

## **General Terms and Conditions for Package Travel Contracts FC Bayern Tours GmbH (Tour Operator)**

Please be aware that the following terms and conditions govern the contractual relationship between us and our customers for package travel contracts within the meaning of Section 651a of the German Civil Code (*Bürgerliches Gesetzbuch*, hereinafter "BGB"), which you are deemed to accept when making your booking. The delimitation of the scope of our responsibility is intended to provide you with clarity as to what you can expect from us and what we are responsible for. We want to protect both you and us against unnecessary misunderstandings.

### **1 Booking, Travel Confirmation**

**1.1** By booking your travel, you extend to us, the Tour Operator, a binding offer to conclude a package travel contract. This can be accomplished in writing, verbally, or by email. **The package travel contract is considered binding only after you have received confirmation of both the booking and the price of the package.**

**1.2** If you declare that you are responsible for the contractual obligations of all booked individuals, then you are jointly liable with them for their duties under the package travel contract.

**1.3** Concurrent with conclusion of the contract, or shortly thereafter, you will be provided with confirmation of the package, which contains all essential information on the package services that you have booked, unless this information is already found in the package program. **Please take particular note of any further notices included in our travel confirmation in particular those referring to immigration or transit regulations, vaccination and other health regulations, etc.**

**1.4** If the contents of the package confirmation deviate from the contents of the package booking, then this constitutes a new offer of contract. This new offer of contract is binding on us for 10 (ten) days. The contract comes into effect on the basis of this new offer within that 10 day delay upon your acceptance

or upon you starting your journey without objecting to the new offer.

### **2 Payment**

**2.1** We are entitled to accept your payment only after we provide you with a refund insurance certificate (*Sicherungsschein*). This certificate is important for you. It gives you a direct claim against the insurer or banking institution that we have retained to insure your travel. We are obligated to do this under Section 651k BGB.

**2.2** Unless agreed otherwise in a given case, a deposit in the amount of fifteen percent (15%) of the price of the package is due upon provision of the refund insurance certificate and confirmation of the package. Additional payments are due on the agreed dates, with the balance owed not later than upon provision or receipt of package documentation.

**2.3** The price for packages that cover a period of less than 24 hours, that do not include overnight accommodation, or that cost less than € 75 is due not later than upon provision or receipt of the package documentation. Such travel does not require a refund insurance certificate pursuant to Section 2.1 of these General Terms and Conditions.

**2.4** If, after having set a reasonable extension, the price of the package is culpably not paid in full prior to commencement of travel, we are entitled to terminate the contract and to claim the cancellation fees stipulated in the respective package program. If no cancellation fees are stipulated, we are entitled to flat-rate compensation in accordance with Section 5.2 of these General Terms and Conditions. The foregoing does not affect the right to terminate the contract, including without the setting of a reasonable extension, pursuant to the terms of Sections 281 para. 2 and 323 para. 1 BGB. In the event we incur damages exceeding the agreed cancellation fees or the flat-rate compensation under Section 5.2 of these General Terms and Conditions, we are entitled to claim such excess damages.

**2.5** The costs associated with any additional services, such as obtaining visas or reserving services beyond the agreed content and scope (Section 3.1 of these General Terms and Conditions), are not included in the price of the package. They are set forth separately on the invoice and must be paid in addition to the price of the package.

### **3 Services and Prices; Special Features Involving Air Travel**

#### **3.1 Scope of Services**

The content and scope of the agreed services are based on the package description as well as on the information in the package confirmation referring to such description. Side agreements that change the contractual service itself or its scope require express written confirmation. The information contained in the package description is binding on us. However, we expressly reserve the right to change the package description, other than the package price, prior to conclusion of the contract for materially justified, substantial, and unforeseen reasons.

#### **3.2 Transportation by an Airline**

If transportation services are provided by an airline in addition to a package offered by us and which is priced separately, and if we make express, clear reference to this fact in the package description and the package confirmation, then to this extent we are facilitating for outside services. Since in such case we are only facilitate transportation services, we are not liable for whether the transportation services are provided properly but instead only for whether they are arranged for properly. In the event transportation services are provided improperly, any liability is determined in accordance with the airline's transportation provisions, to which we hereby make reference and which we can provide to you upon request.

