

Standard form for providing the traveller with information on package travel in accordance with Section 651a of the BGB [German Civil Code].

The combination of travel services offered to you constitutes package travel within the meaning of Directive (EU) 2015/2302.

The following applies for day trips costing more than 500 euros: The combination of travel services offered to you constitutes a day trip that, according to the provisions of the German Civil Code, is treated as a package within the meaning of Directive (EU) 2015/2302.

You may therefore claim all EU rights that apply to package travel. Leipzig Tourismus und Marketing GmbH bears full responsibility for the proper performance of the entire travel package.

Additionally, as required by law, Leipzig Tourismus und Marketing GmbH has safeguards in place to refund your payments and, where transport is included in the package travel, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302:

- Travellers shall receive all essential information about the package travel before concluding the package-travel contract.
- There is always at least one trader liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a point of contact where they can get in touch with the travel organiser or the travel agency.
- Travellers may transfer the package travel to another person, upon reasonable notice and possibly subject to additional costs.
- The price of the package travel may only be increased if specific costs increase (for example, fuel prices) and if this is expressly provided for in the contract, and in any event no later than 20 days before the start of the package travel. Where the price increase exceeds 8 % of the price of the package travel, the traveller may withdraw from the contract. Where the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may withdraw from the contract without paying any cancellation fee and will receive a full refund of all payments if any of the essential elements of the package travel, other than the price, is changed significantly. If, before the start of the package, the trader responsible for the travel package cancels the package, travellers are entitled to a refund and, where appropriate, to compensation.
- Prior to the start of the package travel, travellers may withdraw from the contract without paying any cancellation fee in the event of exceptional circumstances, such as if there are serious security problems at the destination that are likely to affect the package travel.
- Additionally, travellers may withdraw from the contract, at any time before the start of the package, in return for an appropriate and justifiable cancellation fee.
- If, after the start of the package, significant elements of the package travel cannot be provided as agreed, suitable alternative arrangements shall be offered to the traveller at no extra cost. Travellers may withdraw from the contract without paying any cancellation fee (this is called the right of "*Kündigung*" ["Cancellation"] within the Federal Republic of Germany) if services are not performed in accordance with the contract and this substantially affects the performance of the contractual package-travel services and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The travel organiser shall provide assistance if the traveller is in difficulty.
- If the travel organiser or, in some Member States, the travel agent becomes insolvent, payments will be refunded. If the travel organiser or, where applicable, the travel agent becomes insolvent after the start of the package travel, and if transport is included in the package travel, repatriation of the travellers is guaranteed. Leipzig Tourismus und Marketing GmbH has taken out insolvency protection with HanseMercur Reiseversicherung AG (Siegfried-Wedells-Platz 1, 20354 Hamburg, Germany, tel.: + 49(0)40/53799360, info@hansemur.de). Travellers may contact this insurance company if they are denied services due to the insolvency of Leipzig Tourismus und Marketing GmbH.

Terms and Conditions of Travel for Leipzig Tourismus GmbH package offers from 01/07/2018

Dear traveller,

Please **read** the following Terms and Conditions of Travel **with care**. These Terms and Conditions of Travel, to the extent that such have been effectively agreed, shall form the subject matter of the package-travel contract between the customer or traveller – hereinafter referred to as the “Traveller” – and Leipzig Tourismus und Marketing GmbH, hereinafter referred to as “**LTM**”, where concluded on 01/07/2018 or thereafter. They complement and complete the statutory regulations of Sections 651a–y of the BGB [German Civil Code] and Articles 250 and 252 of the EGBGB [Introductory Act to the German Civil Code]. **These Terms and Conditions of Travel apply solely for LTM travel packages. They shall apply neither for the brokerage of third-party services (e.g., guided tours and entrance tickets) nor for contracts for accommodation services or their brokerage.**

1. Conclusion of the travel contract, obligations of the Traveller

1.1. The following shall apply for all booking channels:

a) The travel bid and the supplementary information provided by **LTM** form the **basis of LTM’s offer and the booking** made by the traveller with regard to the respective travel to the extent that they are available to the traveller at the time of booking.

b) **Travel agents and booking centres are not authorised** by **LTM** to enter into agreements, provide information or offer assurances that alter the agreed content of the travel contract, exceed the scope of the travel bid or the contractually agreed services of **LTM**, or are contrary to such.

c) **Information in hotel guides and similar directories** that are not published by **LTM** are non-binding for **LTM** and its obligation to perform, insofar as these have not been made an integral part of the service obligation of **LTM** by explicit agreement.

