

Conditions of travel for packages provided by GLC Glücksburg Consulting AG from 1 July 2018

Dear Traveller,

Please study the following conditions of travel **carefully**. These conditions of travel are, once formally agreed, part of the package travel contract to be concluded between the customer or traveller (hereinafter 'the Traveller') and GLC Glücksburg Consulting AG, ARELIA-Haus, Albert-Einstein-Ring 5, 22761 Hamburg (hereinafter 'GLC') for contracts concluded on or after 1 July 2018. They supplement the statutory provisions of Section 651a–y BGB German Civil Code as well as Articles 250 and 252 EGBGB Introductory Act to the German Civil Code. **These conditions of travel apply exclusively to GLC's packages. They do not apply to the retail of third-party services (such as guided tours and admission tickets) or to contracts for or the arrangement of accommodation services.**

1. Conclusion of travel contract, Traveller's obligations

1.1. The following applies to all booking methods:

a) GLC's offer in Spreewald and the Traveller's booking are based on the package advertising and the additional information provided by GLC for the package concerned if available to the Traveller at the time of booking.

b) Should the content of GLC's travel confirmation differ from the content of the booking, this shall constitute a new offer to which GLC shall be bound for a period of ten (10) days. The contract shall be concluded based on this new offer, assuming GLC has drawn attention to the difference(s) in the new offer and fulfilled its pre-contractual information obligations, and the Traveller has explicitly declared acceptance to the tour organizer or done so by paying a deposit within the binding period.

c) The pre-contractual information provided by the tour organizer regarding the essential characteristics of the travel services, the package price and all additional costs, the payment terms, the minimum number of participants, and the cancellation fees (pursuant to Article 250(3), nos. 1, 3–5 and 7 EGBGB) shall only be excluded from the package travel contract if expressly agreed between the parties.

d) The Traveller shall be liable for all contractual obligations of co-travellers whose booking has been made by the Traveller, as well as for his or her own obligations, insofar as he or she has accepted this obligation by express and separate declaration.

1.2. The following applies to bookings made verbally, by telephone, in writing, by email or by fax:

a) By making the booking, the Traveller makes a binding offer to GLC to conclude a package travel contract. The Traveller is bound to the booking for **four (4) working days**.

b) The contract is concluded upon receipt of the travel confirmation (declaration of acceptance) by GLC. Upon conclusion of the contract (or without delay thereafter), GLC will send the Traveller travel confirmation whose content meets the statutory requirements on a durable medium (e.g. on paper or by email to enable the Traveller to keep or save the declaration unaltered so that it is accessible to the Traveller for a reasonable period of time) unless the Traveller is entitled to receive a hard copy of travel confirmation pursuant to Art. 250, Section 6(1), sentence 2 EGBGB because the contract was

concluded with the simultaneous physical presence of both parties or outside business premises.

1.3. GLC wishes to point out that according to the statutory regulations (Sections 312(7), 312g(2), sentence 1, no. 9 BGB), no right to revocation applies to package travel contracts as defined by Sections 651a and 651c BGB concluded by means of distance sales (letters, catalogues, telephone calls, telexcopies, emails, messages sent as text messages (SMS) as well as radio, telemedia and online services). Instead, only the statutory rights of withdrawal and termination apply, in particular the right of withdrawal pursuant to Section 651h BGB (see also Section 4 of these conditions of travel). However, the right to revocation exists if the contract for travel services has pursuant to Section 651a BGB been concluded outside business premises, unless any oral negotiations on which the conclusion of the contract is based have been conducted on the consumer's previous order, in which case there is no right to revocation.

1.4. If the GLC provides the traveler with a daily or multi-day package which took a considerable amount of work to put together, it will charge a fee of € 25.00 plus VAT for this service, should the traveler not book the offered programme. In case of a binding booking, this amount will not be charged. The above mentioned service fee is charged per offer.

2. Payment

2.1. GLC and travel agents may only demand, or accept, payments towards the travel price prior to the end of the package if they are covered by insolvency insurance to protect travellers' payments and if they have provided the traveller with a risk coverage certificate showing the name and contact details of the insolvency insurer clearly and comprehensibly. After the conclusion of the contract, the deposit of 20% of the travel price is payable in return for the receipt of the risk coverage certificate. As stated in the booking confirmation, the outstanding payment is due at the latest 14 days before the start of the trip, provided that the risk coverage certificate has been issued and the package can no longer be cancelled for the reason stated in Section 8. For bookings made less than **30 days** prior to departure, the total price of the package is payable immediately.

2.2. Notwithstanding the provisions in Section 2.1. of these conditions of travel, the issue of a

risk coverage certificate as a condition of payment shall not apply if the package offer does not include transport to or from the place of performance of the package travel services, and, notwithstanding Section 2.1., it is agreed and stated in the confirmation of travel that the total travel price is payable at the end of the stay without a prior deposit after the end of the package.

