

THE FOLLOWING TERMS OF TRAVEL APPLY TO FLAT-RATE OFFERS THAT TOURIST INFORMATION SPEYER OFFERS AT WWW.SPEYER.DE AND IN ITS VACATION PLANNER.

TERMS OF TRAVEL FOR FLAT-RATE OFFERS BY TOURIST INFORMATION SPEYER FOR BOOKINGS VALID UP TO AND INCLUDING 30 JUNE 2018.

Dear Guest,

We ask that you carefully read the following terms pertaining to our travel flat-rate offers. If these terms are actively included, they will become part of our travel contract that you, hereafter referred to as 'Traveler' or "Customer", have concluded prior to 1 July 2018 with Tourist Information Speyer (a branch of the City of Speyer), hereafter abbreviated "TI Speyer", serving as travel organizer. These terms of travel apply exclusively to the travel flat-rate offers of TI Speyer. They do **not** apply to the transmission of external service (such as visitor guided tours and admission tickets) nor do they apply to contracts for accommodation services or their mediation.

1. Conclusion of contract

- 1.1. With the booking (trip registration), which can take place orally, by phone, in writing, by fax, or by e-mail, the Customer is offering TI Speyer the binding conclusion of a travel contract. The bases of his/her offer are the trip description, these terms of travel and all complementary Information in the booking description (catalog, host directory, Internet), to the extent this is available to the Customer. **For online bookings, Clause 1.3 solely applies.**
- 1.2. The travel contract comes into existence with TI Speyer's booking confirmation to the Customer. It requires no particular form. During or immediately after conclusion of the contract, the Customer receives the counterpart of the booking confirmation transmitted in writing. A written counterpart of the booking confirmation can be omitted if the Customer's booking takes place less than 7 workdays before the starting date of the trip.
- 1.3. Insofar as TI Speyer offers the possibility of a binding booking by way of the electronic conclusion of a contract over an Internet platform, the following provisions apply to this contract conclusion:
 - a) The online booking process will be explained to the Customer through appropriate instructions. The only language available as contract language is German.
 - b) The Customer can at any time correct or delete individual statements, using a correction option that will be explained to him/her in the booking process or s/he can reset the entire online booking form.
 - c) After s/he finishes selecting the travel services the Customer desires, and entering his/her personal data, all of the data will be displayed, including all significant information with regard to prices, services, auxiliary services booked, and with possibly booked travel insurance as well. The Customer has the option of discarding the entire booking or starting over.
 - d) By activating the "Book with obligation to pay" button, the Customer is offering TI Speyer the conclusion of a binding travel contract. Activating this button thus leads in case of acceptance of a booking confirmation by TI Speyer to the conclusion of a travel contract with obligation to pay. By virtue of carrying out the online booking and activating the "Book with obligation to pay" button, there is no basis for the Customer to claim realization of a travel contract. The TI Speyer is free to accept or decline the Customer's offer of a contract (i.e. the booking).
 - e) Insofar as no booking confirmation has occurred in real time, TI Speyer immediately confirms to the Customer in electronic form the entry of the booking. This entry confirmation still does not represent a booking confirmation and does not establish any claim on the realization of the travel contract in accordance with the Customer's desire to book.
 - f) The travel contract comes into existence with the receipt of the booking confirmation by the Customer that TI Speyer transmits to the Customer in the form stated in the booking process via e-mail, fax or postal mail.
- 1.4. If the booking confirmation of TI Speyer deviates from the Customer's booking, then a new offer from TI Speyer exists to which the booking is connected for 7 days from the date of the booking confirmation. The contract comes into existence on the basis of this altered offer, to the extent that the Customer declares his/her acceptance of this offer through express statement, payment of a deposit or payment of a balance. The same applies if TI Speyer has submitted a written offer to the Customer for a flat rate.

2. Deliverables, changes in deliverables

- 2.1. The deliverables for which TI Speyer is obligated ensue exclusively from the content of the booking confirmation in combination with the tender of the respective flat-rate offer underlying this and subject to all instructions and explanations contained in the booking basis.
- 2.2. Travel agents and service providers, especially housing providers, are not empowered by TI Speyer to give assurances or negotiate agreements that go beyond the trip tender or the booking confirmation or to take a stand in contradiction to these items or amend the confirmed content of the travel contract.
- 2.3. Statements in hotel guides, brochures and similar directories, especially also in house brochures from the accommodations host that were not passed out by TI Speyer, are not binding on TI Speyer and their obligation to perform, provided they were not made part of the host's obligation to perform through express agreement with the guest.

3. Deposit/final payment

- 3.1. The TI Speyer is a corporate body under public law and thus, in accordance with the legal determination of § 651k para (6) item 3 of the German Civil Code, is not obligated to perform the legal insolvency protection for flat-rate travel and therefore need not hand over a so-called secure payment certificate. Naturally, the money you pay to TI Speyer is, nevertheless, completely secure.
- 3.2. With conclusion of contract (receipt of the booking confirmation) a deposit must be rendered which will be applied toward the price of the trip. It amounts to 20% of the price of the trip, provided nothing else has been agreed to in an individual case or indicated in the booking confirmation.
 - 3.3. The final payment is to be made 14 days before the starting date of the trip as long as in an individual case, no other payment deadline has been agreed to and as long as it has been established that the trip can no longer be cancelled for the reasons listed in item 8. For bookings made less than 14 days before the starting date of the trip, the entire payment for the trip is due immediately.
- 3.4. Insofar as no contractual or legal right of withdrawal by the Customer exists, and TI Speyer is ready to and in a position to deliver the deliverables contracted for, the following provisions apply:

- a) If the travel guest does not provide the deposit or final payment during the existence of the preconditions of maturity or has paid only part at the agreed-upon deadlines, TI Speyer has the right to rescind the contract and charge the travel guest the cancellation fee in accordance with item 4 of these terms, after a warning with a deadline.
- b) Without complete payment of the trip price, no claim exists on the part of the Customer for use of the trip deliverables or transmission of the trip documents.