d) If the content of the booking confirmation issued by **LTM** differs from the content of the booking, this shall constitute a new offer from **LTM**. The contract shall come into effect on the basis of that new offer provided **LTM** has pointed out the changes in the new offer and has met its obligation to provide precontractual information and the Traveller has expressly declared his/her acceptance of this new offer to the travel organiser.

e) Only to the extent expressly agreed between the parties will the precontractual information provided by the organiser on the essential characteristics of the travel services, the price of travel and all additional costs, the payment methods, the minimum number of participants and the cancellation fees (pursuant to Art. 250 Section 3 nos. 1, 3–5 and 7 of the EGBGB) not become an integral part of the package-travel contract.

f) The Traveller shall be liable for all contractual obligations of fellow travellers for

whom he/she has made the booking, as well as for his/her own, insofar as he/she has assumed such an obligation by means of an explicit and separate declaration.

1.2. The following applies for the booking, which can be made verbally, by phone, in writing, by e-mail or by fax:

a) By booking, the Traveller bindingly offers to conclude a package-travel contract with **LTM**.

b) The contract comes into effect on receipt of the booking confirmation (declaration of acceptance) from **LTM**. Upon conclusion of the package-travel contract, or immediately thereafter, **LTM** shall provide the Traveller with a legally compliant booking confirmation on a durable medium (which enables the traveller to keep or save the unaltered declaration in such a way that he/she has access to it within a reasonable period of time, such as on paper or by e-mail), unless the Traveller is entitled to a hard copy of the booking confirmation pursuant to Art. 250, Section 6(1), Sent. 2 of the EGBGB, due to the fact that the contract was concluded in the simultaneous physical presence of both parties or away from business premises.

c) Where **LTM** submits a specific offer at the Traveller’s request, this shall constitute a binding offer by **LTM** to enter into a contract with the Traveller by way of derogation from the aforementioned regulations. In this case, the contract shall come into effect without the necessity for confirmation by **LTM** (which is however usually provided) if the customer accepts this offer within a period stipulated in the offer, where applicable, without any restrictions, alterations or additions by way of explicit declaration, down payment, payment of the balance and use of the travel services.

1.3. For e-commerce bookings (e.g., by Internet, app or telemedia), the following shall apply to the conclusion of the con-

tract:

a) The electronic booking procedure shall be explained to the traveller in the relevant **LTM** application.

b) The traveller has the option – the use of which shall be explained to him/her – of correcting the details provided by him/her or of deleting or resetting the entire booking form.

c) The contractual languages available for making the online booking are specified. The German language has sole legal authority.

d) Insofar as the wording of the contract is stored by **LTM** in the online booking system, the Traveller shall be informed of this and of the option available to him/her to retrieve the text of the contract at a later stage.

e) By pressing the “Book with obligation to pay” button, the traveller bindingly offers to enter into the package-travel contract with **LTM**.

f) The traveller shall receive an immediate electronic confirmation of the receipt of his/her booking.

g) Submitting the booking by pressing the “Book with obligation to pay” button shall not constitute the basis for a claim on the part of the traveller to the conclusion of a package-travel contract according to his/her booking details. Rather, **LTM** is at liberty to decide whether or not to accept the Traveller’s offer to enter into a contract.

h) The contract shall come into effect on receipt of the booking confirmation from **LTM** by the Traveller.

i) If the travel confirmation is displayed to the traveller on the computer screen immediately after the traveller has made the booking by clicking on the “Book with obligation to pay” button (real-time booking), the package-travel contract shall come into effect on the receipt and display of this travel confirmation on the Traveller’s screen without the need for interim notification of the receipt of

his/her booking as set forth in f) above, insofar as the traveller has the option to save the travel confirmation on a durable medium and print it out. The package-travel contract shall, however, still be binding, irrespective of whether the traveller actually uses these storage or printing options. **LTM** shall also provide the traveller with a copy of the travel confirmation in text form.

1.4. **LTM** points out that, according to statutory regulations (Section 312(7), Section 312g(2), Sent. 1, No. 9 of the BGB), no right of cancellation exists for package-travel contracts pursuant to Section 651a and Section 651c BGB that have been concluded by means of distance selling (such as letters, catalogues, telephone calls, faxes, e-mails, text messages sent via the mobile telephone service (SMS) as well as radio, teledmedia and online services); only the statutory rights of withdrawal and termination, in particular the right of withdrawal pursuant to Section 651h BGB (see also Section 5), applies in these cases. A right of cancellation shall exist, however, where the contract for travel services pursuant to Section 651a of the BGB has been concluded away from business premises, unless the verbal negotiations providing the basis for concluding the contract were conducted based on a previous order on the part of the consumer; a right of cancellation does not exist in the latter case either.

