

**GENERAL TERMS AND CONDITIONS FOR TRAVEL AGREEMENTS IN THE FIELD OF GROUP TRAVELS BY THE TMB TOURISMUS –MARKETING BRANDENBURG GMBH (SUBSEQUENTLY REFERRED TO AS “TMB”)**

**1. Signing of contract**

- a) The travel agreement is required to be in writing. Any other agreements, side agreements and special requests are void unless they have been written down. Before signing the agreement, the contractual party will be given the TMB terms and conditions in full.
- b) Only binding reservations are being made over the telephone. In order to enter into a contract, the contractual party is required to send back the signed registration form.
- c) The TMB travel offer expires if the contractual party fails to return the signed contract copy within seven days after receiving it. TMB reserves the right to make a claim for damages originating from the failure by the contractual party to observe the reservation /booking arrangement. Upon request, TMB provides the contractual party a new offer, granted the remaining capacities allow for that.
- d) Bookings made on the internet are subject to the conditions specified under § 1 b) and c).

**2. Invoice /confirmation**

- a) An invoice/ confirmation is issued and handed to the contractual party upon conclusion of the contract or immediately after that.
- b) The invoice /confirmation can be objected by the contractual party immediately or no later than seven days later under the condition that the terms and conditions were quoted incorrectly.

**3. Payment**

- a) The price stipulated in the invoice/confirmation for the travel or travel arrangement is to be paid three weeks prior to the commencement of travel. The contractual party is only bound to make a payment when a certificate of insurance (“*Sicherungsschein*”) was handed over to the contractual party, unless such certificate is not required as stipulated in § 3 g).
- b) EC /debit cards or checks cannot be used to transact a payment.
- c) Prior to the tour, the contractual party will receive all travel documents (vouchers, tickets etc.) once the payment is confirmed.
- d) In the event of a delay, the TMB cannot guarantee the maintenance of the travel service agreed on.
- e) A default of more than seven days by the contractual party allows TMB to withdraw from the contract and demand a reasonable amount of compensation for the costs incurred by the contractual party.
- f) The conclusion of a contract within three weeks prior to the commencement of travel make it binding for the contractual party to pay the total amount instantly after the transfer of the certificate of insurance. Travel documents will be handed out once payment is confirmed, unless a certificate is not required as stipulated in § 3 g).
- g) The obligation to hand over a certificate of insurance expires if the duration of the tour is less than 24 hours, if an overnight stay is not included, the travel arrangement price is below EUR 75.00 or if TMB is not the tour operator.

**4. Services**

- a) Our contractual services are determined by the binding services description on the invoice/confirmation and in the travel papers and documents.
- b) Side agreements or special wishes requested by the contractual party are to be incorporated into the invoice/confirmation. As regards the conditions in this context, we make reference to § 1 a).

**5. Price variations**

- a) The TMB is able to raise the total price of the travel arrangement four months after the signing of the contract if prices laid out by the service provider have significantly increased.
- b) TMB is required to inform the contractual party about the price increase up to 21 days prior to commencement of travel.
- c) The contractual party is allowed to withdraw from the agreement if the total price was raised by more than five per cent after the conclusion of the contract. Alternatively, the contractual party is allowed to demand a similar travel arrangement without any further costs in case TMB is able to offer such an arrangement from its selection of offers.
- d) These rights pursuant to § 5.c) have to be enforced by the contractual party immediately after the TMB informed the party about the price increase.

**6. Service changes**

- a) Changes of or deviations in single travel services from the mutually agreed content of the contract that become mandatory and were not caused in breach of good faith by the TMB, are only accepted as far as the changes or deviations are not substantial and do not adversely affect the whole nature of the booked travel arrangement.
- b) Immediately after having notice of the reason of the service change, the TMB is required to inform the contractual party.
- c) In the event of a substantial service change, the contractual party is able to withdraw from the contract or demand a similar service/ travel arrangement, granted TMB can offer the contractual party such a service without imposing any surcharge.
- d) § 5 d) applies accordingly.



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### **7. Withdrawal by the contractual party**

- a) The contractual party can withdraw from the contract at any time.
- b) After withdrawing, the contractual party is bound to render compensation payments as follows:
  - A cancellation fee of 15 per cent of the total price is due when withdrawing within six weeks prior to the commencement of travel.
  - A cancellation fee of 30 per cent is due when withdrawing four weeks prior to the commencement of travel. The cancellation fees rises to 55 per cent when withdrawing two weeks prior to the trip.
  - A cancellation fee of 80 per cent is charged when withdrawing one week prior to the trip.
  - A cancellation fee of 100 per cent is calculated in the event of non-attendance or cancellation after commencement of travel.
  - A 30 per cent cancellation fee is charged for day tours up to 14 days prior to the commencement of the tour.
  - In any case at least an amount Euro 30.00 per person is assessed.
- c) The contractual party is allowed to provide proof of a lower compensation amount (travel price minus the saved expenses and what TMB can acquire otherwise with the travel service).
- d) Decisive for the notice of cancellation is the day on which the TMB receives the notice. The letter of withdrawal has to be in writing.

