

# General Terms and Conditions

## of the Zeller Land Tourismus GmbH

### TERMS AND CONDITIONS OF ACCOMMODATION AND MEDIATION OF THE HOSTS IN THE HOLIDAY REGION ZELLER LAND

**The following terms and conditions of accommodation and mediation apply to contracts for accommodation with hosts in the Zeller Land holiday region and their mediation by Zeller Land Tourismus GmbH!**

Zeller Land Tourismus GmbH, hereinafter abbreviated to "ZLT", arranges accommodation from hosts and private landlords (hotels, inns, guesthouses, holiday rooms and holiday flats), hereinafter uniformly referred to as "hosts", in the holiday region Zeller Land according to the current offer. The following terms and conditions, insofar as effectively agreed, become the content of the accommodation contract concluded between the guest and the host in the event of a booking and regulate the contractual relationship between the guest and the host and the mediation activities of ZLT in addition to the statutory provisions. **Therefore, please read these conditions carefully.**

#### **1. position of the ZLT, scope of application of these terms and conditions of guest accommodation**

##### **1.1 The following applies to all contracts concluded:**

- a)** The ZLT is the operator of the respective websites or publisher of corresponding host directories, catalogues, flyers or other print media and online sites, insofar as it is expressly designated as the publisher/operator there.
- b)** Insofar as the ZLT arranges services of the hosts (accommodation, catering and the host's own ancillary services) which do not make up a significant proportion of the total value of the host's services and neither represent an essential feature of the host's or the ZLT's service combination nor are advertised as such, the ZLT merely has the position of an intermediary.
- c)** As an intermediary, the GNLC has the position of an intermediary or provider of associated travel services, insofar as the prerequisites for an offer of associated travel services by the GNLC exist according to the statutory provisions of § 651w BGB.
- d)** Notwithstanding the obligations of ZLT as a provider of associated travel services (in particular handing over the legally required form and carrying out customer money protection in the event of collection activities by ZLT) and the legal consequences in the event of non-fulfilment of these legal obligations, ZLT is neither a tour operator nor a contractual partner of the guest accommodation contract concluded in the event of a booking if the conditions according to b) or c) are met. It is therefore not liable for the host's information on prices and services, for the provision of services itself or for service deficiencies.

**1.2** These terms and conditions of accommodation apply, insofar as effectively agreed, to all bookings of accommodation for which the booking basis is the host directory published by the ZLT, or in the case of bookings based on the corresponding offers on the internet.

**1.3** The hosts reserve the right to agree other terms and conditions of accommodation with the guest in individual cases or regulations that deviate from or supplement the following terms and conditions of accommodation.

## **2 Conclusion of the contract, travel agents, information in hotel guides; information on the right of cancellation**

**2.1** With the booking, the guest, if necessary after previous non-binding information by the host about his accommodation and its current availability, offers the host the binding conclusion of the guest accommodation contract. The basis of this offer is the description of the accommodation and the supplementary information in the booking basis (e.g. description of the location, classification explanations), insofar as these are available to the guest at the time of booking.

**2.2** The guest's booking can be made by all booking methods offered by the host, i.e. verbally, in writing, by telephone, by fax or by e-mail.

**2.3** The contract is concluded upon receipt of the declaration of acceptance (booking confirmation) by the host or the ZLT as its representative. The declaration of acceptance does not require a specific form, so that oral and telephone confirmations are also legally binding for the guest and the host.

**2.4** In accordance with the statutory obligations, the guest is informed that according to the statutory provisions (§ 312g para. 2 sentence 1 no. 9 BGB), in the case of guest accommodation contracts concluded at a distance (letters, catalogues, telephone calls, e-mails, messages sent via mobile phone service (SMS) or similar) or outside business premises, there is no right of cancellation but only the statutory provisions on the non-utilisation of rental services (§ 537 BGB) apply (see also no. 6 of these guest accommodation conditions).

**2.5** As a rule, the host will send a written copy of the booking confirmation to the guest in the case of oral or telephone bookings. However, the legal validity of the guest accommodation contract for such bookings does not depend on the receipt of the written copy of the booking confirmation.

**2.6** Insofar as the host, or ZLT as its agent, offers the possibility of a binding booking and arrangement of accommodation by way of electronic conclusion of contract via an internet platform, the following applies to this conclusion of contract:

**a)** The online booking procedure is explained to the customer by means of corresponding instructions. Only the German language is available as the contract language.

**b)** The customer can correct or delete individual details or reset the entire online booking form at any time via a correction option which is explained to him/her in the booking process.

**c)** After the selection of the accommodation services desired by the customer has been completed and the customer's personal data has been entered, the entire data including all essential information on prices, services, booked additional services and, for example, booked travel insurances are displayed. The customer has the option of discarding the entire booking or making it again.

**d)** By pressing the button "book with obligation to pay", the customer offers the host the binding conclusion of a guest accommodation contract. In the event of receipt of a booking confirmation by the host or the ZLT as intermediary within the binding period, pressing this button therefore leads to the conclusion of a guest accommodation contract subject to payment. By making the online booking and pressing the button "book with obligation to pay", no claim of the customer to the conclusion of a guest accommodation contract is established. The host is free to accept or reject the contractual offer (the booking) of the customer.

**e)** Insofar as no booking confirmation is made in real time, the host or the ZLT as intermediary shall immediately confirm the receipt of the booking to the customer electronically. This confirmation of receipt does not constitute a booking confirmation and does not establish a claim to the conclusion of the guest accommodation contract according to the booking request of the customer.

**f)** The guest accommodation contract comes into effect with the receipt of the booking confirmation by the customer, which the host or ZLT as intermediary sends to the customer in the form specified in the booking process by e-mail, fax or post.

**2.7** If the content of the booking confirmation deviates from the content of the booking, this

constitutes a new offer by the host. The contract shall be concluded on the basis of this new offer if the guest declares acceptance by means of an express declaration, down payment or payment of the balance or the occupation of the accommodation.

**2.8** Travel agents and booking offices are not authorised to make agreements, provide information or make assurances that alter the agreed content of the contract, go beyond the services contractually promised by the host or contradict the host's accommodation and service description.

**2.9** Information in hotel guides and similar directories that are not published by the ZLT or the host are not binding for the host and its obligation to provide services, unless they have been made the content of the host's obligation to provide services by express agreement with the guest.

### **3 Non-binding reservations**

**3.1** Reservations which are non-binding for the guest and from which the guest can withdraw free of charge are only possible with a corresponding express agreement with the ZLT or the host.

**3.2** If no reservation that is non-binding for the guest has been expressly agreed, the booking according to section 2. (Conclusion of contract) of these terms and conditions basically leads to a legally binding contract for the host and the guest/client.

**3.3** If a non-binding reservation has been agreed for the guest, the desired accommodation shall be held available for the host in a binding manner for booking by the guest until the agreed time. The guest must inform the ZLT or the host by this time if the reservation is to be treated as a binding booking for the guest. If this does not happen, the reservation lapses without any further obligation to notify the ZLT or the host. If the notification is made in due time, a legally binding guest accommodation contract is concluded for the host and the guest upon receipt.

### **4 Prices and services, rebooking**

**4.1** The prices stated in the brochure are final prices and include the statutory value added tax and all ancillary costs, unless otherwise stated with regard to the ancillary costs. Separate charges may be incurred and indicated, such as visitor's tax and charges for services billed according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services.

**4.2** The services owed by the host result exclusively from the content of the booking confirmation in connection with the valid brochure or the property description as well as from any supplementary agreements expressly made with the guest/client. The guest/client is recommended to make supplementary agreements in writing.

**4.3** For rebookings (changes regarding the type of accommodation, the date of arrival and departure, the length of stay, the type of catering, booked additional services and other supplementary services), for which there is no legal claim, the host may charge a rebooking fee of € 15 per change. This does not apply if the change is only minor.

### **5 Payment**

**5.1** The due date of down payment and final payment shall be based on the arrangement made with the guest or the client and noted in the booking confirmation. If no special agreement has been made, the entire accommodation price including the charges for ancillary costs and additional services shall be due for payment and payable to the host at the end of the stay.

**5.2** The host may demand a deposit after conclusion of the contract. Unless otherwise agreed in individual cases, it shall amount to 15% of the total price of the accommodation service and booked additional services.