4. Withdrawal by the Customer, Rebooking

- 4.1. The Customer may, at any time up to the starting date of the trip, withdraw from the trip. It is recommended to declare the cancellation in writing, in order to avoid misunderstandings. The effective date is defined by the arrival of the withdrawal statement at TI Speyer.
- 4.2. In every case of withdrawal by the Traveler, compensation for the provisions and expenditures made by TI Speyer are due to TI Speyer in accordance with the following schedule wherein expenditures that can usually be saved and the alternative uses of travel services that are normally possible have been taken into account:

until the 31st day before the starting date of the trip	10 % of the price of the trip
from the 30th until the 21st day before the starting date of the trip	20 % of the price of the trip
from the 20th until the 12th day before the starting date of the trip	30 % of the price of the trip
from the 11th until the 3rd. day before the starting date of the trip	70 % of the price of the trip
after the 3rd day before the starting date of the trip und for failure to appear	90 % of the price of the trip
- 4.3. The conclusion of a travel cancellation insurance policy as well as insurance to cover the costs of returning in the event of accident or illness is strongly recommended.
- 4.4. It remains the right of the Customer to verify to TI Speyer that significantly lower costs or none at all were accrued than the previously established flat rates. In this case, the Customer is only obligated to pay the lower costs.
- 4.5. The TI Speyer reserves the right to demand, instead of the aforementioned flat rate, a higher reimbursement to the extent that TI Speyer proves that significantly higher expenditures occurred than the correspondingly applicable flat rates. If TI Speyer asserts such a claim, then TI Speyer is obligated to specifically quantify and prove the reimbursement demanded while taking into account possibly saved expenditures and a possible alternative use of the travel services.
- 4.6. If upon request of the Customer, changes are undertaken after conclusion of the contract involving the travel date, accommodations, the type of food and other services (rebooking), then TI Speyer can, unless a legal claim by the Customer for undertaking the rebooking exists, and only to the extent it is even possible, up to the 32nd day before the starting date of the trip, levy a rebooking fee of € 15.00. Later rebooking is only possible by withdrawal from the travel contract and newly booking in accordance with the previously mentioned withdrawal conditions. This does not apply to rebooking wishes that cause only minor expense or negligible costs.

5. Obligation of the Traveler (notification of defects, cancellation, cut-off period)

- 5.1. The Traveler is obligated to report defects that possibly turn up to TI Speyer immediately and to request redress. The Traveler's claims will not lapse only if the complaints attributed to the Traveler remain undone through no fault of his/her own. A notification of defect to the service provider, especially the housing provider, is not sufficient.
- 5.2. If the trip is significantly affected as a result of a travel defect or if the Traveler cannot be expected to carry out the trip as a result of such a defect for an important reason discernible to TI Speyer, then the Traveler can terminate the travel contract in accordance with legal provisions (§ 651e of the German Civil Code). The termination is only permissible if TI Speyer or its designee have allowed a particular suitable deadline to pass by without affording remedy. Determination of a deadline is not necessary if the remedy is impossible or if TI Speyer or its assignee refuses or if the immediate termination of the contract is justified as a result of a special interest of the Traveler.
- 5.3. The Traveler must assert claims for failure to provide trip deliverables in accordance with the contract against TI Speyer at the following address (Tourist Information Speyer, Maximilianstraße 13 in 67346 Speyer) within one month of the contractually foreseen travel date. A declaration is not timely if it is made to service providers, especially to housing providers. A written assertion is highly recommended. Claims by the Traveler do not lapse only if their timely assertion remains undone for no fault of the Traveler.

Liability

- 6.1. The contractual liability of TI Speyer for damages that do not result in the injury to life, body or health is limited to three times the cost of the trip to the extent that the injury to the Traveler is brought about neither intentionally nor through gross negligence or TI Speyer is responsible for damages occurring to a Traveler solely because of a fault of a serviceprovider.
- 6.2. The TI Speyer is not liable for statements and defaults in connection with services that are not contractually agreed main deliverables and are not a component of the flat-rate offerings of TI Speyer and are recognizable to the Customer and designated in the trip description or the booking confirmation as an outside service or were conveyed during the stay as outside service (e.g. health resort and wellness services, sporting events, theater visits, exhibitions, outings, etc.).
- 6.3. Insofar as such deliverables as medical service, therapy sessions, massages and other healing applications or services are not a part of the flat-rate offerings of TI Speyer and were only conveyed by it in addition to the booked flat rate in accordance with item 6.2, TI Speyer is not liable for the delivery of the service nor for damage to person or object. Insofar as such deliverables are a component of the trip deliverables, TI Speyer is not liable for the success of such cure or treatment.

Withdrawal by TI Speyer because an advertised minimum number of participants was not reached

- 7.1. The TI Speyer can, if in the specific trip description for a particular trip or in a general statement in the travel pamphlet for all trips or trips precisely defined there, a minimum number of participants is cited, withdraw from the travel contract up to **14 days** before the starting date of the trip if the minimum number of participants has not been reached.
- 7.2. The minimum number of participants must be stated in the booking confirmation or a reference made there to the appropriated information in the travel description.
- 7.3. The **TI SPEYER** is obligated to inform the Customer immediately after the shortfall is recognized that the trip will not take place and to immediately forward the explanation for its withdrawal.
- 7.4. If it already appears that the trip will not be carried out before the expiration of the deadline cited in item 8.1, the **TI SPEYER** is obligated to declare its withdrawal immediately.

