1.** Upon your travel registration (booking) you as a customer offer us as your tour operator the conclusion of a binding travel agreement.

**1.2.** Your travel registration may be made in writing, verbally, by telephone or electronically (via e-mail or Internet booking machine).

**1.3.** The travel agreement is concluded upon acceptance by Swabian Travel (booking confirmation). Acceptance does not require any particular form.

**1.4.** Travel registration is made for you and all participants listed in the registration.

**1.5.** If our registration declaration or booking confirmation deviates from the content of your registration, a new offer shall be available from us which Swabian Travel is bound to for 10 days from receipt of confirmation. You may either expressly accept the new offer within that period or by conclusive declaration (by payment of the tour price, for example).

**1.6.** Upon acceptance, the itinerary of the respective trip, general travel conditions and the supplementary information of Swabian Travel become part of the agreement.

### 2. Data protection

We commit ourselves to the confidential treatment of personal data and to a limitation to actions that comply with legal requirements of the Federal Data Protection Act (BDSG) and Basic Data Protection Ordinance (DSGVO).

### 3. Content of travel agreement and contractually agreed services

**3.1.** The content of the travel agreement reflects your booking and our booking confirmation.

**3.2.** Any amending or supplementary agreements to the individual services listed in the invitation to tender and to travel conditions are expressly subject to written agreement with Swabian Travel. Travel agencies are not authorized to make assurances or amend or supplement agreements that deviate from the content of the invitation to tender or the travel conditions.

#### **4. Secured payment certificate, down payment and payment of tour**

**4.1.** In the event of travel services being cancelled due to Swabian Travel's inability to pay or insolvency, the reimbursement of the paid travel price shall be covered by the travel price secured payment certificate in accordance with § 651r German Civil Code (BGB). For day trips, this is a voluntary benefit offered by SwabianTravel. We will be glad to send you the secured payment certificate on request.

**4.2.** Payment for the day trips becomes due upon booking.

**4.3.** Without full payment, customers have no claim to the travel service by Swabian Travel, even if due date prerequisites of the travel price are complied with.

**4.4.** If, by the start of the tour and in accordance with agreed due date payment, the tour price has not been paid in full in spite of a reasonable deadline being set, Swabian Travel shall be entitled to withdraw from the travel agreement and demand compensation in keeping with statutory provisions pursuant to § 323 German Civil Code.

**4.5.** Cancellation compensation, processing and rebooking fees as well as insurance premiums are due immediately upon occurring.

**4.6.** Payments may be made via PayPal and its payment options. In individual cases payment by bank transfer is possible.

#### **5. Withdrawal, cancelation, rebooking and additional costs**

**5.1.** The booked day trip may neither be canceled nor rebooked. This does not affect, however, your right to cancel for good cause nor your right to cancel in accordance with § 323 German Civil Code (BGB).

**5.2.** Swabian Travel may demand reimbursement of additional charges for contractual services (e.g. change of reservation or ticket due to incorrect name details) incurred during the preparation or execution of the trip which you are responsible and attributable to customers.

## **6. Transfer of travel agreement**

**6.1.** While you may transfer your booked trip to another participant (third party), Swabian Travel must be advised of this change immediately i.e. no later than 1 day before the start of the trip. Decisive for compliance with the deadline shall be receipt date of your declaration by Swabian Travel.

**6.2.** Information of transfer must be provided on a permanent data carrier, e.g. by email or letter.

**6.3.** Swabian Travel may object to the third party if the party does not fulfil contractual travel requirements.

**6.4.** If a third party enters into the agreement, both customers and their substitute shall be jointly and severally liable for the travel price and additional costs incurred by the third party.

## **7. Withdrawal and termination by Swabian Travel**

**7.1.** Swabian Travel may terminate a travel agreement without notice if customers or their fellow travelers, to the extent customers are responsible for their fellow travelers' contractual obligations, permanently disrupt the execution of the trip irrespective of warnings by Swabian Travel or in the event of any behavior that is strongly contrary to the travel agreement (disrupter). Should Swabian Travel terminate a trip, the company shall reserve the right to claim the tour price. The value of any saved expenses and benefits obtained from other non-used services, however, shall be credited to customers including possible reimbursements by service providers.

**7.2.** Swabian Travel may withdraw from the travel contract up to 48 hours before the start of a day trip, if a minimum number of participants, subject to trip description for the relevant journey, has not been reached. Swabian Travel is obliged to inform customers immediately on becoming aware of a valid trip cancellation if either a minimum number of participants is not reached, in a case of force majeure or upon a significant change in the tour's management.

**7.3.** Swabian Travel reserves the right to cancel trips due to bad weather conditions, even at short notice, should trip conditions turn out to be more difficult or even impossible. In such case, customers are entitled to reimbursement of the tour price or may participate in a substitute event. Customers, however, do not have a right to the originally booked tour being carried out.

## **8. Exclusion of revocation right**

The right of revocation is excluded. Even as consumers, customers are not entitled to a right of revocation.

## **9. Liability of Swabian Travel**

**9.1.** Swabian Travel shall be liable for damages to life, body and/or health resulting from a breach of duty by us and our representatives or vicarious agents.

**9.2.** Swabian Travel shall only be liable for remaining damages if these are due to an intentional or grossly negligent breach of duty by the company, its representatives or vicarious agents. In the event of breaches of duty by simple, non-executive vicarious agents, liability shall be limited to foreseeable damages typical for this type of contract.

**9.3.** In the event of slight negligence, Swabian Travel shall only be liable if an essential contractual obligation (cardinal obligation) is breached. In cases of liability arising from slight negligence, such liability shall be limited to damages that are foreseeable or typical.

**9.4.** Further liability is excluded.

## **10. Non-assignment clause**

Any assignment of customers' claims against Swabian Travel is excluded. This non-assignment clause applies to all claims arising from the travel agreement and related to it, as well as claims arising from unlawful acts and unjustified enrichment. Judicial assertion of the aforementioned claims by third parties in their own name shall also be inadmissible.

## **11. Invalidity of individual provisions**

If individual provisions of the contractual relationship including these General Terms and Conditions should be invalid, the validity of the remaining provisions shall be unaffected.

## **12. Applicable law and place of jurisdiction**

**20.1.** The language of the travel agreement is German.

**20.2.** The law of the Federal Republic of Germany shall apply exclusively. Neither the UN Convention on Contracts for the International Sale of Goods nor German international private law shall apply.

**20.3.** If customers are merchants, legal entities under public law or a special fund under public law, or if customers do not have a general place of residence in Germany, the exclusive place of jurisdiction for all claims arising from or in connection with the contractual relationship shall be the registered office of Swabian Travel.

### **13. Settlement of consumer disputes**

Swabian Travel does not participate in dispute settlement proceedings before consumer arbitration bodies. Nevertheless, we are obliged to draw your attention to Online Dispute Settlement Platform (OS platform), valid throughout the EU:

<https://ec.europa.eu/consumers/odr/>

**Status: March 2019**