

Terms and Conditions for Package Tours

Dear Guest,

Before you book your tour, please read the following terms and conditions carefully. In the event of a booking arrangement between you and ourselves, **Marburg Tourismus und Marketing, Pilgrimstein 26, 35037 Marburg, Tel.: 06421/9912-0, Fax.: 06421/9912-12, Email [mtm @marburg.de](mailto:mtm@marburg.de), in the following abbreviated **MTM****, they are – where effectively included in the contract – the contents of the resulting tour contract.

1. Reservation

- 1.1 The guest may convey his/her booking interests to **MTM** verbally or in written form by letter, FAX or email. **An inquiry is not yet binding for the guest and is not yet considered an effective booking contract with the guest.**
- 1.2 According to the guest's wishes **MTM** will compile a concrete proposal including services, prices and schedule, which the guest receives as a rule in written form, by fax or by email (for short-notice inquiries – less than 8 days before commencement – as a rule **by telephone or by fax**). With the proposal **MTM** offers the guest a binding contract on the basis of the tour description, its conditions and all further specifications in the booking inquiry.
- 1.3 The booking is complete upon **MTM's** reception of the **guest's statement of acceptance** in written form, by fax or by email (verbally for short-notice proposals). **Upon receiving this statement of acceptance by MTM, the booking is legally binding for the guest and the provider of the package tour.** **MTM** will then verify receipt of the guest's the statement of acceptance.
- 1.4 The registering party is liable for participants included in the registration for all obligations covered in the reservation, to the extent that he/she has expressly assumed obligations in written and separate form.

2. Service Obligation of **MTM**

- 2.1 The service obligation of **MTM** arises exclusively from the booking verification from **MTM** according to the tour description and all details included, valid at the time point of the tour.
- 2.2 Service providers (hotels, restaurants, transportation services, artists, etc.) are not authorized to give information or pledges in **MTM's** name that extend beyond, alter or contradict the service description given by **MTM**.

3. Deposit and Balance Payment

- 3.1 After booking (upon **MTM's** receipt of the guest's statement of acceptance) and after receiving our verification, the guest is required to make a deposit of **10% of the tour's price** per person, if no other agreement has been met individually.
- 3.2 The balance is due without further reminder, if no other agreement has been met individually, **3 weeks** before the tour begins.
- 3.3 Deposit and balance are **not due until** the guest has received from **MTM** a letter of trust according to § 651k BGB. **MTM** is not required to deliver a letter of trust,
- a) when the package tour is **no longer than 24 hours duration, does not include an overnight and costs no more than €75,- per person.**
 - b) when **MTM** in variance to the above rules submits with the offer an agreement that **the complete payment of the tour price is due at the end of the tour services.**

4. Amendments to Services

Changes and amendments to the agreed contents of the reservation that may become necessary after the fact and that have not been brought on by **MTM** fraudulently are allowed as long as the changes or amendments are not substantial, do not cause a major change in service and do not have an adverse effect on the total concept of the booked tour. Possible warranty claims remain unchanged if the altered services are faulty. **MTM** is required to inform the customer immediately of any changes or amendments to the services. If necessary, **MTM** will offer the customer a withdrawal at no charge.

5. Withdrawal by Customer, Change of Booking

- 5.1 The customer may withdraw from the contract at any time before the start of the tour with a written statement of intention to **MTM**.
- 5.2 In any case of cancellation by the guest **MTM** is entitled to compensation, after common expenditures saved and eventual further employment of services, at the following flat rates:

up to	31st day before the start of the tour	15%
up to	21st day before the start	25%
up to	11th day before the start	40%
up to	6th day before the start	70%

- 5.3 The guest is permitted to present evidence to **MTM** that no or less costs than the flat rates claimed have arisen. In this case the guest is required to pay only the actual costs that have occurred.
- 5.4 **MTM reserves the right in individual cases to charge a higher compensation according to costs which have resulted and which must be specifically calculated and documented by bills or receipts for the guest.**
- 5.5 Please note that non-participation without previous explicit cancellation does not qualify as a cancellation. In this case the guest is still required to pay the complete price of the booking.
- 5.6 Should the guest wish to alter the date, destination, lodging or category of the reservation (booking change) after having booked, **MTM** will place a surcharge of €25,- on each change up to 31 days prior to the start of the tour. Changes requested after this deadline, if at all possible, can be made only by cancelling the previous booking under the conditions listed above and simultaneously booking anew. This does not apply for changes that cause only minimal extra costs.

6. Obligations and Dismissal of Guest

- 6.1 The guest is obliged to report any flaws immediately to **MTM** and request assistance. Claims made by the guest will not be rejected when the guest is not responsible for neglecting to report a complaint.
- 6.2 Should flaws in the tour seriously and negatively affect the tour, the guest can withdraw from the contract. The same applies when the tour can no longer be upheld due to flaws **MTM** recognizes as justifiable and reasonable complaints. Cancellation is valid when **MTM** or their representative has not met a deadline reasonably set by the guest for assistance. A deadline must not be specified when assistance is impossible or rejected by **MTM** or their representative or when the guest is justified in immediately withdrawing from the contract.
- 6.3 Legal obligation of the customer according to §651 g Abs. 1 BGB, legal travel reservation warranty claims against tour operator within one month after termination of the tour as given in the reservation, is specified according to reservations booked through **MTM** as follows:
- a) All claims in connection with the booking or with services provided by **MTM**, independent of the legal basis, must be registered by the participant directly to **MTM** – not to the service provider - only after termination of the tour and within one month of the return date as specified in the booking.

- b) In keeping with the grace period, claims can be asserted only after the tour to **MTM at the address given above**. It is highly recommended that the claim be made in written form.
- c) Statutory provisions concerning an elapse of deadline through no fault of the customer as well as regulations on the statutory period of limitation remain unaffected by the specifications listed above.

7. Liability

7.1 **MTM** is liable by contract for non-physical damages (including damages due to breach of pre-, sub- and post-contractual obligations). Liability is limited to a rate three times the price value of the tour, as long as

- a) damage to a guest was not caused by **MTM** deliberately or through gross negligence, or
- b) **MTM** is responsible for damage caused to a guest solely through the fault of a service provider.

7.2 **MTM** is not liable for disturbances in connection with services arranged only as third-party services (i.e. sport events, theatre performances, excursions, etc.) and are expressly listed in the description of services or offers as third-party services.

8. Limitation of Liability or Subrogation

8.1 Liability against **MTM**, regardless of the legal basis – however with the exception of claims stemming from unlawful acts – lapses after one year as of the return date of the tour as given in the booking. While negotiations between the guest and **MTM** over liability claims or the surrounding circumstances are pending, the limit of liability is postponed until either the guest or **MTM** discontinues the proceedings. The aforementioned liability limitation of one year begins at the earliest 3 months after the end of the postponement.

8.2 A transfer of any claims from one customer, regardless of the legal basis, to a third party, including spouses, is barred, as is a third party's claim before a court of law in its own name.

9. Legal Domicile, Miscellaneous

9.1 Any disputes the guest brings against **MTM** will be settled only before a court of **MTM's** legal domicile.

- 9.2 For all legal and contractual terms between **MTM** and guests who do not have a private residence or business location in Germany, German law finds exclusive application.
- 9.3 Legal cases **MTM** brings against a guest will be settled before a court of the guest's legal domicile, unless the suit is brought against fully qualified traders, a legal entity of the public or private sector or persons whose residence or common place of residence is in a foreign country, or whose residence or common place of residence is not known at the time the suit is filed. In these cases the suit will be settled before a court of **MTM's** legal domicile.