- 7.5. Upon cancellation, the Customer can seek participation in an at least equally priced different trip if **TI SPEYER** is in a position to offer such a trip out of its offerings at an at least equal price without a price increase. The Customer has to assert this right to **TI SPEYER** immediately after the explanation of the cancellation of the trip by **TI SPEYER**.
- 7.6. In the event of the withdrawal by **TI SPEYER**, the Customer will have payments made toward the price of the trip returned immediately.

Unclaimed deliverables

If the Traveler does not claim individual trip deliverables as a result of premature departure because of illness or for other reasons not represented by TI Speyer, the Traveler has no claim on pro rata reimbursement. However, TI Speyer will try to obtain reimbursement from a service provider, assuming it does not involve very small amounts, and pay back the corresponding amounts to the Customer as soon as and to the extent that the individual services have actually been reimbursed by the individual service providers.

Statute of limitations

- 9.1. Contractual claims by the Traveler in accordance with §§ 651c to f of the German Civil Code for injury to life, body or health including contractual claims for compensation for personal suffering, that rest upon a negligent breach of duty by TI Speyer or an intentional or negligent breach of duty by a statutory representative or vicarious agent of TI Speyer, become time-barred in 2 years. This applies also to claims for the compensation of other damages, that rest upon a grossly negligent breach of duty by TI Speyer or upon an intentional or grossly negligent breach of duty by a statutory representative or vicarious agent of TI Speyer.
- 9.2. All remaining contractual claims in accordance with § 651c to f of the German Civil Code become time-barred in 1 year.
- 9.3. The statute of limitations begins, in accordance with items 9.1 and 9.2, on the day following the day on which the trip, in accordance with the contractual agreements was to end. If the last day of the period falls on a Sunday, a holiday recognized by the government at the place of pronouncement, or a Saturday, the next workday will be substituted for the start of the statute of limitations.
- 9.4. If negotiations between the Traveler and TI Speyer over the claim or the circumstances underlying the claim affect the statute of limitations, then the statute of limitations will be restrained until the Traveler or TI Speyer refuse to continue the negotiations. The statute of limitations resumes at least 3 months after the end of that restraint.

instructions on the establishment of alternative dispute resolution; agreement on law and court of jurisdiction

- 10.1. The TI Speyer points out that, with regard to the law about consumer dispute resolution that upon publication of these terms of travel, participation by TI Speyer in the consumer dispute resolution is not compulsory and TI Speyer will not participate in a voluntary consumer dispute resolution. To the extent that a consumer dispute resolution becomes compulsory for TI Speyer, TI Speyer will inform the user about it in suitable form. For all contracts that were concluded in electronic legal dealings, TI Speyer points to the European dispute resolution platform, <http://ec.europa.eu/consumers/odr/>.
- 10.2. For Travelers who are not members of a country belonging to the European Union or are Swiss citizens, German law will apply exclusively to all legal and contractual relationships between the Traveler and TI Speyer. Such Travelers may only sue TI Speyer at its place of business.
- 10.3. For complaints of TI Speyer against Travelers or contractual partners of this travel contract, businesspeople, corporate bodies under public or private law that have their residence or customary whereabouts in a foreign country or whose residence or customary whereabouts during the time proceedings commence is not known, TI Speyer's place of business will serve as the court of jurisdiction.

THE FOLLOWING TERMS OF TRAVEL APPLY FOR FLAT-RATE OFFERS, THAT TOURIST INFORMATION SPEYER IS OFFERING AT WWW.SPEYER.DE AND IN ITS VACATION PLANNER.

TERMS OF TRAVEL FOR FLAT-RATE OFFERS OF THE TOURIST-INFORMATION SPEYER FOR BOOKINGS APPLICABLE AFTER 1 JULY 2018

Dear Guest,

Please read the following Terms of Travel on flat-rate offers carefully. These Terms of Travel will become a part of the travel contract, to the extent they have been effectively included, that you—hereafter referred to as “Traveler” or ‘Customer’ have concluded after 30 June 2018 with Tourist Information Speyer,—hereafter abbreviated “TI Speyer”, a branch of the City of Speyer, serving as travel agent. These Terms of Travel apply exclusively to the flat-rate offers of the City of Speyer. They do **not** apply to the conveyance of external services (such as, for example, guided tours and admission tickets) and not for contracts for accommodations or their conveyance. They complement the statutory requirements of the §§ 651a - y of the German Civil Code and Articles 250 and 350 of the EG German Civil Code (Introductory Act to the German Civil Code) and complete it:

1. Conclusion of contract

- 1.1 With the booking (trip registration), that can take place orally, by phone, in writing, by Fax, or by e-mail, the Customer of TI Speyer is offering to conclude a binding travel contract. The bases of his/her offer are the trip description, these terms of travel, and all complementary information in the booking fundamentals (catalog, host directory, Internet), to the extent these are available to the Customer.
- 1.2 The travel contract comes into existence with receipt of the booking confirmation (declaration of acceptance) through the travel agent. During or immediately after conclusion of the contract, the travel agent will transfer to the Customer one of the statutory provisions, a trip confirmation corresponding to their content on a permanent data medium (which makes it possible for the Customer to preserve the declaration unaltered or to save it in such a way that it is accessible to him/her for a reasonable length of time, e.g. on paper or by e-mail), provided the traveller does not have claim to a travel confirmation in

paper form in accordance with Article 250 § 6 para (1) sentence 2 of the EG German Civil Code, because the conclusion of the contract resulted in the simultaneous personal presence of both parties or outside of business premises.