**5.3** Payments in foreign currencies and by crossed cheque are not possible. Credit card payments and EC card payments are only possible if this has been agreed or is generally offered by the host by means of a notice. Payments at the end of the stay are not possible by bank transfer.

**5.4** If the guest does not make an agreed down payment or does not make it in full despite a reminder from the host setting a deadline, the host shall be entitled to withdraw from the contract with the guest and to charge the guest with withdrawal costs in accordance with clause 6 of these

terms and conditions, insofar as the host itself is willing and able to provide the contractual services and insofar as no legal or contractual right of retention exists on the part of the guest. The host shall not be entitled to these rights if the guest is not responsible for the default in payment.

## **6 Cancellation and no-show**

**6.1** In the event of withdrawal or non-arrival, the host's claim to payment of the agreed accommodation price, including the catering portion and charges for additional services, shall remain in force.

**6.2** The host shall endeavour to use the accommodation for other purposes within the scope of his ordinary business operations, without any obligation to make special efforts and taking into account the special character of the booked accommodation (e.g. non-smoking room, family room).

**6.3** The host shall take into account alternative occupancy and, insofar as this is not possible, saved expenses.

**6.4** According to the percentages recognised by case law for the assessment of saved expenses, the guest or the client shall pay the following amounts to the host, in each case based on the total price of the accommodation services (including all ancillary costs), but without taking into account any public charges **such as tourist tax or visitor's tax:**

- **90 % for holiday apartments/accommodation without meals**

- **80 % for bed and breakfast**

- **70 % for half board**

- **60 % for full board**

**6.5** The guest/client expressly reserves the right to prove to the host that his saved expenses are significantly higher than the deductions taken into account above, or that the accommodation services or other services have been used elsewhere. In the event of such proof, the guest or the client shall only be obliged to pay the correspondingly lower amount.'

**6.6** The conclusion of travel cancellation insurance is strongly recommended.

**6.7** For booking reasons, the notice of cancellation must be sent to ZLT (not to the host) in the case of online bookings via the booking and reservation system deskline 3.0 and should be made in writing in the interest of the guest. In the case of direct bookings with the host, the notice of cancellation must be sent to the host.

## **7 Arrival and departure**

**7.1** The arrival of the guest must take place at the agreed time, without special agreement, at the latest by 6:00 pm.

**7.2** The following shall apply to later arrivals:

The guest shall be obliged to notify the host by the agreed time of arrival at the latest if he arrives late or, in the case of stays of several days, does not wish to move into the booked accommodation until a subsequent day. If no notification is made in due time, the host shall be entitled to occupy the accommodation elsewhere. For the period of non-occupancy, the provisions in Clause 6 shall apply accordingly. If the guest notifies a later arrival, he/she shall pay the agreed remuneration, less any expenses saved by the host in accordance with Clauses 6.4 and 6.5, also for the period of non-occupancy, unless the host is contractually or legally responsible for the reasons for the later occupancy.

**7.3** The guest's accommodation must be vacated at the agreed time, without any special agreement, at the latest by 12:00 noon on the day of departure. If the accommodation is not vacated in due time, the host may demand a corresponding additional payment. The host reserves the right to claim further damages.

## **8. obligations of the customer to report defects, to bring animals, termination by the host**

**8.1** The guest is obliged to report any defects and disruptions immediately to the host and to demand remedy. Notification of defects only to the ZLT is not sufficient. If the notice of defects is culpably omitted, the guest's claims may be completely or partially forfeited.

**8.2** The guest can only terminate the contract in case of considerable defects or disturbances. He

**must first set the host a reasonable deadline for remedy within the framework of the notice of defects, unless remedy is impossible, is refused by the host or immediate termination is objectively justified by a special interest of the guest recognisable to the host or for such reasons the continuation of the stay is objectively unreasonable for the guest.**

**8.3** The following applies to the **bringing of pets**:

**Bringing and accommodating pets in the accommodation is only permitted in the event of an express agreement to this effect, if the host provides for this possibility in the advertisement. Within the framework of such agreements, the guest is obliged to provide truthful information about the type and size of the pet.**

**Violations of this may entitle the host to extraordinary termination of the guest accommodation contract. An unannounced bringing along of pets or incorrect information about type and size entitle the host to refuse the occupation of the accommodation, to terminate the guest accommodation contract and to charge cancellation costs according to clause 6 of these terms and conditions.9.**

### **Limitation of liability**

**9.1** The liability of the host from the accommodation contract according to § 536a BGB for damages that do not result from the breach of an essential obligation, the fulfilment of which makes the proper implementation of the accommodation contract possible in the first place or the breach of which endangers the achievement of the purpose of the contract or from injury to life, body or health, is excluded, unless they are based on an intentional or grossly negligent breach of duty by the host or a legal representative or vicarious agent of the host.

**9.2** The host's liability for brought-in items according to §§ 701 ff. BGB shall remain unaffected by this provision.

**9.3** The host is not liable for service disruptions in connection with services which during the stay are recognisably only arranged for the guest/client as external services (e.g. sporting events, theatre visits, exhibitions, etc.). The same applies to external services which are already arranged together with the booking of the accommodation, insofar as these are expressly marked as external services in the invitation to tender or the booking confirmation.

### **10 Limitation**

**10.1** Contractual claims of the guest/client against the host from the accommodation contract or the ZLT from the agency contract from injury to life, body or health including contractual claims for compensation for pain and suffering, which are based on their negligent breach of duty or an intentional or negligent breach of duty of their legal representatives or vicarious agents, shall become time-barred after three years. This also applies to claims for compensation for other damages based on a grossly negligent breach of duty by the Host or the ZLT or an intentional or grossly negligent breach of duty by their legal representatives or vicarious agents.

**10.2** All other contractual claims are subject to a limitation period of one year.

**10.3** The statute of limitations according to the above provisions begins in each case with the end of the year in which the claim arose and the guest/client becomes aware of the circumstances giving rise to the claim and the host or the ZLT as debtor or should have become aware without gross negligence. If the last day of the period falls on a Sunday, a public holiday recognised by the state at the place of declaration or a Saturday, the next working day shall take the place of such a day.

**10.4** If negotiations are pending between the guest and the host or the ZLT about asserted claims or the circumstances justifying the claim, the limitation period is suspended until the guest or the host or the ZLT refuses to continue the negotiations. The aforementioned limitation period of one year shall commence at the earliest 3 months after the end of the suspension.

### **11 Special regulations in connection with pandemics (in particular the Corona virus)**

**11.1** The parties agree that the agreed travel services shall always be provided by the respective

service providers in compliance with and in accordance with the official regulations and requirements applicable at the time of travel.

**11.2** The Traveller agrees to observe reasonable regulations or restrictions on use of the service providers when using travel services and to notify the tour leader and the service provider immediately in the event of typical symptoms of illness occurring.

## **12 Notice on Alternative Dispute Resolution Facilities; Choice of Law and Place of Jurisdiction**

**12.1** With regard to the law on consumer dispute resolution, the host and the ZLT point out that participation in consumer dispute resolution is not obligatory for the host and the ZLT upon publication of these guest accommodation conditions and that the host and the ZLT do not participate in voluntary consumer dispute resolution. If consumer dispute resolution would be obligatory for the host and/or the CCTC, they shall inform the guest/consumer of this in a suitable form. The host and the ZLT refer to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions.

**12.2** The contractual relationship between the guest or the client and the host or the ZLT shall be governed exclusively by German law. The same applies to the other legal relationship.

**12.3** Insofar as German law is not applied to admissible actions of the guest or the client against the host or the ZLT abroad for their liability on the merits, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of claims of the guest/customer.

**12.4** The guest, respectively the client, can only sue the host, respectively the ZLT at their registered office.

**12.5** The domicile of the customer is decisive for lawsuits of the host or the ZLT against the guest or the customer. For lawsuits against guests or clients who are merchants, legal entities under public or private law or persons who have their place of residence/business or habitual abode abroad, or whose place of residence/business or habitual abode is not known at the time the lawsuit is filed, the place of jurisdiction shall be the host's place of residence.

**12.6** The above provisions do not apply if and insofar as non-mandatory provisions of the European Union or other international provisions are applicable to the contract.

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Important note on the right of cancellation!

Please note that in the case of guest accommodation contracts (contracts for accommodation in hotels, inns, holiday flats, holiday rooms, on campsites or in other accommodation facilities) there is **no right of withdrawal** (i.e. no free right of withdrawal) according to the statutory provisions.