#### **3.3. Transportation of Luggage**

**3.3.1** Not more than 20 kg of luggage per airline passenger will be transported. Other rules depend on class of air travel, airline, and destination. Excess luggage can be taken in exchange for payment of an added charge. Children under the age of two have no claim to transportation of luggage.

**3.3.2** There are special rules for the transportation of larger sporting and music equipment, and these can be obtained from us.

**3.3.3 Insure your luggage!** Please report all damages or delays in delivery on the spot and without delay using the Property Irregularity Report (PIR) of the responsible airline. Airlines generally refuse to offer compensation if the PIR was not completed in a timely manner.

#### **3.4 Meals and Lodging:**

During flight, you receive either a snack or a meal, depending on the time of day and in accordance with the rules of the respective airline. At your destination, you are provided with meals and lodging in accordance with the description of services. The manner in which rooms are allocated is at the discretion of the hotelier.

#### **3.5 Special Requests:**

We are happy to accept special requests, but we cannot guarantee that they will be honored. We make every effort to satisfy where possible your request for special services not contained in the package description, e.g. single room with sea view, bath, balcony, etc.

#### **3.6 Extension of Travel:**

Your stay at the destination may be extended only after consulting with us in a timely manner, provided that corresponding lodging and return air travel is available. The costs associated with an extension must be paid on site. Please be aware of the conditions and fees listed on the airline ticket.

#### **3.7. Services Not Utilized:**

If you did not utilize services in the package because you returned home early or in other important cases, a reimbursement is due only if such services were not included in the flat-rate price for the package. With regard to packages for, e.g., trade fairs, unutilized lodging is not reimbursed, since bookings usually require a minimum number of nights. If additional excursions set forth under the description of services are booked but not utilized, there generally are not reimbursable. **We are entitled to retain 20% (twenty percent) of the amount to be reimbursed in order to cover this additional service and associated expenses.**

### **4 Changes to Services and Prices**

**4.1 Changes or deviations in individual package services departing from the agreed content of the package travel contract that become necessary after conclusion of the contract and are not attributable to bad faith on our part may be undertaken only to the extent that such changes or deviations are minor and do not interfere with the overall concept of the package as booked.**

**4.2** Possible guarantee claims remain unaffected to the extent that the changed services are deficient.

**4.3** We are obligated to give you prompt notice of any changes or deviations in services. If necessary, we will offer you the ability to rebook at no charge or to cancel the contract at no charge.

**4.4** In the event a contract is entered into for a package having a departure date that is more than four (4) months from the date of conclusion of the contract, and if cost increases are thereafter incurred due to increased transportation costs (e.g., fuel costs), increased port or airport fees or similar changes, or a change in exchange rates applicable to the respective package, then we reserve the right to increase the agreed price for the package correspondingly.

In the event of increased transportation costs and increased port and airport fees, the extent of the price increase for the package is calculated by dividing the total of all such additional costs that can be clearly allocated to your means of transportation by the number of persons that can be transported by the means of transportation (transportation capacity). The resulting amount determines the per-person price increase for the package. In the event of a change in exchange rates, the extent of the price increase for the package is based on the extent to which the change in the exchange rate increases the cost to us in providing the package services. We are not permitted to increase our profit on the basis of a change in the price of the package.

We must notify you of a change in the price of the package not later than 21 (twenty one) days prior to the date of commencement of travel; thereafter, changes to the price of the package are not permitted. In the event price increases exceed 5% (five percent), you are entitled to cancel the package travel contract at no charge.

## **5 Cancellation by the Customer, Rebooking, Designated Substitute**

**5.1** You may cancel the package at any time prior to departure. The date on we receive your notice of cancellation is controlling with respect to the calculation of any cancellation fees that may be due. Your cancellation is valid only if it was made in writing or, at a minimum, by email.

**5.2** If you cancel the package or do not take the trip, we are entitled to claim reasonable reimbursement for travel preparations we have undertaken and for our disbursements. In calculating the amount of the reimbursement, we must take into account disbursements that are customarily saved and other use of travel services that is customarily possible.

