

# **General Terms and Conditions for travel services concerning package deals of Hannover Marketing und Tourismus GmbH**

## **1 | Scope of application – subject matter of contract**

1.1 The following General Terms and Conditions (hereinafter referred to as GTC) are applicable to the rendering of travel services under the contract between Hannover Marketing und Tourismus GmbH, Vahrenwalder Str. 7, 30165 Hannover, Germany (hereinafter referred to as HMTG) and the customer(s) booking a trip with HMTG (hereinafter referred to as Customer).

1.2 The Customer's contractual partner is:

Hannover Marketing und Tourismus GmbH, Vahrenwalder Str. 7, 30165 Hannover

Managing Director: Hans Christian Nolte

Registered office: Hanover, Germany

Court of registry: Amtsgericht Hannover

Commercial register number: HRB 59223

1.3 These GTC of HMTG are applicable to both consumers and businesspersons, unless the respective clause differentiates between the two.

1.4 Consumers are defined in terms of these GTC pursuant to Section 13 of the German Civil Code (BGB) as natural persons, who conclude a legal transaction with HMTG for a purpose that can be attributed neither to their commercial nor to their self-employed professional occupation.

1.5 Businesspersons are defined in terms of these GTC pursuant to Section 14 of the German Civil Code (BGB) as natural or legal persons or partnerships with legal capacity, who, in concluding a legal transaction with HMTG, are acting in performance of their commercial or self-employed professional occupation. A partnership with legal capacity is defined as a partnership that has the capacity to acquire rights and enter into liabilities. A customer, who constitutes a public special fund, shall also be deemed a businessperson in this sense.

## **2 | Offer and contract conclusion**

2.1 The travel offers that are presented on the website with the URL <http://www.hannover-tourismus.de> and in catalogues/brochures of HMTG, do not constitute an offer for concluding a contract. The Customer, however, may make a binding offer for the conclusion of a contract to HMTG.

2.2 When using the website with the URL <http://www.hannover-tourismus.de>, the Customer places a binding offer and the contract is concluded in accordance with the following procedure: the

Customer chooses the desired travel services and the desired travel period. After clicking the "Details and Enquiries" button, the Customer is requested to enter his or her personal data. By clicking the "Enquiry" or "Make binding booking" button, the Customer makes an offer for concluding a binding contract. The Customer's offer is based on the services associated with the chosen travel as specified on the website with the URL <http://www.hannover-tourismus.de>. Until clicking the "Send" button, the Customer can correct his or her entries at any time by operating the mouse and keyboard in the usual manner. Furthermore, by clicking the back and forward buttons of the browser in use, the Customer can return to the respective previous page of the booking procedure. After clicking the "Send" button, correction of the entries is no longer possible. HMTG can accept the Customer's offer by sending a binding booking confirmation. An automatic response confirming receipt of the booking does not constitute acceptance of the Customer's offer. The contract is thus concluded by means of the Customer's offer and the acceptance of such offer by HMTG.

2.3 Alternatively, the Customer can also make a booking by usual means of correspondence (letter, facsimile, telephone, email). In the event that a booking is made via email, the Customer will receive an electronic confirmation that the booking was received without undue delay. Here, the declaration of acceptance does not require a specific form; oral confirmations and confirmations by telephone are also legally binding for the Customer and for HMTG.

2.4 The text of the contract is saved by HMTG, but is not accessible by the Customer. HMTG therefore recommends that Customers print the booking information for their own file.

2.5 The information specified on the website with the URL <http://www.hannover-tourismus.de> or in the brochures/catalogues of HMTG forms the exclusive basis of the services offered by HMTG. Any information in hotel guides or similar directories that were not published by HMTG are not binding for HMTG and its obligation to perform, unless these specifications were agreed expressly between the Customer and HMTG.

2.6 In the event that HMTG makes a special offer at the Customer's request, then this special offer shall, notwithstanding the above provisions, constitute a binding offer to conclude a contract by HMTG to the Customer. In this case, the contract comes into force without requiring another confirmation by HMTG if the Customer accepts this offer within a period that is likewise specified in the offer without making any entries or changes or amendments and by either an express declaration, a down payment, final payment or by availing him or herself of the travel services.

2.7 If the brochure, the travel documents or any of the other declarations expressly or clearly state third-party services to be brokered, HMTG only acts in the capacity of travel agent. In the case of these brokered travel services, HMTG's contractual liability as agent shall be excluded, unless intent or gross negligence are in evidence, material duties under the travel agent contract are affected or if warranted characteristics are lacking. Here, HMTG is in principle only liable for the agency, but not for the brokered services (see Sections 675, 631 of the German Civil Code (BGB)). This limitation

does not apply in cases of injury to travellers' life, limb or health.