2.3. If the Traveller fails to pay the deposit and/or the remaining amount by the times agreed, even though GLC is prepared and in a position to properly deliver the contractual services, has met its legal obligations to provide information, and no statutory or contractual right of retention exists on the part of the Traveller, GLC is entitled to withdraw from the package travel contract after issuing a reminder stipulating a deadline, and to debit the Traveller with withdrawal costs pursuant to Section 4.

3. Changes to the content of the contract prior to departure not affecting the package price

3.1. Prior to departure, GLC is permitted to amend essential characteristics of travel services from the agreed content of the package travel contract if this becomes necessary after the conclusion of the contract and are not brought about by GLC in bad faith, as long as these changes are insignificant and do not affect the overall structure or nature of the package.

3.2. GLC is obliged to notify the Traveller of any amendments to services in a clear, understandable manner on a durable medium (e.g. by email, text message or voice message) without delay after having itself become aware of the reason for such changes.

3.3. In the event of a material change to an essential characteristic of a travel service or deviation from special instructions of the Traveller which have been included in the package travel contract, the Traveller shall be entitled to either accept the change or to withdraw from the package travel contract free of charge within a reasonable time limit set by GLC upon notification of said change. If the Traveller does not expressly declare his or her withdrawal from the package travel contract within the deadline set by GLC, the change shall be deemed to have been accepted.

3.4. Any warranty claims shall not be prejudiced if the changed services are flawed. If GLC incurs lower costs for executing the altered tour or for organizing a replacement tour of the

same quality for the same price, in accordance with Section 651m(2) BGB, the Traveller is to be refunded the difference.

4. Withdrawal by the Traveller; booking alterations

4.1. The Traveller may withdraw from the package travel contract at any time prior to departure. Withdrawal must be declared to **GLC** at the address given below. If the package has been booked through a travel agent, withdrawal can also be declared to the agent. We recommend that travellers declare withdrawal **in writing**.

4.2. If the Traveller withdraws before the start of the package, or does not commence the package, the tour organizer shall lose the right to be paid the tour price. Instead, the tour organizer may claim appropriate compensation provided that the tour organizer is not responsible for withdrawal or if exceptional circumstances prevail at or in the immediate vicinity of the destination which significantly impair the execution of the package or the transport of persons to the destination; circumstances shall be deemed unavoidable and exceptional if they are beyond the control of the tour organizer and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3. **GLC** has specified the following levels of compensation taking into account the period between the declaration of withdrawal and departure as well as the expected savings of expenses and the gain to be expected by using the travel services in other ways. Compensation is calculated as follows based on the date of receipt of notice of withdrawal:

- a) **Until 31 days prior to departure: 25% of the package price**
- b) **Until 21 days prior to departure: 50% of the package price**
- c) **Until 11 days prior to departure: 80% of the package price**
- d) **Thereafter until departure and for no-shows: 90% of the package price**

4.4. The Traveller shall still be free to prove to **GLC** that **GLC** has incurred no loss at all or a significantly smaller loss than the compensation claimed by **GLC**.

4.5. **GLC** reserves the right to demand higher compensation reflecting its actual loss instead of the above lump sums if **GLC** can prove that it has incurred significantly higher expenses than the applicable lump sum. In this case, **GLC** shall be obliged to provide precise figures and substantiation of the compensation claimed taking into account the expenses saved and the use of the travel services in other ways.

4.6. If the tour organizer is obliged to reimburse the package price due to withdrawal, the tour organizer must reimburse payment without delay and no later than 14 days after receipt of notice of withdrawal.

4.7. The Traveller's statutory right to demand that a third party be permitted to enter into the rights and obligations arising from the package travel contract in lieu of the Traveller pursuant to Section 651e BGB by means of notification on a durable medium remains unaffected by the above conditions. Such notification shall be deemed timely if received by the tour organizer seven days prior to departure.

4.8. If, at the request of the Traveller, changes are made after the conclusion of the contract with regard to the travel date, accommodation, type of catering or other services (booking alterations), **GLC** is entitled to charge a fee for booking changes of €25.00 per person up to 31 days before departure, assuming these alterations are possible. The Traveller has no legal claim to such alterations. Changes to the booking can only be made subsequently if the Traveller withdraws from the package travel contract and makes a new booking in accordance with the above conditions of withdrawal. This does not apply to requests for changes which only cause minor costs, or if the change is necessary because **GLC** failed to provide the Traveller with sufficient, correct pre-contractual information pursuant to Art. 250, Section 3 EGBGB.

4.9. Travel cancellation insurance and insurance covering the costs of repatriation in the event of an accident or illness are strongly recommended.

5. Traveller's obligations

5.1. Travel documents: The Traveller is required to inform **GLC** or the travel agent through whom the package was booked if the necessary travel documents (e.g. hotel voucher, other vouchers) are not received within the period stipulated by **GLC**.

