

Terms and Conditions of Travel for Package Services Offered by mainzplus CITYMARKETING GmbH

(valid for bookings from 01.07.2018)

Dear guest,

We ask you to read the following Terms and Conditions of Travel for package deals carefully. These Terms and Conditions of Travel are, to the extent that they apply effectively, an integral component of the travel contract which you – hereinafter “Traveller” or “Customer” – conclude with mainzplus CITYMARKETING GmbH, hereinafter shortened to “mainzplus”, as the tour organiser from the 01.07.2018 onward. The Terms and Conditions of Travel apply exclusively to the package deals offered by mainzplus. They do not apply to the provision of third-party services (such as guided tours and admission tickets) and not to contracts for accommodation services or their procurement. They supplement the statutory provisions of Sections 651a – y of the German Civil Code (BGB) and Art. 250 and 252 of the Introductory Act to the Civil Code (EGBGB) and extend these:

1. Conclusion of contract

1.1 Through the booking (travel application), which can be undertaken verbally in person, by telephone, in writing, by fax or by email, the Customer of mainzplus bindingly offers the conclusion of a travel contract. The basis of the offer is the travel description, these Terms and Conditions of Travel and all supplementary information in the booking basis (catalogue, host directory, internet), if these are available to the Customer.

1.2 The travel contract is concluded upon receipt of the travel confirmation (declaration of acceptance) by the tour operator. Upon or directly after conclusion of the contract, the tour operator shall transfer to the Customer a copy of the travel confirmation, the content of which shall conform to the statutory requirements, on a permanent medium (which allows the Customer to file or save the declaration unchanged in such a way that it is accessible by the Customer within a reasonable period of time, i.e. on paper or as an email) provided that the Traveller has not claimed travel confirmation on paper in accordance with Art. 250 Section 6 para. (1) sentence 2 EGBGB because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside the business premises.

1.3 If mainzplus offers the option of making a binding booking by means of electronic conclusion of a contract via an internet platform, the following shall apply to this contract:

a) The online booking process is explained to the Customer by means of appropriate instructions. German is the exclusive language of the contract.

b) By clicking on the “Submit booking” button, the Customer bindingly offers the conclusion of a travel contract vis-à-vis mainzplus. Clicking the button leads accordingly, in the case of receipt of a booking confirmation from mainzplus, to the conclusion of a travel contract for which payment is liable. No claim by the Customer to the conclusion of a travel contract is constituted by making an online booking and clicking on the “Submit booking” button. mainzplus is free to accept or reject the offer of a contract (of booking) by the Customer.

c) If the booking is not immediately confirmed, mainzplus will confirm the receipt of the booking to the Customer without delay and by electronic means. This confirmation of receipt does not represent a confirmation of booking and establishes no claim to the conclusion of a travel contract corresponding to the wishes of the Customer regarding the booking.

d) The travel contract is concluded upon the receipt by the Customer of the booking confirmation, which is sent by mainzplus to the Customer in the form stated during the booking process by email, by fax or by post.

1.4 If the booking confirmation by mainzplus deviates from the booking made by the Customer, this constitutes a new offer by mainzplus, which is valid for 7 days from the date of confirmation. The contract is concluded on the basis of this amended offer if the Customer declares acceptance of this offer through express declaration, payment of deposit or payment of the outstanding balance. The same applies if mainzplus has provided an offer in writing for a package deal.

1.5 The pre-contractual information provided by mainzplus on the main characteristics of the travel services, the travel price and all additional costs, the method of payment, the minimum number of participants and the cancellation fees (pursuant to Art. 250 Section 3 Nos. 1, 3 to 5 and 7 EGBGB) do not represent part of the package tour contract only if this has been expressly agreed between the parties.

1.6 mainzplus points out that, in accordance with the statutory provisions (Sections 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB), in the case of package tour contracts pursuant to Section 651a and Section 651c BGB which are concluded in distance selling (via letter, catalogue, telephone, fax, email, mobile messages (SMS) or broadcasting, teledata and online services), there is no right of revocation but rather only the legal rights to cancellation and termination, in particular the right to withdrawal in accordance with Section 651h BGB (on this, see also No.8 below). Right of revocation does exist, however, if the contract for travel services according to Section 651a BGB is concluded outside of business premises, unless the oral negotiations on which the contract is based can be traced back to previous orders of the consumer; in the latter case, too, the right to revocation does not exist.

2. Services

2.1 The services owed by mainzplus are taken exclusively from the content of the booking confirmation in connection with these underlying regulations of the respective package deal and subject to all instructions and explanations in the booking basis.

2.2 Travel agents and service providers, in particular accommodation, are not authorised by mainzplus to give assurances or form agreements that extend beyond or contradict the travel description or the booking confirmation, or that modify the confirmed content of the travel contract.

2.3 Information in hotel guides, brochures and similar directories, in particular also in the in-house brochures of the accommodation hosts, which has not been published by mainzplus, is not binding for mainzplus and its service obligations, unless the information has been made a constituent of the service obligations through express agreement with the guest.