Unless agreed otherwise due to deviating cancellation policies of service providers (airlines, hotel companies), the following **cancellation policy** is applicable as a percentage of the price of the package:

<b>30 days or more prior to departure:</b>	<b>20%</b>
<b>29 to 22 days prior to departure:</b>	<b>30%</b>
<b>21 to 15 days prior to departure:</b>	<b>40%</b>
<b>14 to 7 days prior to departure:</b>	<b>60%</b>
<b>6 to 1 day(s) prior to departure:</b>	<b>80%</b>
<b>Trip is not taken (e.g. no-show):</b>	<b>95%</b>

Above figures are subject to you demonstrating lower cancellation costs. In the latter case the calculation of the cancellation cost shall be done individually.

Special conditions apply to special tours, group travel, charter flights, cruises, and bus tours, as are specified in the individual package descriptions.

**5.3** At your request, we can modify your package booking (rebooking). Rebookings are considered to be modifications with respect to date of travel, destination, and type of accommodation or transportation. The charge for this is € 30.00 (thirty Euro) per person.

**5.4** Up until the start of travel, you may designate a substitute. We are entitled to object to the third party taking over the contract if such third party does not satisfy the specific travel requirements or if the participation of such third party is contrary to statutory regulations or official directives.

If a substitute takes over the contract from you or the traveler, then you and the substitute designated by you are jointly and severally liable to us for the price of the package and for any extra charges that are incurred by the substitute taking over the contract.

**5.5** Cancellation and rebooking fees are due and payable immediately.

**5.6** We recommend that you obtain travel cancellation insurance, if this is not included in the price of the package.

## **6 Cancellation and Termination**

**6.1** Once travel has commenced, we are entitled to terminate the package travel contract without notice if the traveler disrupts the trip on an ongoing manner despite having received a corresponding warning. The same applies if anyone, despite having been warned, acts in a manner contrary to the contract to a substantial degree. Likewise, if you are visibly unable to travel at the time of the start of the trip, or if you suffer from an infectious disease that poses a risk to your fellow travelers. Nevertheless, we are entitled to payment of the price of the package. Any added costs for return transportation are for the account of the individual causing the disturbance. However, we will set off the value of the disbursements we saved as a result of this, as well as those benefits accruing through another use of services not utilized, including any reimbursements by service providers.

**6.2** **In the event the package description expressly states that a minimum number of participants is required for the respective package, we are entitled to cancel the package up to two (2) weeks prior to commencement of travel if the stipulated minimum number of participants is not reached.** We will of course give you prompt notice if it appears at an earlier point that the minimum number of participants is not able to be reached, and we will promptly send you the notice of cancellation. You also will receive a prompt refund of the price paid for the package.

**6.3** We are entitled to cancel the package up to four (4) weeks prior to commencement of travel if, after exhausting all options, it would nevertheless be unreasonable to expect us to conduct the trip if the costs associated with this would be excessive in light of the number of bookings received.

We are, however, not entitled to this right of cancellation if we are responsible for the circumstances leading to cancellation (e.g., mistakes in calculation) or if we are unable to demonstrate such circumstances. In the event of cancellation, you will receive a prompt refund of the price paid for the package.

## **7 Termination for Reasons of e.g. Force Majeure**

**7.1** The package travel contract may be terminated either by you or by us if travel is made substantially more difficult or is substantially endangered or impaired for reasons of force majeure not foreseeable at the time of conclusion of the contract, such as war, internal unrest, natural disasters, as well as third-party labor strikes or governmental acts or other events beyond our reasonable control. In such case, we will promptly refund to you the price paid for the package. We are entitled to claim reasonable compensation for package services provided or for package services to be provided for which we paid in advance and can not get a re-imbusement.

**7.2** If termination takes place after travel has commenced, we are obligated to take the necessary steps, in particular, to provide travelers with return transportation, insofar as this was contractually agreed to or required by law. Each of the parties pays one-half of the added costs for return transportation, and you are responsible for all other added costs.

## **8 Guarantee and Liability**

### **8.1 Warranty**

You are entitled to statutory warranty rights, which have been reformulated below in abbreviated form to aid in understanding them:

#### **8.1.1. Relief**

If the package is not provided in accordance with the contract, you may demand relief. We also may offer relief by providing an equivalent or higher-value substitute service. We may refuse to provide relief if this requires disproportionate expense (Section 651c BGB).

