

Conditions of travel for package tour offers of Tripsdrill Natur-Resort GmbH

Dear Travel Guest,

We ask you to direct your **attention** to the following conditions of travel. These conditions of travel, provided effectively agreed, are the contents of the all-inclusive contract of travel established between the customer or travel guest - hereafter referred to as 'travel guest' and **Tripsdrill Natur-Resort GmbH** - hereafter abbreviated as '**TNRG**'. They supplement and complete the legal provisions provided by §§ 651a - y BGB (German Civil Code) as well as Articles 250 and 252 of the Introductory Act of the German Civil Code. **These conditions of travel apply exclusively to the all-inclusive package holidays of TNRG**

1. Concluding the contract of travel, obligations of the traveler

1.1 The following applies for all booking channels:

a) The tour description and supplementary information of **TNRG** for the respective journey form the **basis of the offer of TNRG and the booking of the traveler**, provided available to the traveler at the time of booking.

b) Travel agents and booking offices are not authorized by **TNRG** to reach agreements, give information or guarantees that alter the agreed content of the tour contract or exceed or contradict the contractually agreed services of **TNRG** respectively.

c) Statements in hotel guides and similar directories not published by **TNRG** are not binding for **TNRG** and their service obligation, provided not explicitly agreed with the traveler and included in the content of the service obligation of **TNRG**.

d) Should the content of the tour confirmation by **TNRG** deviate from the content of the booking, then this constitutes a new offer by **TNRG**, binding to **TNRG** for a period of 7 days. The contract is concluded on the basis of the new offer provided **TNRG** draws attention to the changes in respect of the new offer and their pre-contractual obligations to provide information are fulfilled and the traveler declares their acceptance by expressed agreement or by an advance payment to **TNRG**.

e) The pre-contractual information provided by the tour operator on the main services included in the tour package, the price of the tour and all additional costs, the method of payment, the minimum number of tour participants and the cancellation charges (pursuant to art. 250 § 3 number 1, 3 to 5 and 7 of the Introductory Act of the German Civil Code) are only then not a component part of the tour package contract when agreed specifically between the parties.

f) The traveler is liable for all contractual obligations of for accompanying parties included in the booking as well as their own, provided the appropriate obligations are accepted and especially and separately stated.

1.2. The following applies to a booking concluded verbally, by telephone, in writing, per email, SMS or telefax:

a) With the booking the traveler offers **TNRG** the binding conclusion of the package holiday. The traveler is bound to the booking for 7 days.

b) The contract is concluded with receipt of the travel confirmation (acceptance declaration) by **TNRG**. **TNRG** provides the traveler with an appropriate booking confirmation in compliance with legal requirements on a durable data media (which enables the traveler to keep or to store in such a way that the declaration remains unaltered and accessible within an appropriate period of time, e.g. on paper or per email) without undue delay after concluding the contract, unless the traveler has a claim to a booking confirmation in paper form pursuant to art. 250 § 6 para. (1) sentence 2 Introductory Act German Civil Code, as the contract was concluded in the physical presence of both parties or outside business premises.

1.3. For bookings in electronic business transactions (e.g. internet, app, telemedia) the following applies for the conclusion of the contract:

a) **TNRG** explains the procedure of the electronic booking in the respective application to the traveler.

b) The traveler is provided with an option to correct,

delete or reset the entire booking form with a respective explanation for the option.

c) The contract languages available for concluding the online booking are specified. Legally decisive is the German language exclusively.

d) Should the contract text of **TNRG** be stored in the online system, then the traveler is notified and advised of the option for a later retrieval of the contract text.

e) By pressing the button (push button) 'book with obligation to pay' the traveler offers **TNRG** the binding conclusion of the package holiday. The traveler is bound to the contractual offer for 7 days after sending the electronic declaration.

f) The traveler receives an immediate electronic response confirming the receipt of the booking.

g) Transmitting the booking by clicking the button 'book with obligation to pay' does not substantiate a claim for the traveler for the realization of a package holiday contract according to their booking details. Instead it is the decision of **TNRG** to accept the contractual offer of the traveler or not.

h) The contract is concluded on receipt of the booking confirmation by the traveler from **TNRG**.

i) Should the booking confirmation be completed directly after conclusion of the booking by the traveler clicking the button 'book with obligation to pay' with an immediate display of the booking confirmation on the screen (booking in real time), then the package tour contract is concluded on the screen without the requirement of an interim message confirming the receipt of the booking pursuant to f), provided the traveler is offered the possibility of storing and printing the booking confirmation on a durable data media. The obligations of the package tour contract is however not dependent on the traveler actually making use of this possibility of storage or printing. **TNRG** is to transmit a version of the booking confirmation to the traveler in text form.