- 1.3. Insofar as die TI Speyer offers the possibility of a binding booking by way of the electronic conclusion of a contract across an internet platform, the following provisions apply to this contract conclusion:
 - a) The online booking process will be explained to the Customer by means of appropriate instructions. Only the German language is available as contract language.
 - b) The Customer can, through a correction process that will be explained to him/her as part of the booking process, at any time correct or delete the individual statements or reset the entire online booking form.
 - c) After concluding the selection of the travel deliverables desired by the Customer and entering his/her personal data, the entire data including all significant information on prices, services, booked auxiliary services and possibly with booked travel insurance will be shown. The Customer has the opportunity to reject the entire the entire booking or starting all over again.
 - d) By clicking on the "Book with obligation to pay" button, TI Speyer's Customer offers to conclude a binding travel contract. Activating this button thus leads, upon receipt of a booking confirmation from TI Speyer, to the conclusion of a travel contract with obligation to pay. Undertaking an online booking and clicking on the "Book with obligation to pay" button does not provide the Customer with a claim on the execution of a travel contract. The TI Speyer is free to accept or decline the Customer's offer of a contract (the booking).
 - e) Insofar as no booking confirmation takes place in real time, TI Speyer confirms the entry of the booking to the Customer immediately along an electronic path. This confirmation of entry still does not represent a booking confirmation and does not establish a travel contract corresponding to the Customer's wish.
 - f) The travel contract comes into existence for the Customer with the receipt of the booking confirmation that TI Speyer transmits to the Customer on the form stated in the booking process via e-mail, fax, or postal mail.
- 1.4. If TI Speyer's booking confirmation deviates from the Customer's booking, there is thus a new offer from TI Speyer to which it is bound for 7 days from the date of the booking confirmation. The contract comes into existence on the basis of this changed offer to the extent that the Customer accepts this offer through an expressed explanation, deposit or final payment. The same applies if the Tourist Information has submitted an offer in text form for a flat rate.
- 1.5. The pre-contract information given by TI Speyer about significant properties of the trip deliverables, the trip price and all additional costs, the payment modes, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 numbers 1, 3 to 5 and 7 of the EG German Civil Code) only then does not become a component of the flat rate contract, to the extent this has been expressly agreed between the parties.
- 1.6. The TI Speyer points out that in accordance with the statutory provisions (§§ 312 para 7, 312g para 2 sentence 1 Nr. 9 of the German Civil Code) for flat-rate travel contracts in accordance with § 651a and § 651c of the German Civil Code, that were concluded in by long-distance transaction (letters, catalogs, phone calls, telecopies, e-mails or statements sent over mobile radio service (SMS) as well as radio, German teledmedia and online services), no right of cancellation exists but only statutory withdrawal and cancellation rights, and in particular, the withdrawal right in accordance with § 651h German Civil Code (in this connection, (see also item 8). However, a right to cancel does exist if the contract for trip deliverables in accordance with § 651a of the German Civil Code has been concluded outside of the business premises unless the oral negotiations on which the conclusion of the contract rests have been led on the user's prior order; in the latter case, the right to cancel likewise does not exist.

2. Deliverables

- 2.1. The deliverables owed by TI Speyer result exclusively from the content of the booking confirmation combined with the underlying descriptions of the corresponding flat-rate offer and in accordance with all instructions and explanations contained in the booking basis.
- 2.2. Travel agents and service providers, especially housing providers are not authorized by TI Speyer to give assurances that extend beyond the description of the travel or the booking confirmation or to take a position in opposition or to change the existing content of the travel contract.
- 2.3. Statements in hotel guides, brochures and similar directories, especially also accommodation establishment brochures that were not passed out by TI Speyer, are not binding on TI Speyer and their obligation to deliver to the extent they have not been made an obligation for the host to deliver by expressed agreement with the guest.

3. Deposit/final payment

- 3.1 Travel organizers und agencies may only demand and accept payments toward the trip price before the end of the flat-rate trip if an effective client funds hedger exists and the chattel paper with name and contact data of the client funds hedger has been transferred to the Customer in clear, intelligible and highlighted fashion. After conclusion of the contract (receipt of the booking confirmation) and after transfer of a chattel paper, a deposit is to be made that can be allocated to the travel price. It consists, as long as nothing else has been agreed in the particular case and noted in the booking confirmation, of 20% of the trip price.
- 3.2 The final payment is due **14 days** before the starting date of the trip as long as no other payment date has been agreed upon in the individual case, the chattel paper has been transferred and as long as can be established that the trip can no longer be cancelled on the basis of item 8 of these conditions. For bookings made less than **14 days** before the start of the trip, the entire cost of the trip is payable immediately.
- 3.3 In deviation from the regulation in item 3.1 and 3.2, the obligation to transfer a chattel paper is omitted if the contracted deliverables do not require forwarding from and to the vacation and it is agreed and remarked in the booking confirmation that the entire travel price is only to be paid at the vacation site and after the end of the vacation (end of the flat-rate trip).
- 3.4 Insofar as no contractual or statutory right of the Customer to withdraw exists, and TI Speyer is prepared to deliver the contracted deliverables, the following applies:
 - a) If the travel guest does not provide the deposit or final payment or does so only in part upon presentation of the preconditions of maturity, the Tourist Information is authorized, after warning, to withdraw from the contract and to assess the travel guest with the costs of withdrawal in accordance with item 4 of these conditions.
 - b) Without complete payment of the trip price, no claim exists by the Customer on utilization of the trip deliverables or on transfer of the travel documents.

4. Withdrawal by the Customer, rebooking

- 4.1 The Customer can, at any time up until the starting date of the trip, withdraw from the trip. It is recommended to declare the withdrawal in text form in order to avoid misunderstanding. The effective date is the arrival of the withdrawal declaration at TI Speyer or the travel agency.