3. Deposit/balance

3.1 Tour operators and travel agents may only request or accept payment towards the travel price before completion of the package tour if an effective client money protection contract is in place and the security document with the name and contact data of the client money guarantor is provided to the Customer in a clear, easy to understand and prominent way.

3.2 Payment is due 21 days before the start of travel, unless another payment date is agreed in individual cases, and as long as the guarantor document is handed over and provided that the travel can no longer be cancelled due to the reasons stated in No. 8 of these

Terms and Conditions. In the case of bookings that are made less than 28 days before travel begins, the complete travel price is due immediately.

3.3 Notwithstanding the regulation in No. 3.1 and 3.2, the obligation to provide a guarantor document is void if transportation to and from the holiday destination are not included and agreed in the contractual services and it is noted in the booking confirmation that the complete travel price must be paid on site at the end of the holiday (end of the package tour).

3.4 Provided the Customer has no contractual or statutory right of revocation and mainzplus is willing and in the position to provide the contractual services, the following applies:

a) If the Customer does not (or not fully) provide a deposit or payment of the outstanding balance by the agreed date in the case of the existence of maturity requirements, mainzplus is entitled, after providing a payment reminder with a payment deadline, to withdraw from the contract and charge the Customer cancellation costs in accordance with No. 4 of these Terms and Conditions.

b) Without full payment of the travel price, the Customer has no claim to the use of the travel services or to the handover of travel documents.

4. Cancellation by the customer, rebooking

4.1 Until the start of the travel, the Customer can withdraw from the trip at any time. It is recommended that, in order to avoid any misunderstandings, withdrawal is declared in writing. The effective date is the receipt of the declaration of withdrawal by mainzplus.

4.2 If the Customer withdraws before the start of travel or if he/she does not start the trip, mainzplus loses its claim to the travel price. Instead, mainzplus can claim appropriate compensation provided that the withdrawal was not caused by mainzplus or exceptional circumstances occur at the destination or in the immediate vicinity of the destination that would significantly impact the implementation of the package tour or the transportation of persons to the destination; circumstances are unavoidable and exceptional if they are beyond the control of mainzplus and their consequences could not have been avoided even when all reasonable precautions had been taken.

4.3 The amount of the compensation is determined by the price of travel minus the value of expenditure saved by mainzplus and less the amount recovered by mainzplus through other use of the travel services, which must be demonstrated by the travel operator on the request of the Customer. The travel operator has set the following compensation fees, which take the period between the declaration of withdrawal and the start of travel into consideration as well as the expected savings and the expected income through other use of the travel services. The compensation is calculated as follows according to the receipt of the withdrawal declaration with the respective cancellation schedule:

up to the 31st day before start of travel:	10 % of the travel price
between the 30th and 21st day before start of travel:	30 % of the travel price
between the 20th and 12th day before start of travel:	50 % of the travel price
between the 11th and the 3rd day before start of travel:	70 % of the travel price
from the 3rd day before the start of travel and for no-show:	100 % of the travel price

4.4 The conclusion of a travel cancellation insurance policy as well as insurance to cover repatriation costs in the event of an accident or illness is highly recommended.

4.5 The Customer is entitled to demonstrate to mainzplus that no or lesser costs were incurred than the above-listed fees. In that case, the Customer is liable only for the payment of the lower costs.

4.6 mainzplus reserves the right to claim higher, specific compensation if mainzplus demonstrates that significantly higher costs have been incurred than the applicable flat fee. If mainzplus asserts such a claim, mainzplus is also obligated to specifically quantify and prove the compensation being claimed, taking any saved expenditure and any alternative use of the travel services into consideration.

4.7 If, at the request of the Customer, changes are made after the conclusion of the contract with regard to the date of travel, the accommodation, the type of board or other services (rebooking), mainzplus can charge a re-booking fee of €25.00, without the Customer having a legal claim to the rebooking and only up to the 32nd day before start of travel, provided that it is possible at all. Later rebookings are only possible with withdrawal from the travel contract and the implementation of a new booking, in accordance with the above-mentioned cancellation conditions. This does not apply to rebooking requests that incur only minor costs.

4.8 If mainzplus is obligated to refund the travel price due to a withdrawal, the payment must be made by mainzplus without delay and in any case within 14 days after receipt of the declaration of withdrawal.

4.9 The statutory rights of the Customer in accordance with Section 651e BGB to demand of mainzplus through notification on a durable medium that a third party enter into the rights and obligations arising from the package travel contract instead of him/her remain unaffected by the above conditions. Such a declaration is timely in any case when it is received by mainzplus 7 days before travel begins.

5. Obligations of the Traveller, (notification of defects, termination)

5.1 The Traveller is obliged to notify mainzplus of any defects immediately and to demand redress. Claims of the Traveller only remain valid if the failure to notify a default does not result from any responsibility of the Traveller. The Traveller can however notify his travel agent, through whom travel was booked, about the default. Notification of defect to the service provider, in particular the accommodation provider, is insufficient.