Accordingly, after conclusion of the contract, insofar as a free right of withdrawal has not been expressly agreed, there is only the possibility of withdrawal or cancellation subject to a charge in accordance with the terms and conditions of the host (insofar as these have been effectively agreed) or in accordance with the statutory provisions.

**The following terms and conditions for the procurement of travel services ("procurement terms and conditions") apply to the procurement of individual travel services (accommodation, tickets, experiences, etc.), the procurement of associated travel services and the procurement of package tours by Zeller Land Tourismus GmbH!**

Scope of application of these terms and conditions; division into sections A, B and C

The following terms and conditions, insofar as effectively agreed, become the content of the brokerage contract concluded between you (hereinafter referred to as the customer or traveller) and Zeller Land Tourismus GmbH, hereinafter abbreviated to "ZLT". They supplement and complete the statutory provisions of §§ 651a - y BGB (German Civil Code) and Articles 250 and 251 of the EGBGB

(Introductory Act to the German Civil Code). Please read these terms and conditions of brokerage carefully before making your booking!

With regard to the legally different types of mediation of travel services and package tours depending on the type of travel service mediated, these Terms and Conditions are divided into 3 sections.

### **The exclusive provisions for the procurement**

**A) of a single travel service** or several travel services of a single type of travel service can be found in **section A** of these Terms and Conditions

**B) linked travel services** can be found in **section B** of these terms and conditions.

**C) of a package tour**, you will find the regulations in **section C** of these terms and conditions.

### **Section A: Regulations in the case of the mediation of a single travel service or several travel services of a single type of travel service**

The provisions of this Section A on the mediation of a single travel service or several travel services of a single type of travel service within the meaning of Section 651a (3) sentence 1 BGB n.F. shall apply exclusively if the mediated travel service is neither part of linked travel services according to Section B nor part of a package tour according to Section C. The customer shall be informed by means of a form. In this case, no information of the customer by means of a form is required by law.

#### **1.1 Conclusion of contract, statutory provisions: Note on the right of withdrawal**

**1.1** Upon acceptance of the customer's brokerage order by ZLT, the contract for the brokerage of travel services shall come into existence between the customer and ZLT. Order and acceptance do not require any particular form.

**1.2** If the order is placed electronically (e-mail, Internet), ZLT confirms receipt of the order electronically without delay. This confirmation of receipt does not yet constitute confirmation of acceptance of the brokerage order.

**1.3** The mutual rights and obligations of the customer and the ZLT result from the contractual agreements made in the individual case, these Terms and Conditions and the statutory provisions, in particular §§ 651a ff BGB (German Civil Code) in conjunction with Art. 250ff EGBGB (Introductory Act to the German Civil Code), insofar as this does not conflict with mandatory statutory provisions. Art. 250 et seq. EGBGB and §§ 675, 631 et seq. BGB (German Civil Code) on the provision of services against payment.

**1.4** The rights and obligations of the customer vis-à-vis the contractual partner of the brokered service shall be governed exclusively by the agreements made with the latter, in particular - insofar as effectively agreed - the latter's travel or business terms and conditions. In the absence of any special agreement or reference, the conditions of carriage and tariff regulations issued by the competent transport authority on a statutory basis or on the basis of international agreements shall apply to transport services.

**1.5** ZLT points out that according to the statutory provisions (§ 312g paragraph 2 sentence 1 number 9 BGB), even if the service contract was concluded by way of distance selling or outside business premises, there is no right of withdrawal. The customer's other statutory rights of withdrawal and termination remain unaffected.

#### **2 General contractual obligations of ZLT, information, advice**

**2.1** On the basis of these terms and conditions of brokerage, the customer will be given the best possible advice. If requested, the booking enquiry will then be made with the service provider by ZLT. After confirmation by the service provider, the duty to perform includes handing over the documents relating to the arranged travel service(s). This does not apply if it has been agreed that the service provider will send the documents directly to the customer.

**2.2** When providing advice and information, the ZLT is liable within the framework of the law and the contractual agreements for the correct selection of the source of information and the correct passing on to the customer. An information contract with a main contractual obligation to provide information shall only come into existence in the event of a corresponding express agreement. ZLT shall not be liable for the correctness of information provided in accordance with § 675 (2) BGB unless a special information contract has been concluded.

**2.3** In the absence of an express agreement, ZLT is not obliged to determine and/or offer the most favourable provider of the requested travel service. Contractual obligations of ZLT in the context of "best price guarantees" issued by it remain unaffected by this.

**2.4** In the absence of an express agreement, ZLT does not assume any guarantee within the meaning of § 276 (1) sentence 1 BGB with regard to information on prices, services, booking conditions and other circumstances of the travel service and no procurement guarantee within the meaning of this provision with regard to information on the availability of the services to be arranged by the agent.

**2.5** ZLT accepts special requests only for forwarding to the service provider to be arranged. Unless otherwise expressly agreed, ZLT is not responsible for the fulfilment of such special requests. These are also not a condition or contractual basis for the brokerage order or for the booking declaration of the customer to be forwarded by the broker to the service provider. It is pointed out to the client that special requests generally only become part of the contractual obligations of the service provider through express confirmation by the service provider.

### **3 Documents about the arranged travel services**

**3.1** Both the customer and ZLT are obliged to check the contractual and other documents of the brokered service provider concerning the travel services that were handed over to the customer by ZLT, in particular booking confirmations, hotel vouchers, admission tickets, insurance certificates and other documents concerning the brokered travel services for correctness and completeness, in particular for conformity with the booking and the brokerage order.

**3.2** Insofar as documents about the brokered travel services are not sent to the customer directly by the brokered service provider, they shall be handed over by ZLT by handing them over at the business premises of ZLT or, at the discretion of ZLT, by postal or electronic delivery.

### **4 Obligations of the customer to cooperate with ZLT**

**4.1** The customer must notify ZLT immediately of any errors or deficiencies in ZLT's brokerage activities that are apparent to him. This includes, in particular, incorrect or incomplete details of personal customer data, other information, information and documents about the brokered travel services, as well as the incomplete execution of brokerage services (e.g. bookings or reservations not made).

**4.2** If the customer does not give notice in accordance with section 4.1, the following shall apply:

**a)** If the customer fails to give notice in accordance with section 4.1 through no fault of his own, his claims shall not lapse.

**b)** The customer's claims against ZLT shall lapse insofar as ZLT proves that the customer would not have suffered any damage or would not have suffered damage in the amount claimed by the customer if ZLT had been properly notified. This applies in particular insofar as ZLT proves that immediate notification by the customer would have enabled ZLT to remedy the defect or reduce the damage, e.g. by rebooking, additional booking or cancellation with the mediated service provider.

**c)** Claims of the client in the event of a failure to notify according to section 4.1 do not lapse

- in the case of damage resulting from injury to life, limb or health due to an intentional or negligent breach of duty on the part of ZLT or a legal representative or vicarious agent of ZLT
- in the case of claims for compensation for other damage resulting from an intentional or grossly negligent breach of duty by ZLT or a legal representative or vicarious agent of ZLT
- in the event of a breach of a material obligation, the fulfilment of which is a prerequisite for the proper performance of the brokerage contract or the breach of which jeopardises the achievement of the purpose of the contract.

Liability for booking errors according to § 651x BGB remains unaffected.



**4.3** A contractual and/or legal obligation of the Client to report defects to the mediated Service Provider shall remain unaffected by Clause 4.

**4.4** The customer is requested in his own interest to inform ZLT of any special needs or restrictions with regard to the travel services requested.

## **5 Reimbursement of Expenses, Remuneration, Collection**

**5.1** ZLT is entitled to demand payment in accordance with the service and payment provisions of the service providers arranged, insofar as these have been effectively agreed between the service provider and the customer and contain legally effective payment provisions.

**5.2** ZLT may assert payment claims against the customer as the latter's agent for collection, insofar as this is in accordance with the agreements between ZLT and the service provider, but also in its own right on the basis of the customer's statutory obligation as principal to make an advance payment in accordance with Section 669 of the German Civil Code.

**5.3** The above provisions shall apply mutatis mutandis to cancellation costs (compensation for withdrawal) and other statutory or contractual claims of the mediated service provider.