1.4. **TNRG** advises that no right of revocation applies pursuant to the legal provisions (§§ 312 para 7, 312g para 2 sentence 1 Nr. 9 German Civil Code), but only the legal rights of withdrawal and cancellation, especially the right of withdrawal pursuant to § 651h German Civil Code (see here also section 4), to package tour contracts pursuant to § 651a and § 651c German Civil Code concluded by distance selling (letters, catalogues, telephone calls, teletype, emails or messages (SMS) sent by mobile services as well as radio, telemedia and online services). The right of revocation applies however should the contract be concluded on tour services pursuant to § 651a German Civil Code outside of business premises, unless the verbal agreement providing the basis for concluding the contract is initiated on the basis of a prior instruction of the customer; then no right of revocation exists either in this case.

2. Payment

2.1. **TNRG** and travel agents may only request or accept payments of the tour price before the completion of the package tour when an effective customer payment protection guarantee exists and the traveler is provided with a guarantee certificate with names and contact details of the guarantor in a manner that is clear, understandable and emphasized. The payment is due 30 days before the date of travel on condition the guarantee certificate is provided.

2.2. The issue of a guarantee certificate as a prerequisite for the payment due is not required in deviation to the provisions in section 2.1 when the

package tour offer does not include transportation to and/or from the place of the where the package tour/travel services commence, and in deviation from section 2.1 agreed and noted in the booking confirmation, that the total tour price is due without the prior provision of an advance payment on completion of the tour at the end of the stay.

2.3. Should the traveler not make an advance payment and/or the remaining balance of the agreed payment due although **TNRG** is prepared to provide the proper provision of the contractual services and is a position to fulfill the legal requirements relating to the provision of information and no legal and contractual right of retention applies to the traveler, then **TNRG** is entitled to withdraw from the package tour contract after providing notification with a notice period in a reminder and to charge the traveler with cancellation costs pursuant to section 4.

3. Arrival and departure, accommodation; accompanying pets

3.1. The arrival of the guest is possible from 14:00 hrs and extends to 19:30 hrs at the latest without any further specific agreement, and 16:30 hrs in the winter months from November to March. Should a later arrival be the case then arrangements for the provisions of keys may be made.

3.2. The vacating of accommodation is to take place at the agreed time without any separate agreement by 11:00 hrs at the latest on the day of departure. Should the accommodation not be vacated as arranged then Tripsdrill is entitled to demand an appropriate additional payment. The assertion of further compensation is at the discretion of Tripsdrill.

3.3. Occupation of the accommodation booked is only permitted by the contractually agreed number of persons. Should the occupation of the accommodation exceed the number of persons then Tripsdrill is entitled after providing notification with a notice period in a reminder to demand or arrange for the surplus persons leave, to terminate the rental contract either ordinarily or extraordinarily and to demand additional payment appropriate to the period of over-occupation.

3.4. Accompanying house pets of any kind are not permitted in principle. **TNRG** is entitled to retain the performance of services and the occupation of the accommodation and to an extraordinary termination of the package tour contract should infringements occur in this regard.

4. Cancellation by the traveler

4.1. The traveler may withdraw from the package tour contract at any time before commencing the journey. The traveler is to notify **TNRG** of the cancellation at the afore/below mentioned address given. Should the journey be booked through a tour operator then the cancellation may be notified to the tour operator. The customer is advised to make notification in text form.

4.2. Should the customer cancel before commencing the journey or not start the journey, then the tour operator foregoes the claim to the tour price. **TNRG** is alternatively able to demand appropriate compensation, provided the cancellation is not caused by **TNRG** or caused by extraordinary circumstances appearing at the destination or in its immediate surroundings which substantially impair the conduct of the package tour or the transportation of persons to the destination; the circumstances are unavoidable and extraordinary should they not be subject to the control of the tour

operator and it is not possible for the consequences to be avoided after taking all reasonable precautionary measures.

4.3. TNRG provides the following fixed compensation rates taking into consideration the period elapsing between the notification of cancellation and the commencement of the journey as well as taking into consideration the expected savings in expenditure and the expected procurement of other uses for the tour services. Compensation is calculated after taking into account the time of receipt of the cancellation notification as follows with the applicable cancellation rates:

80 % of the tour price is due from 13th day before starting the journey

4.4. The traveler is free in any case to prove to **TNRG** that **TNRG** suffers no or substantially lower damage than the fixed amount of compensation demanded by **TNRG**.