2. Payment

2.1. **LTM** and travel agents may only demand or accept payments towards the price of travel before the travel package has ended if a valid contract safeguarding the Traveller's money is in effect and the guarantee certificate, on which the name and contact details of the financial guarantor are stated in a clear, comprehensible and prominent manner, has been given to the Traveller. Upon conclusion of the contract, a down payment of 20% of the total travel price is payable on delivery of the guarantee certificate. Payment of the balance is due 30 days before the start of travel, provided the guarantee certificate has been handed over and the package can no longer be cancelled for the reason stated in Section 8. For bookings made fewer than 30 days before the start of travel, the total package price is immediately payable.

2.2. By way of derogation from the provisions of Section 2.1, the handover of a guarantee certificate as a prerequisite for payment being due is not required where the package offer does not contain any transfer to and/or from the place of performance of the package/travel services and if, by way of derogation from Section 2.1, it has been agreed and noted in the booking confirmation that the total price of travel is due for payment without prior down payment upon completion of the travel package at the end of the stay.

2.3. Where the traveller fails to make a down payment and/or pay the balance on the agreed due dates, although **LTM** is willing and able to provide the contractual services and has fulfilled its statutory obligations to provide information, and the Traveller has no statutory or contractual right to withhold payment, **LTM** shall be entitled to withdraw from the package-travel contract after issuing a reminder specifying a deadline and to charge the Traveller withdrawal fees in accordance with Section 5.

3. Alterations to contractual content before the start of travel that do not concern the price of travel

3.1. **LTM** is permitted to make alterations to the essential characteristics of travel services from the agreed content of the package-travel contract that become necessary subsequent to the conclusion of the contract and have not been caused by **LTM** in bad faith, insofar as the deviations are insubstantial and do not affect the overall nature of the package.

3.2. **LTM** is obliged to inform the Traveller in a clear, comprehensible and prominent manner, on a durable medium (including by e-mail, SMS or voice message), of any alterations to the services immediately upon becoming aware of the reason for change.

3.3. In the event of a substantial alteration to an essential characteristic of a travel service, or a deviation from special requests by the Traveller that have become an integral part of the package-travel contract, the Traveller is entitled to either accept the alteration or cancel the package-travel contract at no cost within a reasonable period set by **LTM** on providing notification of the alteration. If the Traveller fails to expressly declare to **LTM** his/her withdrawal from the package-

travel contract within the period set by **LTM**, the alteration shall be deemed accepted.

3.4. Potential guarantee claims remain unaffected insofar as the altered services are defective. Where **LTM** has incurred lesser costs for conducting the altered package or, where offered, a replacement package with the same characteristics at the same price, the difference shall be refunded to the customer pursuant to Section 651m(2) of the BGB.

4. Price increase; price reduction

4.1. **LTM** reserves the right, in accordance with Sections 651f and 651 g of the BGB and the following provisions, to increase the package price agreed in the package-travel contract if

a) an increase in the cost of carrying passengers as a result of higher costs of fuel or other energy sources,
b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, harbour or airport taxes, or
c) an exchange rate fluctuation relating to the particular package travel have a direct impact on the price of travel.

4.2. An increase of the package price is only permissible if **LTM** has informed the traveller clearly and comprehensibly in text form of the price increase and the reasons for it, including a calculation of the price increase.

4.3. The price increase is calculated as follows:

a) In the event of an increase in the cost of carrying passengers as per Section 4.1.a), **LTM** may increase the price of travel on the basis of the following calculation:

- For a price increase relating to a seat, **LTM** may demand the amount of the increase from the customer.
- The additional costs of carriage charged by the carrier per means of transport shall otherwise be divided by the number of seats available in the agreed means of transport. **LTM** may demand that the customer pay the resulting increase for the individual seat.

b) The price of travel may be increased by the corresponding proportionate amount in the event of an increase in taxes or other charges as per Section 4.1.b).

c) In the event of an exchange-rate increase as per Section 4.1.c), the price of travel may be increased to the extent to which the travel becomes more expensive

for **LTM**.