- 4.2** If the Customer withdraws before the starting date of the trip or if he does not undertake the trip at all, TI Speyer loses its claim on the price of the trip. Instead, TI Speyer can demand appropriate damages to the extent that the withdrawal is not advocated by TI Speyer or that at the location in question or in its immediate vicinity, unusual circumstance occur that significantly affect the execution of the flat-rate trip or affect the transfer of persons to the location in question; circumstances are unavoidable and unusual if they are not under the control of TI Speyer who could therefore have avoided its consequences, if all appropriate provisions had been metⁱⁱ.
- 4.3** The amount of the damage is determined by the trip price minus the value of the expenditures saved by TI Speyer, what TI Speyer acquires through other use of the trip deliverables, which are to be justified upon request of the Customer through the travel agent. The travel agent has the following flat compensation charges calculated depending on the time frame between the declaration of withdrawal and the starting date of the trip as well as the expected saving of expenses and the expected acquisition of alternative uses of the trip deliverables. The compensation will be calculated as follows based on the time of receipt of the withdrawal declaration according to the corresponding cancellation schedule:
- | | |
|---|--------------------------------------|
| until the 31st day before the starting date of the trip | 10 % of the price of the trip |
| from the 30th until the 21st day before the starting date of the trip | 20 % of the price of the trip |
| from the 20th until the 12th day before the starting date of the trip | 30 % of the price of the trip |
| from the 11th until the 3rd. day before the starting date of the trip | 70 % of the price of the trip |
| after the 3rd day before the starting date of the trip und for failure to appear | 90 % of the price of the trip |
- 4.4** The conclusion of a travel cancellation insurance policy as well as insurance to cover cancellation costs in the event of accident or illness is strongly recommended.
- 4.5** The Customer retains the right to have TI Speyer prove that no or significantly lower costs occurred than provided by the flat rate charges listed above. In this case, the Customer is only obligated to pay the lower costs.
- 4.6** Die TI Speyer retains the right to demand higher, specific compensation instead of the above flat-rates to the extent that TI Speyer can prove that it undertook significantly higher expenditures than the flat rates applicable to each case. If TI Speyer validates such a claim, TI Speyer is obligated to specifically quantify and prove the compensation demanded, taking into consideration possible saved expenditures and a probable alternative use for the trip deliverables.
- 4.7** If upon the request of the Customer after conclusion of the contract, changes are undertaken with regard to the travel dates, accommodations, the type of meals and other services (rebooking), TI Speyer, without there being a legal claim by the Customer for undertaking a rebooking, and only to the extent this is even possible, can charge a rebooking fee of € 15.00 up to the 32nd day before the starting date of the trip. Later rebookings are only possible by withdrawing from the travel contract and booking anew with the appropriate withdrawal conditions stated above. This does not apply to rebooking wishes that involve only minor costs.
- 4.8** If TI Speyer is obligated to reimburse the trip price as the result of a withdrawal, TI Speyer must do so promptly but in any event within 14 days after receipt of the withdrawal declaration.
- 4.9** The Customer's statutory right, in accordance with § 651 e of the German Civil Code, to demand from TI Speyer through notification on durable media, that instead of himself, a third party enters into the rights and obligations of the flat-rate contract, remains unaffected by the preceding conditions. Such declaration will be timely in every case that goes to TI Speyer 7 days before the starting date of the trip.

5. Obligations of the Travelers (notice of defects, cancellation)

- 5.1** The Traveler is obligated to immediately call to TI Speyer's attention defects that may occur and to request remedy. Claims of the Traveler will not lapse if complaints incumbent on the Traveler are only omitted through no fault of his/her own. However, the Traveler can also bring the notice of defect to the attention of the travel agent with whom he booked the trip. A notice of defect toward the service provider, especially the housing provider, is not sufficient.
- 5.2** If a trip is substantially affected by a defect or if the execution of the trip as a result of such a defect for an important reason is recognized by TI Speyer, the Traveler can cancel the contract in accordance with the statutory provisions (§ 651I of the German Civil Code). If a Customer/Traveler wishes to cancel the flat-rate contract because of a trip defect of a type substantially designated in § 651i para (2) of the German Civil Code, s/he must notify the travel agent an appropriate period beforehand to obtain a remedy. This does only not apply if the remedy from the travel agent is denied or if an immediate remedy is necessary.
- 5.3** The Traveler must assert claims against TI Speyer in accordance with § 651i para (3) Nr. 2, 4-7 of the German Civil Code because of provision of trip deliverables not in accordance with the contract under the following specified address. The assertion can also be made via the travel agent if the trip was booked with this travel agent. An assertion in text form is strongly recommended.

6. Liability

- 6.1.** The contractual liability of TI Speyer for damages that do not result from injury to life, body or health and that were not brought about culpably are limited to three times the trip price.
- 6.2.** The TI Speyer is not liable for statements and performance deviations connected with services that are not contractually agreed principal deliverables and not part of the flat rate offerings of TI Speyer and recognizable for the Customer and designated in the trip description or the booking confirmation and under disclosure of the identity and address of the conveyed contractual partner as outside service or during the stay only conveyed as outside service (e.g. health resort and wellness service, sporting events, theater visits, exhibitions, outings, etc.). §§ 651b, 651c, 651w and 651y of the German Civil Code remain unaffected by this.
- 6.3.** Insofar as such services as medical treatment, therapeutic treatments, massages or other healing technique or services are not a part of the flat-rate offering of TI Speyer and provided by them only in addition to the booked flat rate in accordance with item 6.2, TI Speyer is not liable for the delivery of service nor for personal and material damage. Insofar as such services are part of the trip deliverables, TI Speyer is not liable for the success of a health or spa treatment. §§ 651b, 651c, 651w and 651y of the German Civil Code remain unaffected by this.

7. ⁱⁱⁱWithdrawal of TI Speyer because of failure to achieve a minimum number of participants

- 7.1.** The TI Speyer can, if in the specific trip description for a particular trip or in a general notice applicable to all trips in the trip brochure or for trips designated there as requiring a minimum number of participants, withdraw from the travel contract up to 14 days before the starting date of the trip if the minimum number of participants is not reached if TI Speyer:
- in the pre-contract instructions in each case, the minimum number is quantified and the time frame within which at the latest before the contracted starting date of the trip the notification must have gone to the Customer, and
 - in the trip confirmation, the minimum number of participants and the latest date for withdrawal are given.

