

# General Travel Terms & Conditions

Dear clients,

These Terms and Conditions, (if and to the extent same have been validly agreed upon), become part of and shall govern the contractual relationship between you, the travel client, and Feuer und Eis Touristik GmbH, Mühlbachweg 6, 83700 Weissach (hereinafter referred to as "F&E"). They complement the legal provisions of Sections 651a to –y BGB (Bürgerliches Gesetzbuch – German Civil Code) and the statutory information obligations applying to tour operators according to Articles 250 and 252 EGBGB (Einführungsgesetz zum BGB – Introductory Code to the German Civil Code). **Please read these Terms and Conditions carefully before submitting your travel booking!**

## 1. Conclusion of Contractual Relationship / Clients' Obligations

**1.1.** The following shall apply in relation to **all booking methods**:

- a)** The offer of **F&E** and the client's booking shall be based on the published description of the travel package offered as well as any supplementary information as provided by **F&E** (such as classification specifications e.g.) as provided and available to the client at the time of his/her booking.
- b)** Travel agent's and booking service providers are not authorised by **F&E** to conclude contracts on **F&E's** behalf, to provide information or warranties which in any way amend the agreed contents of the travel package contract, go beyond the published description or contractually provided warranties of the travel package or contradict same.
- c)** Any information provided in hotel guides and similar directories which have not been published by **F&E**, shall have no binding effect for **F&E** and its contractual obligations, unless expressly agreed otherwise.
- d)** If the booking confirmation communicated by **F&E** differs in any way from the booking placed by the client, such confirmation shall constitute a new offer by **F&E** to which it shall be bound for a period of 3 days. The travel package contract shall be concluded on the basis of this new offer, provided **F&E** has indicated such amendments to the client and has duly fulfilled its pre-contractual information duties in relation thereto and provided moreover, the client has accepted same, either expressly or tacitly by way of effecting payments in this regard.
- e)** Any and all information provided by **F&E** prior to conclusion of the travel package contract in relation to material specifics of the travel services, the travel package price and any additional costs, the conditions of payment, the minimum number of travel participants and standard cancellation fees - in accordance with Article 250 Subsection 3 numbers 1, 3 to 5 and 7 EGBGB (Introductory Code to the German Civil Code) – shall not become subject to the travel package contract only if this has been explicitly agreed upon by and between **F&E** and the client.
- f)** In relation to any client bookings made not only for the client him/herself but also for and on behalf of fellow travelers, the client shall be liable for the contractual obligations of such fellow travelers in the same way as for its own contractual obligations, provided the client has expressly undertaken to assume such fellow travelers' obligations by way of a separate declaration to this effect.

**1.2.** The following applies to **bookings made orally, telephonically, in writing, by e-mail or by fax**:

- a)** By way of placing a booking (travel booking), the client - in a contractually binding manner - furnishes an offer to **F&E** to enter into a travel package contract to which it shall be **bound for a period of 3 working days**.
- b)** The corresponding travel package contract is concluded upon the client receiving **F&E's** acceptance which is given by way of **F&E's** booking confirmation. Upon or immediately subsequent to the conclusion of the travel package contract, **F&E** shall provide the client with a corresponding booking confirmation document which shall be compliant with the statutory provisions defining such a booking confirmation's necessary contents. The booking confirmation document shall be issued on a pre-servable medium, i.e. in such a manner which shall allow for the client to keep or store the booking confirmation document as provided by **F&E**, in order to access same at any moment within an adequate period of time (e.g. on paper or by way of an email attachment), provided the client is not entitled to a booking confirmation document on paper in accordance with Article 250 Section 6 Subsection (1) second sentence EGBGB (Introductory Code to the German Civil Code) which applies in cases where the travel package contract is concluded in the physical presence of both parties or in cases where it is concluded outside business premises as defined in Section 312b BGB (German Civil Code).

**1.3.** In relation to **bookings which are generated electronically (e.g. via internet or app or tele media)** the following shall apply:

- a)** The client is instructed about the relevant online booking procedure on **F&E's** website or app.

**b)** In order to **correct, delete or reset the entire online booking form**, various functions shall be available to the client which the client shall be informed and instructed about online.

**c)** The various language options which may be used to pursue the booking process are provided on **F&E's** website or app.

**d)** If and to the extent that the travel package contract's contents are saved electronically, the client shall be informed accordingly as well as about the possibility of accessing and down loading the respectively stored data at any later point in time.

**e)** By activating the button "**zahlungspflichtig buchen**" ("binding booking resulting in a payment duty") the client furnishes to **F&E** a binding offer to conclude the travel package contract which the client shall be bound to for a period of three working days as of the time at which the client's respective offer is electronically triggered in accordance with the aforementioned process.