4.4. **LTM is obliged** to grant the customer/Traveller a reduction of the price of travel upon request, if and to the extent that the prices, taxes or exchange rates specified in Section 4.1 have changed after the contract was concluded and before the start of the package, and this results in lower costs for **LTM**. Where the customer/Traveller has paid more than the amount owed on this basis, **LTM** shall refund the additional amount. **LTM** may, however, deduct administrative expenses actually incurred by **LTM** from the refundable amount. **LTM** shall provide evidence to the customer/Traveller, upon his/her request, of the amount of administrative expenses incurred.

4.5. **Price increases are only permissible if notified to the Traveller no later than 20 days before the start of the package.**

4.6. Where price increases exceed 8%, the traveller is entitled to either accept the price change or withdraw from the package-travel contract at no cost within a reasonable period set by **LTM** on providing notification of the price increase. If the customer fails to expressly declare to **LTM** his/her withdrawal from the package travel contract within the period set by **LTM**, the price change shall be deemed accepted.

5. Cancellation by the traveller, change of booking

5.1. The traveller may withdraw from the package-travel contract at any time before the start of travel. Notice of withdrawal shall be sent to **LTM** at the above/below address. Where the package has been booked through a travel agent, notice of withdrawal may also be given to that travel agent. The customer is advised to declare his/her withdrawal in text form.

5.2. Where the customer withdraws the contract before the start of the package or does not start the journey, the travel organiser loses its claim to the package price. In lieu thereof, the organiser may demand reasonable compensation for damages provided it is not responsible for the cancellation or in the event of extraordinary circumstances at the place of destination or in its immediate vicinity that would have a significant negative impact on conducting the package travel or the carrying of passengers to the place

of destination; circumstances are deemed unavoidable and extraordinary if they are not under the travel organiser's control and their consequences could not have been avoided even if all reasonable measures had been taken.

5.3. **LTM** has determined the following lump-sum compensation taking into account the period between notification of withdrawal and the start of travel and taking into account the expected costs savings and the expected income from the alternative use of the travel services. The amount of compensation shall be calculated on the basis of the respective cancellation-fee scale according to the date on which the notice of withdrawal was received, as follows:

- a) **by the 31st day before the start of travel: 10% of the price of travel**
- b) **from the 30th to the 21st day before the start of travel: 20% of the price of travel**
- c) **from the 20th to the 12th day before the start of travel: 40% of the price of travel**
- d) **from the 11th to the 03rd day before the start of travel: 60% of the price of travel**
- e) **up to 3 days before start of package and for no-shows: 90% of the price of travel**

5.4. **The Traveller is strongly advised to take out travel-cancellation insurance and insurance to cover repatriation costs in the event of an accident or illness.**

5.5. The traveller is in all events at liberty to prove to **LTM** that **LTM** incurred no damages or incurred considerably lower damages than the amount of lump-sum compensation demanded.

5.6. Instead of the aforementioned lump-sum compensation, **LTM** reserves the right to demand a higher, specific amount of compensation, provided **LTM** can prove that **LTM** incurred expenses significantly greater than the applicable lump sums in each case. In this case, **LTM** is obliged to provide specific figures and evidence for the compensation demanded, taking into account the cost savings and any alternative use of the travel services.

5.7. If the travel organiser is obliged to reimburse the price of travel as the result of cancellation, it shall reimburse such costs without undue delay and in any event no later than 14 days of receipt of the notice of cancellation.

5.8. The statutory right of the customer, pursuant to Section 651e of the BGB, to require of the travel organiser, by means of notification on a durable medium, that a third party take over his/her rights and duties under the package-travel contract shall remain unaffected by the aforementioned provisions. Such a declaration shall in all events be deemed to be in good time if received by the organiser 7 days before the start of travel.

5.9. After the contact has been concluded, if, at the request of the Traveller, alterations are made regarding the dates of travel, accommodation, hotel board options or other services (change-of-booking changes), **LTM** may charge a change fee of 25.00 euros up the 31st day before the start of travel without the Traveller being legally entitled to change the booking and only where this is at all possible. Later booking changes are only possible by cancelling the travel contract and rebooking in accordance with the aforementioned terms and conditions of cancellation. This shall not apply for desired booking changes that incur only insignificant costs or if the change of booking is necessary because **LTM** has provided the Traveller with inadequate or incorrect pre-contractual information, or no information at all, pursuant to Art. 250, Section 3 of the EGBGB.

5.10. **The Traveller is strongly advised to take out travel-cancellation insurance and insurance to cover repatriation costs in the event of an accident or illness.**

6. Duties of the Traveller

6.1. Travel documents: The customer shall inform **LTM** or its travel agent through which he/she booked the travel package if he/she has not received the necessary travel documents (e.g., hotel voucher, other vouchers) within the time limit specified by **LTM**.