#### **8.1.2. Reduction of the Price of the Package**

You may demand that the price of the package be reduced for the duration of the period during which the package was not provided in conformity with the contract (reduction of price). The price of the package is to be reduced in by an amount corresponding to the relationship that the value of the package in defect-free condition would have had to the true value at the time of purchase. A price reduction is not required to be given if you culpably fail to make



notification of the defect within one month of the end of the trip (Section 651d, g BGB).

### **8.1.3. Termination**

If the package is substantially impaired as a result of a defect, **and if we fail to provide relief within a reasonable period of time**, you may – in your own interest and, for documentary reasons, by written notice – terminate the package travel contract in accordance with the law. The same applies if you cannot reasonably be expected to accept the package due to such defect for a compelling reason discernible to us. A period of time need not be specified only if the relief is impossible or is refused by us or if immediate termination of the contract is required by a particular interest. You owe us that portion of the price of the package attributable to services utilized, to the extent that you had an interest in these services (Section 651e BGB).

## **8.2. Liability**

Notwithstanding any reduction of the price or notice of termination, you may demand damages in accordance with the following provisions, unless the defect in the package resulted from a circumstance for which we are not responsible (Section 651f BGB).

### **8.2.1. Extent of Liability**

As part of the duty of due diligence expected of a prudent businessperson, we are liable for

- the thorough preparation of the package;
- the careful selection and monitoring of service providers;
- the accuracy of the description of all specified package services, unless, pursuant to Section 3.1, we made a change prior to conclusion of the contract. However, we are not liable for information contained in, e.g., hotel and location brochures over whose creation we have no control, provided that we pointed out this fact prior to your submission of the package booking;
- the proper provision of contractually agreed package services;
- a fault of the individuals responsible for providing the services.

### **8.2.2. Limitation of Liability**

**8.2.2.1** Provided we have not agreed otherwise in a given contract, and notwithstanding possible tort claims, which are governed by Section 8.2.2.2, contractual liability for damages that do not constitute bodily injuries is limited to three times the price of the package,

a) to the extent that we caused the damage neither intentionally nor with gross negligence, or

b) to the extent that we are responsible for the damage you suffered merely due to the fault of a service provider (Section 651h para. 1 BGB).

**8.2.2.2** Tort claims for property damage caused neither intentionally nor with gross negligence are limited to € 4,000.00 (four thousand Euro) per person per package. If this amount is greater than three times the price of the package, the liability for property damage is limited to three times the price of the package. In this regard, we advise that it is in your interest to obtain travel insurance covering accidents and luggage.

**8.2.2.3** The provisions of Sections 8.2.2.1 and 8.2.2.2 notwithstanding, a claim against us for personal injury or property damages does not exist or is limited to the extent that, pursuant to international agreements or statutory provisions based on international agreements that are to be applied to travel services to be rendered by a service provider, a claim for damages may be asserted against the service provider only under certain conditions or with certain restrictions or is barred under certain conditions (Section 651h para. 2 BGB).

This does not apply if and to the extent that we are directly responsible for, e.g., damage incurred due to fault in selection and monitoring. In this case, Sections 8.2.2.1 and 8.2.2.2 are applicable.

**8.2.2.4** If, by way of exception, we are deemed to be a contracting sea carrier, then liability is determined in accordance with the provisions of the German Commercial Code (*Handelsgesetzbuch*) and the Inland Waterway Traffic Act (*Binnenschiffahrtsgesetz*).

**8.2.2.5** If, by way of exception, we are deemed to be a contracting air carrier, then liability is determined in accordance with the provisions of the German Air Traffic Act (*Luftverkehrsgesetz*) in conjunction with the Warsaw Convention

together with The Hague, Montreal, and Guadalajara Protocols, insofar as the Convention and the Protocols are valid according to their scope of applicability. This Convention and the Protocols usually limit the liability of an air carrier in the event of death or bodily injury, as well as with regard to loss of and damage to luggage. To the extent that we are the service provider in other cases, then we are liable according to the provisions applying to them.

**8.2.2.6** We are not liable for service interruptions in connection with services that do not form part of the package services to be provided by us but instead are merely arranged for as an outside service.

### **8.3. Duty to Cooperate**

**8.3.1** In the event of service interruptions, every traveler is obligated to cooperate to the extent required by law in avoiding or mitigating any damages.