**f)** Immediately thereupon, the client will automatically receive an electronic confirmation of receipt in relation to his/her travel booking.

**g)** Transmitting the travel booking by way of activating the button "**zahlungspflichtig buchen**" shall not entitle the client to any rights regarding the conclusion of a travel package contract on the basis of the travel booking submitted. **F&E** remains free to, at its sole discretion, accept the client's travel booking or not.

**h)** The travel package contract shall be concluded upon the client receiving **F&E's** respective booking confirmation which shall be provided by **F&E** on a pre-servable medium.

**i)** In cases where an electronic booking confirmation is automatically triggered and visible on the screen immediately upon the client having activated the button „zahlungspflichtig buchen“, a contractual relationship is concluded upon the client receiving such booking confirmation, i.e. upon same appearing on the screen without any confirmation of receipt becoming necessary in relation to the client's travel booking (real time booking). In such cases, the client may opt whether to electronically save or print such booking confirmation. Either way, a binding travel package contract shall have been concluded, irrespective of whether the client opts to save or print the booking confirmation or decides to do neither.

**1.4.** **F&E** advises the client herewith that, according to the applicable statutory provisions (Section 312 Subsection (7), 312 g Subsection (2) Sentence 1 No. 9 BGB – German Civil Code), the client shall not be entitled to any right of revocation in relation to travel package contracts which according to Sections 651a and 651c BGB (German Civil Code) have been concluded remotely (i.e. by way of letter, brochure, telephone, telefax, E-Mail, mobile phone, mobile text message, as well as by radio broadcast, television and online services). The client's statutory rights to cancellation, especially his/her cancellation rights according to Section 651 h BGB (German Civil Code) (see also Clause 5 below) shall remain unaffected. The client shall however be entitled to revocation if the travel package contract has been concluded outside of business premises, unless the oral negotiations on the basis of which the travel package contract was subsequently concluded were conducted due to the client's respective request in which case, in turn, the client shall have no right of revocation.

## 2. Payment

**2.1.** Prior to complete fulfilment of all services which are to be provided by **F&E** under the travel package contract, **F&E** and its agents shall only be allowed to collect client payments in relation to the travel package price, provided that a valid contract for the purposes of insuring or guaranteeing such client payments (Kundengeldabsicherung) in accordance with Section 651r BGB (German Civil Code) exists and that the client has been provided with a corresponding security certificate (Sicherheitsschein) which clearly and comprehensibly as well as prominently displays the insuring or guaranteeing party's name and contact information. Following conclusion of the travel package contract and upon such aforementioned security certificate having been provided to the client, an advance payment amounting to 20 % of the travel package price shall become due for payment by the client to **F&E**. Payment of the residual balance amount shall become due for payment 4 weeks prior to **F&E** commencing the provision of services under the of travel package contract, provided the aforementioned security

certificate has been duly submitted to the client and the travel package contract can no longer be cancelled for the reasons specified under Clause 8 below. In relation to bookings which are placed within a term shorter than 4 weeks prior to travel services commencing the entire travel package price shall be payable immediately upon booking.

**2.2.** If the client fails to pay the advance payment and/or the residual balance in accordance with the agreed payment terms, despite **F&E** having duly fulfilled its statutory information duties and being ready and able to duly perform the contractual travel package services, and provided moreover, the client does not hold any legal or contractual right to retain such payments, **F&E** will submit to the client a reminder notice defining a period within which the client is to effect such overdue payments and announcing that, in the event of the client continuing to fail effecting such payments, **F&E** will rescind the travel contract and charge to the client cancellation fees in accordance with the provisions of Clause 5 below.

### **3. Amendments (other than Price Increases) of the Travel Package Contract Applied Prior to Performance**

**3.1.** Any amendments becoming necessary in relation to material specifics of travel services after conclusion of the respectively underlying travel package contract and prior to commencing performance of the corresponding travel services shall only be allowed if such amendments are not substantial to and do not impair the overall nature of the contractually agreed travel package services. The aforementioned shall not apply if such amendments become necessary due to **F&E** having acted in breach of good faith.

**3.2.** **F&E** shall be under an obligation to, without undue delay, clearly, comprehensibly and prominently inform the client by way of a pre-servable medium about any amendments relating to travel services under the travel package contract upon **F&E** receiving knowledge of the reasons which make such amendment necessary.

**3.3.** In the event of any substantial amendments becoming necessary in relation to material specifics of travel services or in case of any changes arising with respect to special client requests, the client shall be entitled to, within an adequate period defined by **F&E**, when informing the client about the relevant amendment or change, either accept the amendment or cancel the travel package without incurring any cancellation fees or accept the provision of an alternative travel package, if **F&E** has offered such an alternative. If the client fails to cancel the travel package contract within the period defined by **F&E** the amendment shall be deemed to have been accepted by the client.