2.8 The official languages of the contract are German and English.

### **3 | No right of withdrawal under distance selling contracts for travel services**

The right of withdrawal which consumers are generally entitled to when they conclude distance selling contracts, is, pursuant to Section 312g (2) Sentence 1 No. 9 of the German Civil Code (BGB), not applicable to services offered in the field of leisure activities if the contract provides that such services are rendered on a certain date or within a certain period. Due to the aforementioned statutory provision, the customer therefore has no right of withdrawal with regard to the travel services booked on the website with the URL <http://www.hannover-tourismus.de> or, if applicable, via telephone, letter, facsimile or email, based on offers in brochures/catalogues of HMTG and the corresponding distance selling contract.

### **4 | Services, changes to services**

4.1 The services offered by HMTG are based exclusively on the contents of the booking confirmation in connection with the underlying specifications of the respective package deal and on all the notes and explanations included in the information that forms the basis of the booking. To the extent that the Customer expresses special wishes when making the booking, such special wishes are not binding for HMTG, although HMTG will endeavour to meet these wishes.

4.2 Service providers, in particular companies offering accommodation, are not authorised to make promises or agreements that exceed or contradict the description of the travel or the booking confirmation or change the confirmed content of the travel contract.

4.3 Any material changes or amendments to the services specified in the description or to the travel conditions must be expressly agreed upon with HMTG.

4.4 Changes to or deviations of individual travel services from the contents of the travel contract that are required after conclusion of the contract and are not caused by HMTG in bad faith, are only admissible to the extent that such changes or deviations are not material and do not impact the overall design of the booked package deal. Any warranty claims that might exist shall remain unaffected to the extent that the changed service is defective.

4.5 HMTG shall be obliged to inform its Customers without undue delay on any changes to or deviations of the services. If applicable, HMTG shall offer the Customer a no fee rebooking or cancellation.

## **5 | Down payment/final payment**

5.1 The Customer is obliged to pay the agreed price for the booked travel services. All prices include the statutory VAT of the Federal Republic of Germany.

5.2 A down payment amounting to 10% of the total price shall be due upon contract conclusion against handover of a confirmation and a guarantee certificate. The down payment shall be offset against the price of the travel package.

5.3 The final payment shall be due no later than four (4) weeks before commencement of travel, provided the guarantee certificate has been handed over and unless another payment date was agreed in individual cases. In the event of bookings at short notice that are made later than four (4) weeks before commencement of travel, the total travel price is payable in one sum immediately.

5.4 The obligation to hand over a guarantee certificate does not apply if

- a) the travel has a duration of no more than 24 hours, does not include overnight stay and the price of the travel package does not exceed EUR 50.00 per person.
- b) the agreed travel services do not include transport from or to the travel destination or if it was agreed that the entire price of the travel package is only payable to HMTG or the accommodation after the travel or the end of the stay.

5.5 Provided that HMTG is prepared and able to render the contractually agreed services and the Customer fails to make the down payment or final payment or fails to make these payments in full at the agreed due dates, without there being a contractual or statutory right of retention, HMTG shall be entitled to withdraw from the contract after sending a reminder and setting a period for payment and to claim compensation from the Customer in the amount of the corresponding cancellation fee in accordance with item 8 of these GTC.

## **6 | Liability for defects**

6.1 HMTG shall be liable for travel defects in accordance with the statutory provisions.

6.2 The tour representative is not entitled to recognise any claims asserted by the Customer on the basis of warranty for defects.

6.3 HMTG does not give the Customer any guarantees as per the legal definition.

6.4 Claims due to defects come under the statute of limitations after one year, starting from the date on which the travel was scheduled to end as per the contract.

6.5 Item 7 of these GTC shall apply to claims for damages due to defect.

## **7 | Liability for damage**

7.1 The liability of HMTG for breach of contractual duties and tort shall be limited to intent and gross negligence. This does not apply to injury to life, limb or health of the traveller(s) and claims due to breach of material duties, i.e. duties that are based on the nature of the contract and duties, the violation of which endangers reaching the purpose of the contract. In this respect, HMTG shall be liable for every degree of fault.

7.2 To the extent that HMTG is liable for other damage due to the travel contract, the liability shall be limited to three times the price of the travel package. This limitation of liability shall apply even if the damage occurrence was caused by the fault of a service provider.

7.3 The contractual liability of HMTG shall be excluded entirely or limited to the extent that the liability of a service provider is likewise excluded or limited due to international treaties or statutory regulations that are based on such treaties that are applicable to the services to be rendered by such service provider.