- 7.2. A withdrawal has to be explained to the Customer, at the latest, on the day that was given to the Customer in the pre-contract directions and the trip confirmation. Should it already be apparent at an earlier point-in-time that the minimum number of participants will not be reached, the travel organizer must make use of his/her right to withdraw immediately.
- 7.3. In the event of withdrawal by TI Speyer, the Customer will receive payments made toward the travel price immediately and in any case, within 14 days after receipt of the withdrawal notice.

8. Deliverables not utilized

If the Traveler does not utilize individual trip deliverables for whose contractual performance TI Speyer was prepared and in position to deliver for reasons that can be ascribed to the Traveler, then there is no claim on the part of the Traveler for partial reimbursement. However, TI Speyer will, provided it is not a matter of very small amounts, try for reimbursement by the service provider and pay the corresponding amounts back to the Customer as soon as and to the extent they are actually refunded by the individual service provider to TI Speyer.

9. Instructions on the establishment of alternative dispute resolution; agreement on law and court of jurisdiction

- 9.1 The TI Speyer points out with regard to the law about consumer dispute resolution, that TI Speyer will not participate in a voluntary consumer dispute resolution. To the extent that a consumer dispute resolution becomes compulsory for TI Speyer, TI Speyer will inform the user about it in suitable form. For all contracts that were concluded in electronic legal dealings, TI Speyer points to the European dispute resolution platform, <http://ec.europa.eu/consumers/odr/>.
- 9.2 For Travelers who are not members of a country belonging to the European Union or are Swiss citizens, German law will apply exclusively to all legal and contractual relationships between the Traveler and TI Speyer. Such Travelers may only sue TI Speyer at its place of business.
- 9.3 For complaints of TI Speyer against Travelers or contractual partners of this travel contract, businesspeople, corporate bodies under public or private law that have their residence or customary whereabouts in a foreign country or whose residence or customary whereabouts during the time proceedings commence is not known, TI Speyer's place of business will serve as the court of jurisdiction.

The following guest acceptance and mediation conditions apply to contracts for accommodations with hosts in Speyer as well as the Palatine holiday region and their mediation by TI Speyer!

GUEST ACCEPTANCE AND MEDIATION CONDITIONS OF THE HOSTS IN SPEYER AND THE PALATINE HOLIDAY REGION

The Tourist Information Speyer, hereafter abbreviated "TI Speyer", conveys accommodations from **hosts and private landlords** (hotels, guest houses, pensions, private rooms and vacation apartments), hereafter uniformly called "**hosts**", in the city of Speyer and the Palatine holiday region corresponding to their current offer. The following conditions will be, to the extent effectively agreed upon, part of the content of a guest acceptance and lodging contract and rules in the event of a booking between the guest and the host. It will complement the statutory provisions of the contractual relationship between guest and host and the mediation work of TI Speyer. **For that reason, please read these conditions through carefully.**

1. Status of TI Speyer; scope of these guest acceptance conditions

For contract conclusions, this applies depending on the point in time that the contract was concluded (because of the new travel rights provisions taking effect on July 1, 2018, this is determined by the statutory rule according to the date the contract was concluded):

1.1. Applies to all contract conclusions before 1 July 2018:

The TI Speyer has, to the extent that no other arrangements have been expressly made, only the status of a mediator. It is not liable for the statements of the host with regard to prices and deliverables. A possible liability of TI Speyer deriving from the mediation contract remains unaffected by this.

1.2. Applies to all contracts concluded after 30 June 2018:

- a) The TI Speyer is operator of the internet presence and distributor of the corresponding directories, catalogs, flyers and other print media and online presences to the extent they are expressly designated as distributor/operator.
- b) Insofar as TI Speyer conveys services of the host (accommodations, meals and own auxiliary services of the host) that are not a substantial portion of the total value of the host's service and represent neither a significant feature of the host's service compilation nor that of TI Speyer itself nor are they advertised as such, TI Speyer enjoys only the status of a mediator.
- c) As mediator, TI Speyer has the status of a provider of related travel services to the extent that the statutory provisions of § 651w of the German Civil Code for an offer of related travel services of TI Speyer exists.
- d) Irrespective of the obligations of TI Speyer as provider of related travel services (especially transfer of the statutorily provided form and execution of the protection of Customer deposits in the case of collection activity of TI Speyer) and the legal consequences for not fulfilling these statutory duties, TI Speyer is, in the case of the existence of the prerequisites according to b) and c) neither travel organizer nor contractual partner of the guest acceptance contract that comes into existence in the case of a booking. It is therefore not liable for the statements of the host on prices and services, for providing those services itself nor for service defects.

Applies for all contract conclusions independent of the time the contract was concluded:

- 1.3. The guest acceptance conditions at hand, to the extent they have been effectively agreed, apply to all bookings of accommodations, for which the basis for the booking is the host directory distributed by IT Speyer or is for bookings on the basis of the appropriate offers on the internet.
- 1.4. The hosts retain the right to arrange with the guest other guest acceptance conditions in individual cases or regulations that deviate from the following guest acceptance conditions or that extend these.