6.2. Notification of deficiencies / request for remedy:

- a) If the travel package is deficient in any way, the traveller may demand remedy.
- b) Where **LTM** has been unable to remedy the situation due to a culpable failure to provide notification of deficiency, the traveller may claim neither a price reduction pursuant to Section 651m of the BGB nor compensation pursuant to Section 651n of the BGB.

c) The Traveller is obliged to report any deficiencies to the local representative of **LTM** without delay. If **LTM** has no local representative and such is not required by contract, **LTM** shall be notified of any travel deficiencies through the aforementioned point of contact of **LTM**; the traveller shall be informed of the availability of the representative of **LTM** or its local point of contact in the booking confirmation. The traveller may, however, also report the deficiencies to the travel agent through which he/she booked the travel package.

d) The representative of **LTM** is instructed to provide remedy where possible. However, the representative is not authorised to acknowledge any claims.

6.3. Time limit prior to termination: If the Traveller wishes to terminate the package-travel contract pursuant to Section 651l of the BGB due to a deficiency of a type referred to in Section 651i(2) of the BGB, where such is substantial, he/she shall first set **LTM** a reasonable period of time in which to provide a remedy. This shall not apply only where **LTM** refuses to provide remedy or where immediate remedy is required.

7. Limited liability

7.1. The contractual liability on the part of **LTM** for damages that do not result from loss of life, physical injury or damage to health and have not been caused culpably is limited to three times the price of travel.

7.2. **LTM** shall not be liable for disruptions to services, personal injury or material damages in connection with services that are merely brokered as third-party services (e.g., brokered excursions, sports events, theatre visits, exhibitions) if these services have been clearly and expressly identified as third-party services in the travel bid and the travel confirmation, clearly stating the identity and address of the brokered contract partner in such a way that it is recognisable to the traveller that these services are not an integral part of the **LTM** travel package and have been separately selected. Sections 651b, 651c, 651w and 651y BGB remain unaffected hereby.

7.3. **LTM** shall, however, be liable if and to the extent that the damage incurred by the Traveller was due to a breach, on the part of **LTM**, of obligations to notify or

inform, or of organisational duties.

8. Withdrawal by LTM due to failure to reach the minimum number of participants

8.1. Where it fails to reach the minimum number of participants, **LTM** may withdraw from the contract subject to the following regulations:

8.2. The minimum number of participants and the latest date by which the notice of cancellation from **LTM** must be received by the customer must be specified in the relevant precontractual information.

8.3. **LTM** shall specify the minimum number of participants and the latest date of withdrawal in the travel confirmation.

8.4. **LTM** is obliged to immediately notify the customer of the cancellation of the trip where it is established that the trip cannot take place due to a failure to reach the minimum number of participants.

8.5. Withdrawal by **LTM** later than 30 days before the start of travel is inadmissible.

8.6. If the trip cannot take place for this reason, the customer shall receive an immediate refund of any payments made towards the price of the package; Section 5.7 shall apply accordingly.

9. Unused services

If the traveller fails to use individual services as a result of having to return from the trip prematurely due to illness or other reasons for which **LTM** is not responsible, the traveller shall not be entitled to a pro-rata refund. Where the amounts involved are substantial, **LTM** shall, however, endeavour to obtain a refund from the service provider and shall reimburse the traveller accordingly as soon as and to the extent that such costs are effectively reimbursed to **LTM** by the individual service providers.

10. Choice of law and place of jurisdiction; information on consumer dispute resolution

10.1. With regard to Travellers who are not citizens of a Member State of the European Union or Switzerland, German law is agreed to apply exclusively for the entire legal and contractual relationship between the Traveller and **LTM**. Such Travellers may only bring legal action against **LTM** at the place where the latter has its registered office.

10.2. For claims on the part of **LTM** against

Travellers or partners to the travel contract who are merchants, legal entities under public or private law or persons whose place of residence or normal place of abode is abroad, or whose place of residence or normal place of abode is unknown at the time the action is brought, the jurisdiction is agreed to be that of the registered office of **LTM**.

10.3. With regard to the law on consumer dispute resolution, **LTM** points out that **LTM** does not participate in voluntary consumer dispute resolution. Should **LTM** become obliged to participate in consumer dispute resolution after these Terms and Conditions of Travel have gone to press, **LTM** shall inform the consumers of this in an appropriate manner. **LTM** refers consumers to the European Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> for all travel contracts concluded by way of an electronic legal transaction.

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