5.2. Notice of defects, request for remedy:

a) If the tour is not provided free of travel defects, the Traveller shall be entitled to demand remedy.

b) If **GLC** was unable to remedy the situation as a result of the Traveller having negligently failed to submit notice of defects, the Traveller may not assert claims for a price reduction pursuant to Section 651m BGB or claims for damages pursuant to Section 651n BGB.

c) The Traveller is obliged to notify the local representative of **GLC** of any defects that may have arisen without delay. If a representative of **GLC** is not present locally and is not contractually obliged to be so, any travel defects are to be reported to **GLC** at **GLC's** contact address as indicated (travel confirmation must include details of the availability of **GLC's** representative and its local point of contact). However, notice of defects may also be submitted to the travel agent through whom the package was booked.

d) **GLC's** representative is instructed to remedy the situation if possible but is not authorized to recognize claims.

5.3. Setting a deadline before termination: If the Traveller wishes to terminate the package travel contract due to a defect of the kind described in Section 651i(2) BGB, or insofar as it is material, pursuant to Section 651l BGB, he or she must first set **GLC** a reasonable deadline for remedy. Exceptions shall only be made if **GLC** refuses to remedy the defect or if immediate remedy is necessary.

6. Traveller's special obligations regarding packages with medical services, spa treatments and wellness activities

6.1. In the case of packages which include medical services, spa treatments, wellness activities or comparable services, Travellers are responsible for finding out for themselves before booking, prior to departure and prior to availing themselves of such services whether the treatments or services concerned are suitable for them taking into account their personal constitution, in particular any existing complaints or illnesses.

6.2. **GLC** shall not be liable to provide any specific medical information or caution (especially such geared to the needs of the respective Traveller) regarding the consequences, risks or side-effects of such services without express agreement to this effect.

6.3. The above provisions apply regardless of whether **GLC** is merely a retailer of such services or whether they are part of the travel services.

7. Limitation of liability

7.1. With the exception of loss or damage due to injury to life, body or health or caused culpably, the contractual liability of **GLC** for loss or damage shall be limited to three times the package price.

7.2. **GLC** shall not be held liable for any disruptions to services, personal injury or damage to property with respect to services which are merely sold as external services (e.g. arranged excursions, sports events, theatre visits, exhibitions) if these services were expressly and clearly identified as external services in the package advertising and the booking confirmation together with the identity and address of the contractual partner, so that the Traveller could clearly recognize them as not being part of **GLC's** package and selected them separately. Sections 651b, 651c, 651w and 651y BGB shall remain unaffected by this.

7.3. However, **GLC** shall be held liable if, and to the extent that, the Traveller has suffered loss or damage due to **GLC** violating its obligations to provide advice and information or carry out its organizational duties.

7.4. Insofar as services such as medical treatment, therapy, massages, or other therapeutic applications or services are not part of **GLC's** travel package and are merely sold by **GLC** in addition to the package booked in accordance with Section 7.2., **GLC** shall accept no liability

for the provision of such services, or for personal injury or loss or damage to property. Liability arising from the agency relationship shall remain unaffected by this. Insofar as such services are part of the travel services rendered, **GLC** shall not be held liable for the success of treatment.

8. Withdrawal by GLC owing to failure to reach the minimum number of participants

8.1. If the minimum number of participants is not reached, **GLC** may withdraw in accordance with the following provisions:

- a) The minimum number of participants and the last possible date for the receipt by the Traveller of **GLC's** withdrawal must be stated in the respective pre-contractual information.
- b) **GLC** must indicate the minimum number of participants and the deadline for withdrawal in its confirmation of travel.
- c) **GLC** is obliged to notify the Traveller without delay of the cancellation of the trip if it emerges that the minimum number of participants has not been reached.
- d) **GLC** may not withdraw later than 14 days before departure.

8.2. If the package is not carried out for this reason, the Traveller shall be reimbursed the amounts paid towards it without delay. Section 4.6. shall apply accordingly.

9. Unclaimed services

If the Traveller does not use individual travel services due to premature departure, illness, or for other reasons for which **GLC** cannot be held

responsible, travellers will not have any claim to pro-rata reimbursement for such unused services. However, **GLC** will attempt to obtain a refund from providers of third-party services if the amounts involved are not insignificant and will refund the corresponding sums to the Traveller as soon and insofar as such amounts have actually been reimbursed to **GLC** by the individual service providers.

10. Choice of law and jurisdiction; consumer dispute resolution

10.1. For travellers who are not nationals of a Member State of the European Union or are not Swiss nationals, the exclusive application of German law is agreed for the entire legal and contractual relationship between the Traveller and **GLC**. Such travellers may sue **GLC** only where its registered office is located.

10.2. For lawsuits initiated by **GLC** against travellers or parties to the package travel contract who are merchants, legal entities under public or private law, or persons whose domicile or usual place of residence is located outside Germany, or whose domicile or usual place of residence is unknown at the time the lawsuit is filed, the place of jurisdiction shall be the place where **GLC's** registered office is located.

10.3. With respect to the German Act on Dispute Resolution for Consumers, **GLC** wishes to point out that **GLC** does not participate in the voluntary resolution of disputes in consumer matters. **GLC** will advise consumers in an appropriate manner should the settlement of a consumer dispute become obligatory for **GLC** after

these Terms and Conditions for Travel Packages have gone to print. **GLC** would also like to draw attention to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> concerning all travel package contracts concluded online.

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