2. Conclusion of contract, travel agents, statements in hotel guides

- 2.1. With the booking, the guest provides, where applicable according to prior **unbinding** information from the host about his accommodations and their current availability, to the host the conclusion of the **binding** guest acceptance contract. The basis of this offer are the description of the accommodations and the complementary information in the booking basis (e.g. description of location, classification explanations), to the extent these are available to the guest during booking.
- 2.2. The booking of the guest can take place on all booking means provided by the host as well as orally, in writing, by phone, per Telefax or per e-mail.
- 2.3. The contract comes into existence with the receipt of the declaration of acceptance (booking confirmation) of the host or of TI Speyer as their representative. The guest acceptance need not follow any definite format, so that even oral or telephonic confirmations are legally binding for the guest and the host.
- 2.4. As a rule, the host will transmit a written counterpart of the booking confirmation in the case of oral or telephonic bookings. However, the legal effectiveness of the guest acceptance contact for such bookings does not depend upon receipt of the counterpart to the booking confirmation.
- 2.5. Insofar as the host or as the case may be, TI Speyer, as its mediator offers the possibility of a binding booking and conveyance of the accommodation by way of the electronic conclusion of a contract over an internet platform, the following conditions apply:
 - a) The online booking process will be explained to the Customer through appropriate instructions. The German language will be available exclusively as the contract language.
 - b) The Customer, using a correction option that will be explained to him/her in the booking process, will correct or delete individual statements or reset the entire online booking form.
 - c) After concluding the selection of the accommodation services desired by the Customer and entering his/her personal data, all data including all significant information on prices, deliverables, auxiliary services that have been booked and possibly including booked travel insurance will be shown. The Customer has the option of rejecting the entire booking and starting anew.
 - d) By activating the "Book with obligation to pay" button, the Customer offers the host the binding conclusion of a guest acceptance contract. Activation of this button leads subsequently, in the case of receipt of a booking confirmation from the host or TI Speyer as mediator within the deadline, to the conclusion of a guest acceptance contract with obligation to pay. By undertaking the online booking and the activation of the "Book with obligation to pay" button, no claim in established by the Customer on the execution of a guest acceptance contract. The host is free to accept or decline the Customer's contract offer (the booking).
 - e) Inasmuch as no booking confirmation occurs in real time, the host or TI Speyer as mediator confirm immediately to the Customer by electronic means the entry of the booking. This entry confirmation does still not represent a booking confirmation and does not establish any claim on execution of the guest acceptance contract corresponding to the Customer's booking request.
 - f) The guest acceptance contract comes into existence at the Customer with receipt of the booking confirmation which the host or, as the case may be, TI Speyer as mediator transmits to the Customer in the form described in the booking process by e-mail, fax or postal mail.
- 2.6. If the content of the booking confirmation differs from the content of the booking, a new offer from the guest exists. The contract comes into existence on the basis of this new offer if the guest declares acceptance through expressed explanation, deposit or final payment or acceptance of the accommodation.
- 2.7. Travel mediators and booking sites are not authorized to make agreements, give information or provide assurances that change the agreed content of the contract, go beyond the contractually agreed services of the host or stand in contradiction to the host's description of accommodation and deliverables.
- 2.8. Statements in hotel guides and similar lists that are not issued by TI Speyer or the host are not binding on the host and his/her duty to perform to the extent they were not made through express agreement with the guest to make them the content of the hosts' obligation to perform.

3. Prices and deliverables, rebooking

- 3.1 The prices stated in the prospectus are final prices and include the statutory value-added tax and all added costs, to the extent nothing else is said about the added costs. Separately incurred and identified, visitor's tax as well as fees for use-dependent calculated services (e.g. electricity, gas, water, wood for the stove) and for elective and additional services.
- 3.2 Services owed by the host ensue exclusively from the content of the booking confirmation in connection with the applicable prospectus or the description of the object as well as from possibly complementary agreements expressly struck with the guest/customer. It is recommended to the guest/customer to write down complementary agreements.
- 3.3 For rebookings, (changes with regard to the type of accommodation, the arrival and departure dates, the length of stay, the meals, the booked additional services and other complementary services) for which there is no legal requirement for their execution, the host can demand a rebooking fee of € 15,- per change procedure. This does not apply if the change is just minor.

4. Payment

- 4.1. The due date of the deposit and final payment are dependent upon the rule agreed to by the guest or customer as recorded in the booking confirmation. If a special agreement has not been struck, then the entire price of accommodations including the fees for incidental costs and additional services are payable at the end of the stay and should be paid to the host.
- 4.2. The host can demand a deposit. It consists, to the extent that nothing else has been agreed in the individual case, of 15% of the total price of the accommodation deliverables and additional services that have been booked.
- 4.3. Payments in foreign currencies and with a crossed check is not admissible. Credit card payments and EC-card payments are only possible if these have been agreed or if the host generally indicates acceptance through a display. Payments at the end of the stay by bank transfer are not possible.
- 4.4. If an agreed deposit is not made by the guest or is not complete in spite of a warning from the host, the host is entitled to withdraw from the contract with the guest and charge him with costs of withdrawal under these conditions in accordance with item 5, provided he himself is prepared and in a position to deliver the contractual services and there is no statutory or contractual right on the part of the guest to withhold payment.

5. Withdrawal and failure to appear

- 5.1 In the case of withdrawal or failure to appear, the claim by the host for payment of the agreed accommodation price

- including the meal portion and the fees for additional services, remains in effect.
- 5.2. The host has to make the effort to find another use for the accommodations in the course of his/her usual business operations without undertaking special efforts and taking into account the special character of the booked accommodation (e.g. non-smoking room, family room).
 - 5.3. The host has to face the fact of a different occupancy and to the extent this is not possible, allow for saved expenditures.
 - 5.4. According to the percentages for measuring saved expenditures as recognized by jurisprudence, the guest or customer has to pay the host the following amounts, related in each case to the total price of the accommodation deliverables (including all incidental costs), however without regard to possibly public expenditures such as tourism taxes and visitor's tax:
 - For vacation apartments/accommodation without meals **90%**
 - For overnight/breakfast **80%**
 - For room and half board **70%**
 - For room and full board **60%**
 - 5.5. The guest/customer retains the express right to prove to the host that his saved expenses were considerably higher than the allowances cited above or that another use of the accommodations or other services took place. In the case of such proof, the guest or customer are only obligated to pay the correspondingly lower amount.
 - 5.6. The conclusion of a travel cancellation insurance policy is strongly recommended.
 - 5.7. The declaration of withdrawal should for administrative reasons be directed toward TI Speyer (not the host) and should, in the interest of the guest, be done in writing.