**8.3.2** In the unexpected event that you have reason to object to something, you must make this known to travel management personnel on the spot and without delay. They are responsible for providing relief, to the extent that this is feasible. If you culpably fail to meet these obligations, then you are not entitled to claim a reduction of the price.

**8.3.3** Please be aware that travel management personnel are not authorized to recognize any claims.

## **9 Exclusion of Claims**

**9.1** You must assert claims against us for failure to provide the package in accordance with the contract within one (1) month of the travel return date stipulated in the contract. This assertion may be made only against us at the address set forth above and must comply with the above time limit. Once the time limit expires, you are entitled to assert claims only if you are prevented from complying with the time limit through no fault of your own.

**9.2** The foregoing does not, however, apply to the time limit for reporting damage to luggage, delays in delivery of luggage, or loss of luggage in connection with flights. These must be reported within seven (7) days of luggage loss or damage and within

**21 (twenty-one) days of delivery following luggage delay.**

## **10 Statute of Limitation**

**10.1** Your claims under the rules set forth in the law of package travel contracts contained in the Civil Code (Sections 651c-f) for injury to life, body, or health based on a negligent breach of duty by us or an intentional or negligent breach of duty by one of our legal representatives or persons used to perform an obligation (*Erfüllungsgehilfen*) are barred by limitation after two (2) years. The same applies to claims for compensation for other damages based on an intentional or negligent breach of duty by one of our legal representatives or persons used to perform an obligation.

**10.2** All other claims under the law of package travel contracts contained in the Civil Code (Sections 651c-f) are barred by the statute of limitation after one (1) year.

**10.3** Prescription under Sections 10.1 and 10.2 of these General Terms and Conditions commences on the day on which the package was to end under the contract.

## **11 Travel Insurance**

We recommend that you obtain travel insurance covering luggage, accidents, illness, and liability. This insurance can be arranged by us as well, either individually in accordance with your needs or collectively as a packet.

## **12 Passport, Visa, and Health Requirements**

**12.1** Citizens of the country in which the package is offered are made aware by us of passport, visa, and health provisions, as well as any changes thereto, prior to conclusion of the contract. Citizens of other countries should ask their responsible consulate. You may access the applicable immigration regulations and visa, including transit visa regulations under <http://hrg.visum-centrale.de>

The package documentation and the package description provide you with important information on the necessary formalities associated with your trip. Please be sure to pay

attention to this information, since every traveler is personally responsible for complying with these requirements. You bear the cost and detriments resulting from failure to follow these requirements, unless this is caused by erroneous information for which we are culpable.

**12.2** The traveler should obtain timely information on diseases and vaccinations, as well as other prophylactic measures; if necessary, a doctor should be consulted about the risk of thrombosis and other health hazards. General information should be reviewed, particularly that made available by public health authorities, physicians with expertise in travel and tropical illnesses, and the German Federal Center for Health Education.

**12.3** If you ask us to obtain the necessary visas, we are not liable for the timely issuance and receipt thereof by the respective diplomatic mission, unless we are responsible for the delay.

**12.4** Some countries require that certain certificates of vaccination be at least eight days and not more than 3 years (smallpox) or 10 years (yellow fever) old. Such vaccination certificates must also be presented to German authorities if you are returning from certain countries (e.g., in Africa, the Middle East).

**12.5** The traveler should obtain timely information on diseases and vaccinations, as well as other prophylactic measures; if necessary, a doctor should be consulted. General information should be reviewed, particularly that made available by public health authorities, physicians with expertise in travel and tropical illnesses, and the German Federal Center for Health Education.

## **13 Miscellaneous**

**13.1** We reserve the right to correct printing errors and obvious calculation mistakes.

**13.2** Should any one or more provisions of these General Terms and Conditions be or become invalid, or should they contain any gaps, all other provisions remain in full force and effect.

**13.3** FC Bayern Tours GmbH does not participate in dispute resolution proceedings before a consumer arbitration entity.

## **14 Applicable Law and Place of Jurisdiction**

**14.1** The law of the Federal Republic of Germany is applicable.

**14.2** In the case of a legal action brought by us against you, the place of jurisdiction is your place of residence. If you are a merchant within the meaning of the Commercial Code, a legal person under public law, or a special fund under public law, Cologne is the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. In the case of a legal action brought against us, the place of jurisdiction shall be the registered office of the tour operator.