### **8. Changes on demand of the contractual party**

The TMB can claim a processing fee of EUR 30.00 or a higher fee if necessary as far as changes or changes of the reservation are demanded by the contractual party after both sides entered into the contract.

### **9. Minimum number of participants**

If a minimum number of participants is indicated in the travel description (prospectus, catalogue, offer), the TMB can inform the contractual party that the minimum number of people is not reached, resulting in a cancellation of the tour or price adjustment of the travel arrangement. § 5 b) – d) applies accordingly.

### **10. Termination of contract resulting from force majeure**

- a) Complications, hazards or impairments of a severe nature caused by unpredicted circumstances, such as war, internal unrests, epidemics, sovereign provisions, natural disasters, averages, or similar situations enable both parties to terminate the agreement.
- b) In the event of a cancellation, TMB can claim compensation as assessed in article 638 subsection 3 of the German civil code (BGB) for the rendered service and yet to be delivered service.

### **11. Warranty and redress**

- a) If single travel services are not according to contract, the contractual party can demand redress, provided it involves no disproportionately high effort. Redress covers the removal of the defect of the travel service or a compensation of the same value.
- b) The contractual party can demand a reduction of the travel arrangement price, if the defect has not been removed within a reasonable notice period after it had been reported to the travel management, or if the latter is unavailable, to the TMB. In case the contractual party is negligent of reporting the defect, it cannot claim a reduction of the arrangement price.
- c) The contractual party is allowed to claim compensation for non-performance, regardless of the price reduction or cancellation, unless the defect ensued from a circumstance the TMB was not responsible of.

### **12. Obligation to cooperate**

The contractual party is required to take reasonable steps to contain or prevent possible damages. The contractual party has to take § 11 into consideration.

### **13. Limitation of liability**

- a) Damages except for bodily harm are limited to a threefold of the travel arrangement price, as long as the damage of the contractual party was neither caused deliberately nor with gross negligence, nor as long as the TMB is held responsible for a damage caused through a fault of the service provider.
- b) For these reasons, we recommend to the contractual party to sign up a travel accident or baggage insurance.

### **14. Exemption from claims and statute of limitation**

Claims resulting from a defect in the travel service, subsequent impossibility of performance or due to violation of accessory obligations have to be put forward to the TMB within one month after the contractually provided completion of the tour. After the period of notice expires, travel claims can only be enforced if the contractual partner cannot be made responsible for not observing the given notice period.

### **15. Passport, visa and health or police-related formalities**

- a) Unless the TMB has not explicitly stated to procure necessary visa or certificates, the responsibility of such lies with the contractual party. The TMB, however, is required to point out the necessity of such formalities to the contractual party as early as possible.
- b) In the event of travel difficulties arising from a lack of personal requirements the party is responsible of, it cannot withdraw from the contract free of charge, or use single travel services without facing any consequences. § 7 applies accordingly.

### **16. Court of jurisdiction, German law**

- a) Court of jurisdiction is the TMB seat in 14467 Potsdam.
- b) Under exclusion of international law, German law applies.



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#### **17. Form, fax, and E-mail**

All declarations are required in writing in order to become effective. To guarantee a receipt in due time, a declaration via fax or E-mail is sufficient as long as the respective piece of writing (its form in accordance with article 126 of the civil code (BGB) is immediately and no later than within three days sent to the tour operator.

#### **18. Drafting programmes**

If TMB was assigned with the drafting of programmes for trips, events or such for the contractual party, TMB, due to the tremendous work effort, reserves the right to impose a protective charge in the amount of 100.00 EUR in case none of the proposed services stipulated in the programme were booked by the contractual party.

#### **19. Bus driver/ chaperone**

The calculation of the travel arrangement price considers a bus driver/chaperone in the event of accommodation booked by a group of at least 20 people.

#### **20. Stipulated prices**

All prices specified in Euro.

#### **21. Other General Terms and Conditions**

Other general terms and conditions by the contractual party deviating from the terms laid out in this prospectus are generally objected, without any further declarations by the TMB. Other terms and conditions are only accepted by TMB if the latter expressly approves them.

#### **22. Void provisions**

If conditions laid out in this prospectus are ineffective in part, void or incomplete or become so, the validity of remaining provisions shall not be affected. Instead of the ineffective, void or incomplete provision, a legal provision applies that corresponds to the spirit of the law.