5.2 If the travel is considerably affected by a defective performance or if the Traveller cannot be reasonably expected to undertake the travel as a result of the defect for an important reason recognised by mainzplus, the Traveller may terminate the travel contract in accordance with the statutory provisions (Section 651I BGB). If a Customer/Traveller wants to cancel the package tour contract according to Section 651I BGB due to a defect of the type referred to in Section 651i para. (2) BGB, provided the defect is significant, he/she must first provide the tour organiser with a reasonable period in which to remedy the defect. This does not apply only if remedy by the tour organiser is refused or if immediate remedy is necessary.

5.3 The Traveller must assert claims against mainzplus according to Section 651i para. (3) nos. 2, 4-7 BGB for the non-contractual provision of the travel services under the following address (mainzplus CITYMARKETING GmbH, Rheinstrasse 66, 55116 Mainz). Claims can also be exercised through the travel agent when the travel was booked through this travel agent. Assertion in writing is highly recommended.

6. Particular information for Travellers in the case of package tours with medical services, spa treatments or wellness services

6.1 In the case of packages including medical services, spa treatments, wellness services or other comparable services,

the Traveller is obligated to ensure before booking, before starting the trip and before using the services that the corresponding treatments or services are suitable for him/her, taking his/her personal health circumstances, particularly any pre-existing ailments or diseases, into consideration.

6.2 mainzplus owes no special, customer-specific medical explanation or instruction about consequences, risks or side effects of such services, without express agreement.

6.3 The above provisions apply irrespective of whether mainzplus is only the agent for such services or if these are an integral part of the travel services.

7. Liability

7.1 The contractual liability of mainzplus for damages that do not result from the loss of life, limb or health and that were not caused culpably is limited to three times the travel price.

7.2 mainzplus is not liable for information and performance errors in connection with services that are not contractually-agreed main services and are not a component of the package deal from mainzplus, and are recognisable for the customer as third-party services and described as such in the travel description or the booking confirmation, stating the identity and address of the mediated contractual partner; or which are provided during the stay exclusively as third-party services (e.g. spa or wellness services, sports events, theatre visits, exhibitions, excursions, etc.). Sections 651b, 651c, 651w and 651y BGB remain unaffected.

7.3 To the extent that medical services, therapy services, massages or other medical treatments or services are not part of the package deal offered by mainzplus and are merely mediated by mainzplus as a supplement to the booked package in accordance with No. 7.2, mainzplus is not liable for the provision of services nor for personal or material damages. If such services are part of the travel services, mainzplus is not liable for the success of the treatment. Sections 651b, 651c, 651w and 651y BGB remain unaffected.

8. Rescission by mainzplus due to non-attainment of the minimum number of participants

8.1 If a minimum number of participants is stated in the specific travel description for a certain trip or in a general notice in the tour catalogue for all or certain trips described there, and this minimum number is not attained, mainzplus may withdraw from the travel contract up to 5 weeks before travel begins, if mainzplus:

a) clearly stated in the precontractual information the number of minimum participants as well as the date before the contractually-agreed start of travel by which the information must reach the Customer, and

b) stated the number of minimum participants as well as the latest date of possible cancellation in the travel confirmation.

8.2 Rescission must be declared to the Customer at the latest on the day stated to the Customer in the precontractual information and in the travel confirmation. If it is already evident at an earlier date that the minimum number of participants cannot be achieved, the tour operator must exercise its right of rescission without delay.

8.3 In the case of rescission by mainzplus, the Customer is reimbursed immediately with any payments already made towards the travel price, and in any case within 14 days after receipt of the declaration of rescission.

9. Services not used

If the Traveller fails to make use of individual travel services which mainzplus was willing and in the position to provide, for reasons attributable to the Traveller, the Traveller has no entitlement to a pro-rata refund. mainzplus shall, however, make efforts to acquire a refund from the service provider, provided this does not involve negligible sums, and pay the corresponding sums back to the Customer as soon and to the extent that these are actually refunded to mainzplus.

10. Information on the facilities for alternative dispute resolution; choice of law and jurisdiction

10.1. mainzplus points out that, with regard to the law on consumer dispute resolution, mainzplus does not participate in voluntary consumer dispute resolution. If settlement of a consumer dispute becomes mandatory for mainzplus, mainzplus shall inform the consumer in this regard in an appropriate manner. mainzplus refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr> for all contracts that were concluded in electronic legal transactions.

10.2 For Travellers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive applicability of German law is agreed for the entire legal and contractual relationship between the Traveller and mainzplus. Such Travellers can sue mainzplus only at the location of its registered office.

10.3 For legal actions by mainzplus against Travellers or contractual partners of the travel contract who are merchants, legal persons under public or private law, or persons who have their domicile or usual place of residence in a foreign country or whose domicile or usual place of residence is unknown at the time of the legal action, jurisdiction is agreed to be the location of the registered office of mainzplus.