6. Arrival and departure

- 6.1. The arrival of the guest must take place, absent special arrangements, before 6:00 pm at the latest.
- 6.2. For later arrivals, the following applies:
 The guest is obligated to inform the host, before the agreed arrival time at the latest, in case his/her arrival is delayed or s/he wants to begin the booked multi-day stay on a subsequent day. If a timely message is not sent, the host has the right to occupy the room in some other way. For the time of zero occupancy, the conditions in Item 5 apply.
 If the guest reports a later arrival, he must make the agreed payment after deducting the host's saved expenditures in accordance with Items 5.4 and 5.5 also for the occupancy time not claimed unless the host is responsible for contractual or statutory expenditures for the delayed occupancy.
- 6.3. The guest's departure from the accommodations must take place, absent special agreement, not later than 12:00 noon on the departure date. For departure from the accommodation not within the time stipulated, the host can demand a corresponding extra charge. The host reserves the right to demand additional damages.

7. Duty of the Customer with regard to notice of defects, accompaniment by pets and cancellation by the host

- 7.1. The guest is obligated to report defects and disorders to the host immediately and request remedy. A notice of defect that is made only to TI Speyer is not sufficient. If the notice of defect is omitted culpably, the guest's claims could lapse in whole or in part.
- 7.2. The guest can only cancel the contract for substantial defects or disorders. As part of the notice of defect, s/he has to provide the host an appropriate period of time to remedy the situation unless a remedy is impossible, is disallowed by the host, or immediate cancellation is justified factually by a special interest of the guest, is apparent to the host and because of such reasons, the continuation of the stay is objectively unreasonable.
- 7.3. For the **accompaniment of pets**, the following applies:
 The bringing along and sheltering of pets as part of the accommodation is only permissible in the case of express agreement to this, if the host foresees this possibility in the tender. In connection with such agreements, the guest is obligated to make truthful statements as to type and size. Violations against this can entitle the host to make an extraordinary termination of the guest acceptance contract. An unannounced carriage of pets or incorrect statements as to type and size entitle the host to deny coverage for accommodation, to cancel the guest acceptance contract and to charge withdrawal costs in accordance with Item 5 of these conditions.

8. Limitation of liability

- 8.1. The liability of the host based on the guest admission contract for damages in accordance with § 536a of the German Civil Code that do not result in injury to life, body or health, is precluded as long as it does not rest upon an intentional or grossly negligent breach of duty of the host or a statutory representative or vicarious agent of the host.
- 8.2. The host's innkeeper's liability for items brought in according to §§ 701 ff. of the German Civil Code remains unaffected by this regulation.
- 8.3. The host is not liable for impairment of performance in connection with services that, during the guest/customer's stay, are only being conveyed and are recognizable as external services (e.g. sporting exhibitions, theater visits, exhibitions, etc.). The same applies to external services that have already been conveyed together with the booking of the accommodation, to the extent these are expressly identified in the description or the booking confirmation as external services.

9. Statute of limitations

- 9.1. Contractual claims of the guest/customer against the host from the guest acceptance contract or of TI Speyer from the conveyance contract for injury to life, body or health including contractual claims for compensation for personal suffering, that rest upon the negligent breach of duty or an intentional or negligent breach of duty of their statutory representative or vicarious agent, become time-barred in three years. This also applies to claims for compensation for other damages, that rest upon a grossly negligent breach of duty by the host or TI Speyer or on an intentional or grossly negligent breach of duty by their statutory representative or vicarious agent.
- 9.2. All remaining contractual claims become time-barred in one year.
- 9.3. According to the above provisions, the statute of limitations begins in each case after the end of the year in which the claim originated and the guest/customer becomes aware of the circumstances on which the claim is based and the host or, as the case may be, TI Speyer as the party liable gains awareness. If the last day of the period falls on a Sunday, a generally recognized holiday at the place of pronouncement, or a Saturday, then the next workday will take the place of such day.
- 9.4. If negotiations between guest and host or TI Speyer are impending over validly made claims or the circumstances that the claim is based on, then the statute of limitations is suspended until the guest or host or TI Speyer declines the continuation of negotiations. The aforementioned statute of limitations deadline of one year can occur no less than 3 months after the end of such suspension.

10. Instructions on the establishment of alternative dispute resolution; agreement on law and court of jurisdiction

- 10.1. The host and TI Speyer point out with regard to the law about consumer dispute resolution that upon publication of these guest acceptance conditions, participation for the host and TI Speyer in the consumer dispute resolution is not compulsory and the host and TI Speyer will not participate in a voluntary consumer dispute resolution. To the extent that a consumer dispute resolution becomes compulsory for the host and/or TI Speyer, they will inform the guest/user about this in a suitable form. The host and TI Speyer point to the European dispute resolution platform, <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal dealings.
1. Only German law applies to the contractual relationship between the guest or the customer and the host or TI Speyer. The same applies to other legal relationships.
 2. With regard to admissible complaints by the guest or as the case may be, the customer against the host or TI Speyer in a foreign country where German law will not be applied for their liability, exclusively Germany law will apply with regard to legal consequences, especially with regard to type, scope and amount of the claims.
 3. The guest or the customer can sue the host or TI Speyer only at their place of business.
 4. For complaints of the host or TI Speyer against the guest or the customer, the residence of the Customer is decisive. For complaints against guests or customers who are businesspeople, corporate bodies under public or private law or persons who have their residence/place of business or customary whereabouts in a foreign country or whose residence/place of business or customary whereabouts during the time proceedings commence is not known, the host's place of business will serve as the court of jurisdiction.
 5. The above provisions will not apply, if and to the extent non-negotiable provisions of the European Union applicable to the contract or other international provisions are applicable.
-