**5.4** The customer may not counter its own payment claims from ZLT by way of retention or set-off that the customer has claims against the brokered service provider, in particular due to defective performance of the brokered contract. This does not apply if a culpable breach of contractual obligations on the part of ZLT has caused or contributed to the occurrence of such claims or if ZLT is liable to the customer for the counterclaims asserted for other reasons.

## **6. obligations of ZLT in the event of complaints by the customer against the mediated service providers**

**6.1** Claims must be asserted against the mediated service providers within certain deadlines which may result from the law or contractual agreements. As a rule, these deadlines are not met by asserting them against ZLT. This also applies if the customer wishes to assert claims against both ZLT and the service provider for the same travel service.

**6.2** In the event of complaints or other assertion of claims against the mediated service providers, the obligation of ZLT is limited to the provision of the necessary and known information and documents, in particular the communication of the names and addresses of the mediated service providers.

**6.3** If ZLT assumes - even without being obliged to do so - the forwarding of the customer's claim letters within the time limit, ZLT shall only be liable for timely receipt by the recipient in the event of a missed deadline caused by ZLT itself intentionally or through gross negligence.

**6.4** With regard to any claims of the customer against the mediated service providers, ZLT is not obliged to provide advice on the type, scope, amount, conditions of entitlement and deadlines to be observed or other legal provisions.

## **7 Important information on insurance of travel services**

**7.1** ZLT draws the customer's attention to the possibility of taking out travel cancellation insurance at the time of booking in order to minimise the cost risk in the event of cancellation by the customer.

**7.2** The customer is further advised that travel cancellation insurance does not normally cover the loss incurred by the customer as a result of cancelling the use of travel services after they have commenced, even if this is not the customer's fault. As a rule, travel cancellation insurance must be taken out separately.

**7.3** When arranging travel insurance, the customer's attention is drawn to the fact that the insurance conditions of the arranged travel insurance may contain special contractual conditions and / or duties of cooperation on the part of the customer, in particular exclusions of liability (e.g. in the case of pre-existing conditions), deadlines for reporting damage and deductibles. ZLT is not liable insofar as it has not provided false information regarding the insurance conditions and the brokered travel insurer has a right to refuse performance vis-à-vis the customer on the basis of effectively agreed insurance conditions.

## **8 Liability of the ZLT**

**8.1** Insofar as ZLT has not assumed a corresponding further contractual obligation by express agreement with the customer, ZLT is only liable for the proper fulfilment of the brokerage obligations. These intermediary duties include in particular the legally effective transmission of the offer to conclude the contract with the service providers to be intermediated and, in the event of acceptance of the contract offer by the service providers to be intermediated, the transmission of the contract confirmation in the name and for the account of the intermediated service provider.

**8.2** ZLT is not liable for defects and damages incurred by the customer in connection with the brokered travel service. This does not apply in the event of an express agreement or assurance to this effect by ZLT, in particular if this deviates significantly from the service description of the service provider.

**8.3** Any liability on the part of ZLT arising from the culpable breach of intermediary obligations as well as liability in accordance with § 651x BGB remains unaffected by the above provisions.

## **9 Special regulations in connection with pandemics (in particular the Corona virus)**

**9.1** In the absence of an express agreement, ZLT is not obliged to inform the customer about any generally applicable regulations at the destination of the travel services in connection with pandemics (in particular the Corona virus).

**9.2** The parties agree that the agreed travel services will always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

**9.3** The traveller agrees to observe reasonable regulations or restrictions on use of the service providers when using travel services and to inform the tour guide and the service provider immediately in the event of typical symptoms of illness occurring.

## **10 Alternative Dispute Resolution; Choice of Law and Place of Jurisdiction**

**10.1** With regard to the law on consumer dispute resolution, ZLT points out that ZLT does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes obligatory for ZLT **after** these terms and conditions of brokerage have gone to print, ZLT will inform consumers of this in an appropriate manner. For all travel contracts concluded in electronic legal transactions, ZLT refers to the European online dispute resolution platform [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

**10.2** For customers/travellers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive validity of German law is agreed for the entire legal and contractual relationship between the customer/traveller and ZLT. Such customers/travellers may sue ZLT exclusively at its registered office.

**10.3** For legal action by ZLT against customers or contractual partners of the package tour contract who are merchants, legal entities under public or private law or persons who have their domicile or usual place of residence abroad, or whose domicile or usual place of residence is unknown at the time the action is brought, the place of jurisdiction is agreed to be the registered office of ZLT.

## **Section B: Regulations for the mediation of associated travel services according to §651w BGB (German Civil Code)**

The provisions of this Section B on the brokerage of associated travel services apply exclusively if ZLT hands out the form on the brokerage of associated travel services. In this form, the customer is informed that no package tour is booked with the booking of a further travel service with the agent, but that linked travel services are created with the conclusion of the second contract.

### **1. payments for associated travel services**

**1.1** The ZLT may only accept payments from the traveler for remuneration of associated travel services if the ZLT has ensured that these will be reimbursed to the traveler, insofar as travel services are to be provided by the ZLT itself or remuneration claims of intermediated service providers are

still to be met and in the event of the ZLT's insolvency

**a)** travel services are cancelled or

**b)** the traveler complies with requests for payment from unsatisfied intermediated service providers with regard to travel services provided.

**1.2** ZLT provides this security in the case of the procurement of associated travel services by taking out insolvency insurance in accordance with Section 651w (3) BGB (German Civil Code), stating the name and contact details of the customer's insurer in a clear, comprehensible and prominent manner and handing over a corresponding security certificate for all payments made by the customer to ZLT for associated travel services, insofar as the customer does not make payments directly to the brokered service provider of the associated travel service.

## **2 Reference to the additional validity of regulations in Section A.**

**2.1** In addition, the following clauses of Section A of these Terms and Conditions shall apply to the procurement of linked travel services: 1; 2; 3; 4; 6; 7; 8; 9; 10.

**2.2** Clause 5 of Section A applies only on condition that ZLT has fulfilled its obligation under Clause 1 of this Section B to secure payments.

## **Section C: Regulations for travel mediation of package tours according to §651v BGB by the ZLT.**

**The regulations of this section C on the mediation of package travel contracts ("travel mediation") according to § 651v BGB n.F. apply exclusively if the travel mediator hands out the form on package travel. In the form, the intermediated tour operator is identified as the company responsible for the provision of the package tour.**

### **1. payments by the customer / traveller on package tours**

**1.1** ZLT and the intermediated tour operator may only demand or accept payments on the travel price before the end of the package tour if there is an effective security agreement by the tour operator and the customer has been given the tour operator's security certificate with the name and contact details of the security provider in a clear, comprehensible and prominent manner.

### **2. declarations by the customer / traveller**

ZLT is deemed to be authorised by the tour operator to receive notifications of defects and other declarations from the customer/traveller regarding the provision of the package tour. ZLT will immediately inform the tour operator of such declarations by the traveler. To avoid loss of time despite immediate forwarding, ZLT recommends that corresponding declarations be made directly to the tour operator or the tour operator's contact point.

### **3. reference to the additional validity of regulations in section A.**

**3.1** In addition, the following clauses of Section A of these Terms and Conditions shall apply to travel arrangements for package tours: 1.1-1.4; 2.1; 2.3; 2.4; 2.5; 3.1; 4.1; 4.4; 6.4; 7; 8; 9.2; 9.3; 10;

**3.2** Clause 1.5. of Section A applies with the proviso that, in accordance with the statutory provisions (Section 312 (7) of the German Civil Code), there is no right of cancellation in the case of package travel contracts pursuant to Sections 651a and 651c of the German Civil Code which have been concluded by means of distance selling (letters, catalogues, telephone calls, telecopies, e-mails, messages sent via mobile telephone service (SMS) as well as broadcasting, teledmedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal pursuant to Section 651h of the German Civil Code. However, there is a right of withdrawal if the contract for travel services has been concluded outside business premises in accordance with Section 651a of the German Civil Code (BGB), unless the oral negotiations on which the conclusion of the contract is based have been conducted at the prior order of the consumer; in the latter case, there is also no right of withdrawal.

**3.3** Item 2.2. of Section A only applies insofar as information is concerned which the travel agent is not obliged to provide in accordance with § 651v Para. 1 BGB in conjunction with. Article 250 § 1 to 3

EGBGB.

**3.4** Item 3.2 of section A only applies insofar as the customer is not entitled to a travel confirmation in paper form pursuant to Art. 250 § 6 para. 1 sentence 2 EGBGB.