7.4 HMTG shall be liable for claims for compensation of property damages based on tort that were not caused by intent or gross negligence up to an amount of EUR 4,100.00 per Customer and travel, or up to three times the amount of the price of the travel package if this exceeds EUR 4,100.00.

7.5 To the extent that liability for damage that is not based on injury to life, limb or health of the Customer is not excluded for ordinary negligence, such claims shall come under the statute of limitations after one year, starting from the date the claim came into existence.

## **8 | Withdrawal by the Customer/cancellation**

8.1 The Customer can withdraw from the contract at any time before commencement of travel by means of written declaration.

8.2 If the Customer withdraws from the contract, HMTG may request appropriate compensation for the preparation of the travel and expenses thus incurred. The cancellation compensation amounts to:

- up to the 31st day before commencement of travel 10%
- as from the 30th until the 21st day before commencement of travel 20%
- as from the 20th until the 12th day before commencement of travel 40%

- as from the 11th until the 3rd day before commencement of travel 60%
- as from the 3rd day before commencement of travel and failure to commence the travel 90% of the price of the travel package.

The Customer is free to provide evidence that HMTG did not suffer any or a lower damage.

8.3 Notwithstanding the above lump-sum compensations, HMTG reserves the right to demand higher, specific compensation of damages. In this case, HMTG shall be obliged to specify the exact amount of the requested compensation and evidence thereof, thereby accounting for any saved expenses and a potential other use of the travel services.

8.4 In the event that the Customer wishes to make modifications or change the booking after conclusion of the contract with respect to the travel dates, accommodation, type of board or other services, HMTG may request a lump-sum handling fee in the amount of EUR 15.00 if the modifications or booking changes are made, provided that HMTG does not provide evidence of a higher compensation request based on the respective information by the Customer, the amount of which is determined on the basis of the price of the travel package less the value of the expenses saved by HMTG and on the basis of the amount that HMTG can generate by using the travel services differently. The Customer only has a legal claim to the desired modifications or booking changes being carried out to the extent that the realisation is actually possible. Customers shall declare their wish to make modifications or change bookings by no later than the 31st day before commencement of travel. After this time, modifications and changes to bookings are only possible by withdrawal from the travel contract and rebooking in accordance with the cancellation provisions stated above. This does not apply to booking changes that incur only minor costs.

8.5 In the event of withdrawal and changes to bookings, any cost incurred in returning or changing booked admission tickets shall be paid separately together with the handling fee or cancellation compensation as per item 8.4, unless HMTG succeeds in using the tickets in another way.

8.6 Until commencement of travel the Customer may be replaced with a third party, provided that such third party meets the specific travel requirements and his or her participation does not conflict with statutory regulations or official orders and provided that we do not object to such participation for the aforementioned reasons. The Customer and the third party shall be jointly liable vis-à-vis HMTG for the price of the travel package. The Customer and the third party shall further be jointly liable vis-à-vis HMTG for any additional cost incurred by the third party's participation.

8.7 In the event that a travel is discontinued due to circumstances that lie within the responsibility of the Customer (e.g. illness), HMTG shall be obliged to achieve that service providers reimburse saved expenses and any proceeds generated from the utilisation of the services that were not used by the Customer. This shall not apply, if entirely immaterial services are concerned or if reimbursement conflicts with statutory provisions or provisions by the authorities.

## **9 | Withdrawal of travel organiser because the minimum number of participants was not reached**

9.1 HMTG shall be entitled to withdraw from the contract if the minimum number of participants as specified in the offer or travel confirmation is not reached. HMTG shall declare its withdrawal to the Customer before the remainder of the travel price falls due, but no later than the 14th day before the agreed commencement of travel. If it becomes apparent at an earlier date that the minimum number of participants cannot be reached, HMTG shall exercise its right of withdrawal without undue delay.

9.2 The Customer shall receive repayments of the price of the travel package already paid, unless he or she exercises his or her right to book another travel from the offering of HMTG with at least equal value.

## **10 | Termination due to force majeure and for reasons based on behaviour**

10.1 In the event that the travel is hampered, endangered or impaired significantly due to reasons of force majeure that were not foreseeable upon contract conclusion, the travel contract may be terminated by either party. Section 651j (2) of the German Civil Code (BGB) shall apply with regard to restitution.

10.2 HMTG is entitled to terminate the travel contract without observing a notice period if the Customer disturbs permanently despite a warning by HMTG or if the Customer behaves contrary to the contract to such an extent that the immediate annulment of the travel contract is justified. In case of such a termination, HMTG is still entitled to receive the price of the travel package; HMTG must, however, offset the value of the saved expenses and the advantages that were obtained from using the services that the Customer did not use otherwise, including any amounts credited to the Customer by the service providers.