4.5. TNRG reserves the right to demand a higher, specific compensation than the pending flat rate, provided **TNRG** proves that **TNRG** suffers a substantially higher cost than the respective applicable flat rate. **TNRG** is then obliged to clearly describe and prove that the compensation required takes into account the costs saved and any other uses of the travel services.

4.6. Should **TNRG** be obliged as a consequence of the cancellation to reimburse the tour price, the reimbursement is due without delay and in any case within 14 days of receipt of the cancellation notification.

4.7. The legal right of the customer to require **TNRG** to provide notification on a durable data media pursuant to § 651e German Civil Code that to a third party is to assume the rights and obligations arising out of the package tour contract is not affected by the aforementioned conditions. A statement in this regard is considered sufficient when received by **TNRG** within 7 days before starting the journey.

4.8. Arranging travel cancellation insurance as well as insurance to cover return transportation costs in case of accident or sickness is highly recommended.

5. Obligations of the traveler

5.1. Notification of defects / demand for remedy:

a) Should the journey be not without defects, then the traveler is able to demand remedy.

b) Should **TNRG** not be in a position to provide remedy as a consequence of culpable failure regarding the notification of defects, then the traveler is neither able to assert mitigating claims pursuant to § 651m German Civil Code nor a claim for damages pursuant to § 651n German Civil Code.

c) The traveler is obliged to notify the local representative of **TNRG** of the defects without delay. Should a local representative of **TNRG** be unavailable and contractually not liable, then any tour defects are to be notified to **TNRG** through the **TNRG** contact provided; the traveler is provided with details of the availability of the **TNRG** representative or their local contact in the tour confirmation. The traveler however is also entitled to notify their relevant tour operator of the defects.

d) The **TNRG** representative is authorized to arrange a remedy provided this is possible. The representative is however not authorized to accept claims.

5.2. Notice of cancellation: Should the traveler wish to cancel the package tour contract due to a tour deficiency as described in § 651i para. (2) German Civil Code and provided of sufficient substance pursuant to § 651l German Civil Code, then the traveler is to provide **TNRG** with an appropriate period of notice for the performance of the remedy. This does not apply should the remedy be declined by **TNRG** or should an immediate remedy be required.

6. Limitation of liability

6.1. The contractual liability of **TNRG** for damage not arising from claims of injury to life, body or health and not arising from culpable negligence is limited to three times the tour price.

6.2. TNRG is not liable for disruptions to the services, damage to persons and objects associated with services provided by third parties (e.g. arrangements for excursions, sport events, theatre visits, exhibitions), provided these services are expressly described clearly as such in the tour information and the confirmation and the details of identity and address of the contractual partner as a third party service and recognizable to the traveler as not constituting a part of the **TNRG** package tour and are selected separately. §§ 651b, 651c, 651w and 651y German Civil Code remain unaffected in this regard.

7. Unused services

Should the traveler not make use of individual tour services as a consequence of an early return journey due to sickness or for other reasons unassociated with **TNRG**, then the traveler acquires no claim to a proportional refund. **TNRG** however is to make every effort in regard to the service provider to obtain an appropriate refund and payment to the traveler, provided the amounts are not superficial, as soon as and provided the individual service provider actually refunds **TNRG** with the amounts.

8. Assertion of claims, addressee

Claims pursuant to § 651i para. (3) Nr. 2, 4-7 German Civil Code are to be asserted by the customer/traveler against **TNRG**. Claims may also be asserted through the tour operator when the package tour is booked through that tour operator. The contractual claims listed in § 651i para. (3) German Civil Code expire within two years. The limitation of claims begins on the day the journey contractually is to end. It is recommended that a claim be submitted in text form.

9. Place and choice of legal jurisdiction; information on consumer arbitration

9.1. The entire legal and contractual relationship between the traveler and **TNRG** is entirely governed by the jurisdiction of German law for travelers who are not members of the member states of the European Union or Swiss citizens. These travelers may only take legal proceedings against **TNRG** at the main place of business of **TNRG**.

9.2. Legal proceedings by **TNRG** against travelers or contractual partners of the tour contract, business persons, legal persons of public or private law or persons having their place of domicile or usual residence abroad, or where their domicile or usual residence is unknown at the time of initiating legal proceedings, have the main place of business of **TNRG** as their place of legal jurisdiction.

9.3. TNRG points out that in regard to the law of consumer arbitration that **TNRG** does not participate in voluntary consumer arbitration. Should consumer arbitration participation become obligatory for **TNRG** after publishing these travel conditions, then the consumer is notified by **TNRG** in an appropriate manner. **TNRG** refers all tour contracts concluded by means of electronic legal communication to the European online arbitration platform <http://ec.europa.eu/consumers/odr/>.

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