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## **TERMS AND CONDITIONS OF BROKERAGE AND CONTRACT FOR EXPERIENCES**

**The following terms and conditions for the mediation and contracting of experiences apply to contracts for experiences with the providers of these experiences and their mediation by Zeller Land Tourismus GmbH!**

Dear customers,

the following terms and conditions of brokerage and contract regulate on the one hand the legal relationship between Zeller Land Tourismus GmbH - hereinafter abbreviated to "ZLT" - and you - hereinafter abbreviated to "customer" - with regard to the brokerage activities of ZLT, and on the other hand the legal relationship between you and the provider of the experiences brokered by ZLT, hereinafter uniformly referred to as "experience provider" and abbreviated to "EA". The mediation and contract conditions, insofar as they are included in a legally effective manner, become part of the service contract that is concluded between you or the client and the tour guide in the event of your booking. **Therefore, please read these terms and conditions carefully before making your booking.**

### **1. terms; position of the ZLT and the EA; applicable legal provisions; procurement of additional services.**

**1.1** In the following, the term "customer" refers to both individual guests and groups of customers.

**1.2** These Terms and Conditions for Experiences apply to experiences, guided tours, tours and admission tickets offered by the respective EA which, pursuant to § 651a para. 5 no. 2 BGB (German Civil Code), last less than 24 hours and do not include an overnight stay (day trips) and whose travel price does not exceed 500 Euros. These day offers are hereinafter referred to as "experiences".

**1.3** The EA provides the advertised contractual services as the direct contractual partner of the customer as an independent service provider. The ZLT is exclusively the mediator of the contract between the customer and the performing EA, unless the ZLT is expressly named as the provider of the experience in the individual case. If additional services, transfers, restaurant services or other services are booked in connection with the experience, ZLT is likewise exclusively the agent for such services.

**1.4** As an intermediary, ZLT has the position of a provider of associated travel services insofar as the prerequisites for an offer of associated travel services by ZLT exist in accordance with the statutory

provisions of § 651w BGB.

**1.5** Notwithstanding the obligations of ZLT as a provider of associated travel services (in particular handing over the legally required form and carrying out the customer money protection in the event of collection activities by ZLT) and the legal consequences in the event of non-fulfilment of these legal obligations, ZLT is neither a tour operator nor a contractual partner of the contract for the experience that is concluded in the event of a booking in the event of the existence of the prerequisites according to sections 1.3 and 1.4. In the case of such orders or guided tours, ZLT is therefore not liable for information on prices and services, for the provision of the service itself or for service deficiencies in connection with the experience. This does not apply if the contractually agreed service is a package tour or other offer for which ZLT is the customer's direct contractual partner.

**1.6** Any liability of ZLT arising from the brokerage contract and from statutory provisions, in particular according to mandatory provisions on telemedia and electronic commerce, remains unaffected by this.

**1.7** The legal relationship between the EA and the customer shall be governed first and foremost by the agreements concluded with the EA or the ZLT as its representative, supplemented by these Terms and Conditions of Brokerage and Contract, and alternatively by the statutory provisions on the service contract §§ 611 ff. BGB shall apply. The brokerage relationship with the ZLT shall be governed first and foremost by the agreements concluded with the ZLT, then by the provisions on the brokerage activities of the ZLT in these Terms and Conditions and, in the alternative, by the statutory provisions of Section 675 of the German Civil Code (BGB) on the provision of services for consideration.

**1.8** Unless otherwise stipulated in favour of the customer in mandatory international or European law provisions applicable to the contractual relationship with the EP or the brokerage activities of the ZLT, the entire legal and contractual relationship with the EP and the ZLT shall be governed exclusively by German law.

## **2 Conclusion of the contract; position of a group client; information on the right of revocation**

**2.1** The following applies to all bookings of Experiences:

- a)** The basis of the offer of EA and the booking of the customer are the description of the experience offer and the supplementary information in the booking basis as far as these are available to the customer at the time of booking.
- b)** If the content of the booking confirmation deviates from the content of the booking, a new offer by EA shall exist. The contract is concluded on the basis of this new offer if the customer declares acceptance by means of an express declaration, down payment or payment of the balance or the use of the services.

c) The customer making the booking is liable for the contractual obligations of fellow participants for whom he makes the booking as for his own, insofar as he has assumed a corresponding obligation by express and separate declaration. The same applies accordingly to group commissioners or group managers for the participants of the Experiences registered by the group commissioner or group manager.

**2.2** The following terms and conditions apply in addition to Experiences for closed groups. Experiences for closed groups in the sense of these provisions are exclusively group offers which are organised by EA as the responsible provider and are booked and/or processed via a group representative or client who acts as an authorised representative for a certain group of participants and assumes the sole position of the customer vis-à-vis EA.

**2.3** EA points out that according to the legal regulations (§ 312g paragraph 2 sentence 1 number 9 BGB), there is no right of withdrawal even if the service contract was concluded at a distance or outside business premises. The customer's other statutory rights of withdrawal and termination remain unaffected.

**2.4** In the case of bookings made via the website of the EA, the tourism organisation or other intermediaries, the following shall apply to the conclusion of the contract:

a) By pressing the button (the button) "book with obligation to pay" (or similarly clearly designated), the Customer offers EA the conclusion of the contract on the experience in a binding manner. The receipt of the booking will be confirmed to the customer electronically without delay.

b) The transmission of the contract offer by pressing the button "book with obligation to pay" does not constitute a claim of the customer or the principal to the conclusion of a contract with EA according to his booking details. Rather, EA is free to decide whether or not to accept the contract offer of the customer or the principal.

c) The contract comes into effect through the receipt of the booking confirmation from EA by the customer or the principal.

### **3. services, reservation of substitution; deviating agreements; change of essential services; duration of services; weather conditions.**

**3.1** The service owed by EA consists of the provision of the respective service in accordance with the service description and the additional agreements made.

**3.2** If a certain group size may not be exceeded or not exceeded for a service, this shall be stated in the service description.

**3.3** Unless otherwise expressly agreed, the performance of experiences is not owed by a specific person (e.g. specific tour guide). Even if a certain person is named, the right is reserved to replace this person by another person in case of a compelling reason for prevention (in particular due to illness). If the EA cannot find a substitute in case of an impediment for which the EA is not responsible (especially in case of solo self-employed persons), the EA is entitled to declare the withdrawal from the contract or to terminate the contract extraordinarily for an important reason. In this case, any payment obligation of the customer is cancelled. Further claims of the customer, in particular the reimbursement of costs for arrival and departure, are excluded.

**3.4** Changes or additions to the contractually advertised services require an express agreement with EA, for which text form is strongly recommended for reasons of proof.

**3.5** Changes to essential services which deviate from the agreed content of the contract and which become necessary after conclusion of the contract (in particular also changes in the time schedule of the respective service provision) and which were not brought about by EA contrary to good faith are permitted insofar as the changes are not substantial and do not impair the overall nature of the service. Any warranty claims of the customer or the principal in case of such changes of essential services remain unaffected.

**3.6** Information on the duration of services is approximate.

**3.7** The following applies to weather conditions and their effects on agreed services:

- a)** Unless otherwise expressly agreed in individual cases, the agreed services shall take place in all weather conditions.
- b)** Weather conditions do not entitle the customer to withdraw from or terminate the contract with EA free of charge. This does not apply only if the weather conditions impair the body, health or property of the customer or the participants of the client in the service so considerably that the performance is objectively unreasonable for the customer or the client and his participants.
- c)** If such conditions exist at the beginning of the service or are objectively to be expected before the beginning of the service for its agreed point in time, it is reserved for both the customer or the principal and EA to terminate the contract for the service properly or extraordinarily.
- d)** In the event of such a termination by EA, the customer or principal shall have no claims for reimbursement of costs, in particular travel and accommodation costs, unless contractual or statutory claims of the customer or principal for damages or reimbursement of expenses are justified in this respect.

#### **4. provision of services and payment modalities**

**4.1** The agreed services include the provision of the services and additionally advertised or agreed services.

**4.2** The agreed price is to be paid as determined by the EA in the case of online payment directly with the conclusion of the booking, otherwise at the latest 14 days after the invoice date or after corresponding agreement immediately before the start of the experience.