## **11 | Required form of declarations**

Legally material declarations to be made by the Customer vis-à-vis HMTG or third parties must generally be made in writing, unless otherwise agreed or otherwise stipulated in these GTC.

## **12 | Data Protection Policy**

12.1 HMTG collects Customer or guest data for processing the contract. In doing so, HMTG observes, in particular, the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG).

12.2 HMTG stores the following data every time the website is accessed: name of the accessed website, file, date/time, transferred data amount, notification regarding successful access, browser type/version, operating system, previously visited sites and IP address. HMTG uses the aforementioned data for statistical purposes in connection with its offering.

12.3 Any data transmitted by Customers is stored for the purpose of processing enquiries or, where the booking of tourist services is concerned, to implement the contract, and such data is transmitted to the Service Provider for the purpose of processing the booking and the contract (e.g. payment, guarantee, contact data) and stored by the Service Provider for such purposes.

12.4 The IP address is stored if the Customer makes comments or other entries on the website. This has the purpose of facilitating the identification of any person responsible for illegal comments and/or entries on the website enabling third parties who are harmed by such illegal comments and/or entries to act. HMTG reserves the right to delete comments that are not to the point or unjustified, offending or discriminating or to make such comments invisible.

12.5 Any personal data provided by the Customer to HMTG will be used to reply to enquiries or process contracts and such data will only be forwarded or otherwise transmitted to third parties if this is required for the purpose of implementing the contract. HMTG would further like to notify the Customer of current offers in the future, unless it is discernible for HMTG that the Customer does not wish to receive such information. If the Customer does not wish to receive information, he or she may inform HMTG of such wish.

12.6 Online transmission of Customer data is effected via SSL encryption to ensure that Customer data cannot be accessed by unauthorised third parties during transmission.

12.7 HMTG is entitled to contact the Customer at any time on the basis of reports by the Service Provider to verify the correctness of the information.

12.8 If the Customer granted his or her consent to the storage of his or her personal data, the Customer has the right to revoke such consent at any time with prospective effect. The stored personal data is deleted when the Customer revokes his or her consent to such storage, if the data is no longer needed to fulfil the purpose for which it was stored or if the storage is inadmissible for any other legal reason. Data needed for invoicing and accounting is not affected by such a request to delete data.

12.9 HMTG shall inform the Customer and/or guest of any personal data stored upon such Customer's/guest's request. The request shall be addressed to: Hannover Marketing und Tourismus GmbH, Vahrenwalder Str. 7, 30165 Hannover

## **13 | Place of performance – choice of law – place of jurisdiction**



13.1 Unless otherwise provided for in the contract, the place of performance and payment shall be the registered office of HMTG. The statutory regulations regarding place of jurisdiction shall remain unaffected, unless the special provision in item 12.3 stipulates otherwise.

13.2 Only the laws of the Federal Republic of Germany are applicable. If the customer is a consumer, the mandatory provisions of the state where that customer has his or her usual abode remain unaffected thereby.

13.3 The court with competence for the registered office of HMTG shall be the exclusive place of jurisdiction for contracts with merchants, legal entities under public law and public special funds.

13.4 The remaining provisions of the contract shall not be affected in the event that individual provisions of this contract are invalid or conflict with legal provisions. The invalid provision shall be replaced in mutual agreement by the contractual parties with a legally valid provision that is as close as possible to the commercial intention and purpose of the invalid provision. The above provision shall apply correspondingly to loopholes. The German version of these GTC shall prevail.

## **14 | Final provisions**

14.1 Only the laws of the Federal Republic of German are applicable. If the Customer is a consumer, the mandatory provisions of the state where that Customer has his or her usual abode remain unaffected thereby.

14.2 The remaining provisions of the contract shall not be affected in the event that individual provisions of this contract are invalid or conflict with legal provisions.

The invalid provision shall be replaced in mutual agreement by the contracting parties with a legally valid provision that is as close as possible to the commercial intention and purpose of the invalid provision.

The above provision shall apply correspondingly to loopholes. The German version of these GTC shall prevail.

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User:

Hannover Marketing und Tourismus GmbH

Vahrenwalder Str. 7

30165 Hannover

CEO: Christian Katz

Seat of the company: Hannover

Registration court: Local Court Hannover

Commercial register No.: HRB 59223

For the whole current general terms and conditions visit: [www.visit-hannover.com/en/hmtg\\_agb](http://www.visit-hannover.com/en/hmtg_agb)