**4.3** As far as no contractual or legal right of withdrawal of the customer exists and EA is ready and able to provide the contractual services, the following applies:

- a)** If the Customer does not pay the service price or does not pay it in full when the conditions for payment are fulfilled, EA is entitled to withdraw from the contract after a reminder with an appropriate deadline and expiry of this deadline and to claim damages from the Customer according to §§ 280 para. 1, 241 para. 2 BGB (German Civil Code) in accordance with clause 7 below, unless the Customer has a right of set-off or retention at the time of the due date or the Customer is not responsible for the delay in payment which has occurred.
- b)** Without full payment of the service price, the customer has no claim to the use of the services.

#### **5. rebooking; changes of the invoice address**

**5.1** After conclusion of the contract, the customer or the client has no right to change the date of the service, the time, the place of departure or the destination of the service (rebooking). At the request of the customer or client, it can be checked whether a rebooking is nevertheless possible. The rebooking request will only be accepted in text form.

**5.2** The above provisions apply accordingly to a change of billing address, for which a processing fee of € 5,- per change may be charged.

#### **6. non-utilisation of services**

**6.1** If the customer or the principal does not make use of the agreed services in whole or in part without EA being responsible for this, in particular by not appearing for the respective service provision without termination of the contract, although EA is ready and able to provide the service, there is no claim for reimbursement of payments already made.

**6.2** The agreed remuneration is subject to the statutory provisions (§ 615 p. 1 and 2 BGB):

- a) The agreed remuneration is to be paid without there being a claim to subsequent performance.
- b) However, EA shall allow saved expenses to be offset against the remuneration as well as remuneration which EA obtains or maliciously refrains from obtaining by using the agreed services elsewhere.

## **7. withdrawal by EA due to non-achievement of the minimum number of participants**

**7.1** EA can withdraw if the minimum number of participants is not reached according to the following regulations:

- a) The minimum number of participants and the latest date of withdrawal by EA must be clearly stated in the specific service description or, in case of uniform regulations for certain types of experiences, in a general notice or a general service description.
- b) EA must clearly state the minimum number of participants and the latest cancellation deadline in the booking confirmation or refer to the corresponding information in the service description there.
- c) EA is obliged to immediately declare the cancellation of the event to the customer if it is determined that the event will not be carried out due to the minimum number of participants not being reached.
- d) In the case of an agreed minimum number of participants, a deposit specified in the advertisement can become due for payment with the booking, the remaining or total payment becomes due for payment with the confirmation of the implementation.

**7.2** If the Experience is not carried out for this reason, the customer shall be refunded any payments made for the Experience without delay.

## **8 Cancellation and Withdrawal by the Customer or Client**

**8.1** The customer or the client can terminate the contract with EA after conclusion of the contract. The termination does not require a specific form. However, a termination in text form is strongly recommended. If the customer or principal cancels the contract or does not make use of services without a notice of cancellation - in particular by not showing up - EA can demand the service price for the provided services and the related expenses.

**8.2** The cancellation fees result from the express stipulations in the advertisement of the EA's event offer. Insofar as no other express stipulation is made by the EA in the advertisement of the event offer, cancellation fees in the amount of 100% of the total price shall be due. Clause 6.2.b) applies accordingly.

**8.3** Insofar as a pro rata repayment is due in favour of the customer in the event of withdrawal or termination on the basis of the cancellation conditions stipulated by the EA, a pro rata repayment of payments already made, if due, shall be made exclusively by the EA. Agents of EA with collection authority are expressly not entitled or obliged to make repayments in the name and for the account of the EA.

**8.4** In any case, the customer is at liberty to prove to EA that EA has not suffered any damage at all or that the damage is significantly lower than the compensation demanded.

**8.5** The above termination provisions shall not affect the Customer's statutory or contractual rights of termination in the event of defects in EA's services or other statutory warranty claims.



## **9 Liability of EA; Insurances**

**9.1** EA is liable without limitation as far as

- the damage results from the breach of an essential obligation of EA, the fulfilment of which is a prerequisite for the proper performance of the contract or the breach of which endangers the achievement of the purpose of the contract or
- the damage results from injury to life, body or health of the Customer.

Apart from that, EA's liability is limited to damages caused by EA or EA's vicarious agents intentionally or by gross negligence.

**9.2** EA is not liable for services, measures or omissions of accommodation and catering establishments or other providers visited on the occasion of the service, unless a culpable breach of duty by EA was the cause or contributory cause of the damage.

**9.3** The agreed contractual services include insurances in favour of the customer or the Principal only if this has been expressly agreed. The customer or the principal is explicitly recommended to take out an insurance for cancellation of services.

## **10 Termination for Reasons of Behaviour**

**10.1** EA can terminate the service contract without observing a period of notice if the Customer disturbs the service contract in spite of a warning by EA or if he behaves contrary to the contract to such an extent that the immediate termination of the contract is justified.

**10.2** If EA terminates the contract, EA shall retain the claim to the service price; however, EA must take into account the value of the saved expenses as well as those advantages which EA obtains from another use of the service not used.

## **11 Obligations of the Guest**

**11.1** The customer is obliged to immediately notify the EA of any defects of the agreed services and to demand remedy. Any claims resulting from defective or incomplete services of the EA will only not be forfeited if this notification is not made through no fault of the EA.

**11.2** The Customer is required to provide a mobile phone number at the time of booking or in good time before the agreed date of the experience, under which they can be contacted in case of extraordinary events. As a rule, ZLT will also provide the guest or a designated person with a corresponding mobile phone number of the performing EA.

**11.3** Agreed service times must be adhered to punctually. If the Customer is late, he/she is obliged to inform the Event Service Provider of this delay at the latest by the time of the agreed start of the service and to state the expected time of the late arrival. The EA may refuse a late start of the event service if the postponement is objectively impossible or unreasonable, in particular if subsequent services or other compelling business or private appointments of the Provider cannot be met as a result. Postponements of more than 30 minutes generally entitle the Provider to cancel the event service. In this case, the Provider's claim to remuneration shall be governed accordingly by the provisions of Clause 6 of these Terms and Conditions.

**11.4** The customer is only entitled to cancel or terminate the experience after the start of the service if the service of the EA is considerably defective and these defects are not remedied despite a corresponding notice of defect. In the event of an unjustified termination or cancellation, the customer shall not be entitled to a refund. Warranty claims of the customer in the event of defective performance of the event remain unaffected by this.

## **12 Special Obligations of the Guests with Regard to Open Air Experiences**

**12.1** It is the responsibility of the customer to inform himself before booking and before using the adventure services whether they are suitable for him taking into account his personal health disposition.

**12.2** Neither the EA nor ZLT are obliged to provide any special medical information or instruction in this respect, in particular tailored to the respective customer, without express agreement.

**12.3** The EA or its vicarious agents (guides, etc.) may exclude the customer in whole or in part in the event of justified indications that the adventure services could overstrain the customer if the customer is in danger of endangering himself or others as a result. Clause 6 shall apply accordingly.

**12.4** In the event that the customer withdraws or interrupts the event due to an injury or illness for which the EA is not responsible or at his own request, the provisions according to clause 6 shall also apply.

**12.5** The customer is recommended to wear clothing that is suitable for the adventure service and protects against strong sunlight, rain or wind. It is also recommended that clients bring a change of clothes. If the Client appears in clothing or footwear that is not suitable for the experience, the EA reserves the right to exclude the Guest from the experience in whole or in part for safety reasons.

### **13. special obligations of the customer with regard to experiences with physical activity (e.g. guided walking tours, offers with bicycle, Segway or similar).**

**13.1** Clause 12 applies accordingly to experiences with physical activity.

**13.2** Despite the fact that the experiences are accompanied by a guide, the experiences require a high degree of personal responsibility on the part of the client.

**13.3** Guests are advised to wear clothing that is suitable for the experience and protects them from strong sunlight, rain or wind. It is also recommended to bring a change of clothes. If the client appears in inappropriate clothing or footwear, the experience provider reserves the right to exclude the client from the experience in whole or in part for safety reasons.

**13.4** Instructions given by the guides must be followed before and during the Experience. Traffic regulations must be observed and consideration for other road users must be shown at all times.

**13.5** Non-swimmers are not permitted to participate in physically active experiences on water.

**13.6** The EA reserves the right to change the planned experiences according to the knowledge of the participating customers, according to their technical and conditional requirements or due to unforeseen circumstances within the scope of the EA's duty of care and road safety obligations.

**13.7** The aforementioned unforeseen circumstances in the context of dangers during experiences include in particular, but not exclusively: extreme weather conditions or return due to injuries, illness or exhaustion of a participating customer.

### **14. special provisions in connection with pandemics (in particular the corona virus)**

**14.1** The parties agree that the agreed services will always be provided by EA in compliance with and in accordance with the official requirements and conditions applicable at the time of the respective service.

**14.2** The Customer agrees to observe reasonable usage regulations or restrictions of EA when using services and to notify EA immediately in the event of typical symptoms of illness occurring.

### **15 Choice of Law; Place of Jurisdiction; Consumer Dispute Resolution**

**15.1** German law shall apply exclusively to the entire legal and contractual relationship between the customer and EA. The customer can only sue EA at the registered office of EA.

**15.2** The place of residence of the customer shall be decisive for legal actions of EA against the customer. For lawsuits against customers who are merchants, legal entities under public or private law or persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is not known at the time the lawsuit is filed, the place of jurisdiction shall be the registered office of EA.

**15.3** The above provisions shall not apply,

**a)** if and insofar as provisions of international agreements, which are applicable to the service contract between the Customer and EA and which cannot be contractually excluded, result otherwise in favour of the Customer or

**b)** if and insofar as non-mandatory provisions applicable to the service contract in the member state of the EU to which the Customer belongs are more favourable to the Customer than the above provisions or the corresponding German provisions.

**15.4** With regard to the Consumer Dispute Resolution Act, EA points out that EA does not participate in a voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for EA after these terms and conditions have gone to print, EA will inform consumers of this in an appropriate manner. EA refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr> for all contracts concluded in electronic legal transactions.

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**The provider of the respective experiences is the experience provider named in the offer.**

**The mediator of the experiences is:**

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## **TRAVEL CONDITIONS FOR PACKAGES OFFERED BY ZELLER LAND TOURISMUS GMBH**

Please read the following travel conditions for package tours carefully. These terms and conditions of travel, insofar as they are effectively included, become an integral part of the travel contract which you - hereinafter referred to as the "traveller" or "customer" - conclude with Zeller Land Tourismus GmbH, hereinafter referred to as "ZLT", as the tour operator. These travel conditions apply exclusively to the package offers of ZLT. They do not apply to the procurement of third-party services (such as guided tours and admission tickets) and not to contracts for accommodation services or their procurement. They supplement and fill out the statutory provisions of §§ 651a - y BGB (German Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code):

### **1 Conclusion of contract**

**1.1** With the booking (travel registration), which can be made verbally, by telephone, in writing, by fax or by e-mail, the customer makes a binding offer to ZLT to conclude a travel contract. The basis of his offer is the travel description, these travel terms and conditions and all supplementary

information in the booking basis (catalogue, host directory, Internet), insofar as 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. At the time of or immediately after the conclusion of the contract, the tour operator will send the customer a travel confirmation on a durable medium (which enables the customer to keep or store the declaration unchanged in such a way that it is accessible to him within a reasonable period of time, e.g. on paper or by e-mail) that complies with the legal requirements regarding its content, unless the traveller is entitled to a travel confirmation in paper form according to Article 250 § 6 (1) sentence 2 EGBGB (Introductory Act to the German Civil Code) because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside business premises.

presence of both parties or outside business premises.

**1.3** Insofar as ZLT offers the option of a binding booking by way of electronic conclusion of contract via an internet platform, the following applies to this conclusion of contract:

- a)** The online booking procedure shall be explained to the customer by means of appropriate instructions. Only the German language is available as the contract language.
- b)** The customer can correct or delete individual details or reset the entire online booking form at any time via a correction option which is explained to him/her in the booking process.
- c)** After the selection of the travel services desired by the customer has been completed and the customer's personal data has been entered, the entire data including all essential information on prices, services, booked additional services and, for example, booked travel insurances are displayed. The customer has the option of discarding the entire booking or making a new one.
- d)** By pressing the button "book with obligation to pay", the customer offers ZLT the binding conclusion of a travel contract. Accordingly, pressing this button leads to the conclusion of a payable travel contract in the event of receipt of a booking confirmation by ZLT. By making the online booking and pressing the button "book with obligation to pay", the customer does not establish a claim to the conclusion of a travel contract. ZLT is free to accept or reject the customer's offer contract offer (the booking) of the customer.
- e)** If no booking confirmation is made in real time, ZLT will immediately confirm receipt of the booking to the customer electronically. This confirmation of receipt does not constitute a booking confirmation and does not constitute a claim to the conclusion of the travel contract in accordance with the customer's booking request.
- f)** The travel contract comes into effect with the receipt of the booking confirmation by the customer, which ZLT sends to the customer in the form specified in the booking process by e-mail, fax or post.

**1.4** If the booking confirmation of ZLT differs from the booking of the customer, a new offer of ZLT exists, to which ZLT is bound for 7 days from the date of the booking confirmation. The contract is concluded on the basis of this amended offer insofar as the customer declares acceptance of this offer by means of an express declaration, down payment or final payment. The same applies if ZLT has made an offer to the customer in text form for a flat rate.

**1.5** The pre-contractual information provided by ZLT on essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (pursuant to Article 250 § 3 No. 1, 3 to 5 and 7 EGBGB) shall

only not become part of the package travel contract if this has been expressly agreed between the parties.

**1.6** ZLT points out that according to the statutory provisions (§§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB) there is no right of cancellation for package travel contracts according to § 651a and § 651c BGB, which were concluded in distance selling (letters, catalogues, telephone calls, telecopies, e-mails, messages sent via mobile phone service (SMS) as well as broadcasting, teledmedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB (see also section 8). However, there is a right of withdrawal if the contract for travel services has been concluded outside business premises in accordance with § 651a BGB.

## **2. services**

**2.1** The services owed by ZLT result exclusively from the content of the booking confirmation in conjunction with the underlying advertisement for the respective package and in accordance with all notes and explanations contained in the booking basis.

**2.2** Travel agents and service providers, in particular accommodation providers, are not authorised by ZLT to give assurances or to make agreements that go beyond or contradict the travel description or booking confirmation or to change the confirmed content of the travel contract.

**2.3** Information in hotel guides, brochures and similar directories, in particular also in house brochures of the accommodation hosts, which are not published by ZLT, are not binding for ZLT and its obligation to perform, unless they have been made the content of the host's obligation to perform by express agreement with the guest.

## **3. deposit/residual payment**

**3.1** Tour operators and travel agents may only demand or accept payment of the tour price before the end of the package tour if an effective customer money protection contract exists and the customer has been handed over the protection certificate with the name and contact details of the customer money protector in a clear, comprehensible and prominent manner. After conclusion of the contract (receipt of the booking confirmation) and after handing over a security certificate, a deposit is to be paid, which will be credited against the tour price. Unless otherwise agreed in the individual case and noted in the booking confirmation, it amounts to 20% of the tour price.

**3.2** The balance is due 28 days before the start of the tour if no other payment date has been agreed in the individual case, the deposit guarantee certificate has been handed over and it is clear that the tour can no longer be cancelled for the reasons stated in section 8 of these terms and conditions. In the case of bookings made less than 28 days before the start of the tour, the entire tour price is due for payment immediately.

**3.3** In deviation from the provision in sections 3.1 and 3.2, the obligation to hand over a chattel paper does not apply if the contractual services do not include transport to and from the holiday destination and it is agreed and noted in the booking confirmation that the entire tour price is only to be paid on site after the end of the tour (end of the package tour).

**3.4** Insofar as no contractual or legal right of withdrawal exists on the part of the customer and ZLT is willing and able to provide the contractual services, the following applies:

**a)** If the travel guest does not make the down payment or final payment or does not make it in full by the agreed dates when the conditions for payment are met, ZLT is entitled to withdraw from the

contract after issuing a reminder with a deadline and to charge the travel guest with withdrawal costs in accordance with point 4 of these terms and conditions. ZLT is not entitled to these rights if the guest is not responsible for the delay in payment.

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

#### **4 Withdrawal by the customer, rebooking**

**4.1** The customer may withdraw from the tour at any time up to the start of the tour. It is recommended to declare the withdrawal in text form to avoid misunderstandings. The cut-off date is the date of receipt of the declaration of withdrawal by ZLT or the travel agent.

**4.2** If the customer withdraws before the start of the trip or does not start the trip, ZLT loses the claim to the travel price. Instead, ZLT can demand reasonable compensation, insofar as ZLT is not responsible for the withdrawal. ZLT cannot demand compensation insofar as unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the performance of the package tour or the transport of persons to the destination; circumstances are unavoidable and extraordinary if they are beyond the control of ZLT and their consequences could not have been avoided even if all reasonable precautions had been taken.

**4.3** The amount of compensation is determined by the tour price minus the value of the expenses saved by ZLT as well as minus what ZLT acquires through other use of the travel services, which must be justified by the tour operator at the customer's request. The tour operator has determined the following flat rates for compensation, taking into account the period of time between the notice of cancellation and the start of the trip as well as the expected savings in expenses and the expected acquisition through other use of the travel services. The compensation is calculated according to the date of receipt of the

The compensation shall be calculated according to the date of receipt of the cancellation declaration as follows with the respective cancellation scale:

**up to the 31st day before the start of the tour 10% of the tour price**

**from the 30th to the 21st day before the start of the tour 20% of the tour price**

**from the 20th to the 12th day before the start of the tour 30 % of the tour price**

**from the 11th to the 3rd day before departure 70 % of the tour price**

**from the 3rd day before the start of the tour and in the event of no-show 90% of the tour price.**

**4.4** We strongly recommend that you take out travel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness.

**4.5** The customer reserves the right to prove to ZLT that it has incurred no costs or significantly lower costs than the flat rates specified above. In this case, the customer is only obliged to pay the lower costs.

**4.6** A compensation lump sum pursuant to section 4.3 is deemed not to be fixed and agreed if ZLT proves that ZLT has incurred significantly higher expenses than the calculated amount of the lump sum pursuant to section 4.3. In this case, ZLT is obliged to specifically quantify and justify the requested compensation, taking into account the saved expenses and the acquisition of any other use of the travel services.

**4.7** If, at the request of the customer, changes are made after conclusion of the contract with regard to the travel date, the accommodation, the type of catering or other services (rebooking), ZLT can charge a rebooking fee of € 15.00 up to the 32nd day before the start of the trip without the

customer having a legal claim to the rebooking and only if this is possible at all. Later rebookings are only possible with withdrawal from the travel contract and rebooking in accordance with the above withdrawal conditions. This does not apply to rebooking requests that only cause minor costs.

**4.8** If ZLT is obliged to refund the travel price as a result of a withdrawal, §651h para.5 BGB remains unaffected.

**4.9** The customer's statutory right to demand from ZLT, pursuant to §651 e BGB (German Civil Code), by means of notification on a durable medium, that a third party take his place in the rights and obligations arising from the package travel contract remains unaffected by the above conditions. Such a declaration is in any case timely if it is received by ZLT 7 days before the start of the trip.

## **5 Obligations of the traveller (notification of defects, termination)**

**5.1** The traveler is obligated to notify ZLT immediately of any defects that occur and to demand a remedy. The traveller's claims will only not be forfeited if the traveller fails to give notice of defects through no fault of his own. However, the traveler can also bring the notice of defects to the attention of his travel agent through whom he booked the trip. Notification of defects to the service provider, in particular the accommodation provider, is not sufficient.

**5.2** If the trip is considerably impaired as a result of a travel defect or if the traveller cannot reasonably be expected to carry out the trip as a result of such a defect for an important reason recognisable to ZLT, the traveller may terminate the travel contract in accordance with the statutory provisions (§ 651l BGB). If a customer/traveller wishes to terminate the package travel contract due to a travel defect of the type described in § 651i (2) BGB, insofar as it is significant, in accordance with § 651l BGB, he must first set the tour operator a reasonable deadline for remedial action. This does not apply only if the tour operator refuses the remedy or if the immediate remedy is necessary.

**5.3** The traveller has to assert claims according to § 651i paragraph (3) no. 2, 4-7 BGB (German Civil Code) due to non-contractual provision of the travel services against ZLT at the address given below. The claim can also be made via the travel agent if the trip was booked via this travel agent. The contractual claims listed in § 651 i paragraph (3) BGB (German Civil Code) are subject to a limitation period of two years. The statute of limitations begins on the day on which the trip was supposed to end according to the contract. It is strongly recommended that claims are made in text form. 6.

## **6 Special obligations of the traveller for packages with medical services, spa treatments, wellness offers**

**6.1** In the case of packages which include medical services, spa treatments, wellness offers or comparable services, it is the responsibility of the traveler to inform himself before booking, before departure and before using the services whether the corresponding treatment or services are suitable for him, taking into account his personal health disposition, in particular any pre-existing complaints or illnesses.

**6.2** ZLT does not owe any special medical information or instruction about the consequences, risks and side effects of such services, in particular tailored to the respective traveller, in this respect without express agreement.

**6.3** The above provisions apply irrespective of whether ZLT is only an agent for such services or whether they are part of the travel services.

## **7 Liability**

**7.1** ZLT's contractual liability for damages that do not result from the breach of a material obligation, the fulfilment of which is essential to the proper performance of the contract or the breach of which jeopardises the achievement of the purpose of the contract, or from injury to life, limb or health, and which were not culpably caused, is limited to three times the travel price,

**7.2** ZLT is not liable for information and service disruptions in connection with services that are not contractually agreed main services and are not part of the package offer of ZLT and are recognisable to the customer and are described as external services in the travel description or the booking confirmation and stating the identity and address of the brokered contractual partner, or are merely brokered as external services during the stay (e.g. spa and wellness services, sporting events, theatre visits, exhibitions, excursions, etc.). Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

**7.3** Insofar as services such as medical services, therapy services, massages or other curative treatments or services are not part of the package offered by ZLT and are merely arranged by ZLT in addition to the booked package in accordance with section 7.2, ZLT is not liable for the provision of services or personal injury or damage to property. Insofar as such services are part of the travel services, ZLT is not liable for the success of a cure or spa treatment. Sections 651b, 651c, 651w and 651y of the BGB remain unaffected by this.

## **8. withdrawal by ZLT due to failure to reach a minimum number of participants as advertised**

**8.1** If a minimum number of participants is not reached in the specific travel advertisement for a particular trip or in a general note in the travel brochure for all trips or trips precisely described therein, ZLT can withdraw from the travel contract up to 21 days before the start of the trip if ZLT

**a)** has stated the minimum number of participants in the respective pre-contractual information and the time by which the customer must have received the declaration before the contractually agreed start of the trip at the latest, and

**b)** states the minimum number of participants and the latest cancellation deadline in the travel confirmation.

**8.2** Cancellation must be declared to the customer no later than on the date indicated to the customer in the pre-contractual information and the travel confirmation. If it is already apparent at an earlier point in time that the minimum number of participants cannot be reached, the tour operator must immediately make use of his right of withdrawal.

**8.3** In the event of withdrawal by ZLT, the customer will be refunded any payments made on the tour price without delay, but in any case within 14 days of receipt of the notice of withdrawal.

## **9. services not used**

If the traveler does not make use of individual travel services that ZLT was willing and able to provide in accordance with the contract for reasons that are attributable to the traveler, the traveler has no right to a proportional refund. However, ZLT will endeavour to obtain a refund from the service provider, insofar as the amounts involved are not quite insignificant, and will pay the corresponding amounts back to the customer as soon as and insofar as they have actually been refunded to ZLT by the individual service providers.



## **10 Special regulations in connection with pandemics (in particular the Corona virus)**

**10.1** The parties agree that the agreed travel services will always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

**10.2** The traveller agrees to observe reasonable regulations or restrictions on use of the service providers when using travel services and to notify the tour guide and the service provider immediately in the event of typical symptoms of illness occurring.

## **11. information on alternative dispute resolution facilities; choice of law and jurisdiction agreement**

**11.1** With regard to the Consumer Dispute Resolution Act, ZLT points out that ZLT does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes obligatory for ZLT, ZLT will inform the consumers about this in an appropriate manner. For all contracts concluded in electronic legal transactions, ZLT refers to the European online dispute resolution platform

<https://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions.

**11.2** For travelers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the traveler and ZLT. Such travelers may sue ZLT exclusively at its registered office.

**11.3** For legal action by ZLT against travelers or contractual partners of the travel contract who are merchants, legal entities under public or private law or persons who have their place of residence or habitual abode abroad, or whose place of residence or habitual abode is unknown at the time the action is brought, the place of jurisdiction is agreed to be the registered office of ZLT.

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