**3.4.** Any and all warranty claims remain unaffected as far as the amended travel services are deficient in any way or have not been duly fulfilled. If, in relation to the amended travel package or in relation to an alternative travel package (provided such has been offered by **F&E** at a quality of same value and at the same price) the costs expended by **F&E** in this regard are lower, **F&E** shall be under an obligation to refund to the client the difference amount in accordance with Section 651m BGB (German Civil Code).

### **4. Increase and Decrease of the Travel Package Price**

**4.1.** **F&E**, in accordance with Sections 651f, 651g BGB (German Civil Code) and subsequent provisions reserves the right to increase the travel package price in the event of

- a) any increase in cost of carriage resulting from increased fuel or other energy source prices,
- b) any increase of taxes, levies or fees, payable with respect to contractual travel services such as tourism taxes, port and airport fees or
- c) applied in relation to the relevant travel package, directly affecting the travel package price.

**4.2.** Any increase of the travel package price shall only be admissible if **F&E** clearly and comprehensibly informs the traveller in written text about such price increase and its reasons, thereby informing also about the calculation of same.

**4.3.** Price increases shall be calculated as follows:

a) As regards any increase of costs of carriage according to Clause 4.1 lit a) above, **F&E** may increase the travel package price as follows:

- In case of a seat related increase **F&E** may charge the respectively resulting difference amount to the client.
- In all other cases the increase charged by the transport supplier per vehicle or airplane may be calculated and charged on the basis of dividing the total increase amount by the number of seats booked by **F&E**. The accordingly calculated increase amount per seat may be charged to each affected client.

b) As regards any increase of taxes, levies or fees according to Clause 4.1 lit b) above, the travel package price may be increased accordingly on a pro rata basis per client.

c) As regards any increase of foreign exchange rates according to

Clause 4.1 lit c) above, the travel package price may be increased according to extent that the travel package has become more expensive for **F&E**.

**4.4.** **F&E** shall be under an obligation to, upon the client's/traveller's request, grant a reduction in relation to the travel package price, if, after conclusion of the travel package contract and prior to the provision of the corresponding travel services commencing, any changes of rates, fees or exchange rates as mentioned in Clauses 4.1 lit a), b) and c) above have occurred as a result of which **F&E**'s costs have decreased. If the client/traveller has paid more than the amount accordingly owed, **F&E** shall refund the difference amount to the client. **F&E** shall however be entitled to subtract from such difference amount the administrative expenses actually incurred by **F&E** in the process. In this regard, **F&E** shall be under an obligation to, upon the client's/traveller's request, provide evidence proving the administrative expenses it has incurred.

**4.5.** Any increases of the travel package price shall only be admissible if received by the client not less 20 days prior to performance of the travel package services.

**4.6.** In the event of any travel package price increase exceeding 8%, the client shall be entitled to, within the period adequately defined by **F&E** when informing the client about such increase, either accept the amended price or cancel the travel package without incurring any cancellation fees. If the client fails to cancel the travel package contract within the period defined by **F&E** the increased travel package price shall be deemed to have been accepted by the client.

### **5. Client Cancellations prior to Commencement of Provision of Travel Services / Cancellation Fees**

**5.1.** The client shall be entitled to cancel the contractual travel services at any time prior to commencement of their provision by **F&E**. Cancellations are to be notified to **F&E** to the address provided above/below or to the travel agent who on behalf of **F&E** has concluded the travel package contract with the client. For evidence purposes, the client is recommended to provide cancellation notices in written text.

**5.2.** In the event of a client cancelling the booked travel package prior to commencement of their provision by **F&E** or if the client fails to utilize the travel services (no show), **F&E** shall have no right to claim payment of the contractually agreed travel price. Instead, **F&E** shall be entitled to claim payment of adequate compensation in consideration of preparations made and costs incurred by **F&E** at the time of the cancellation being notified to it. Such adequate compensation shall be calculated on the basis of the contractually agreed travel service price. The aforementioned shall however not apply if the client's cancellation is caused by reasons falling into the scope of **F&E**'s responsibility or if the cancellation was caused by the occurrence of unavoidable, extraordinary circumstances at or in direct proximity to the client's destination which would materially impair the provision of travel services at or the carriage of passengers to the client's destination. Circumstances shall be deemed unavoidable and extraordinary, if they cannot be controlled by **F&E** and if their consequences remain unavoidable despite **F&E** having taken all reasonable measures to avoid them.

**5.3.** The below mentioned standard compensation charges have been calculated by way of **F&E** duly taking into account any and all costs which usually remain unexpended as well as any and all proceeds usually generated by way of selling unutilized travel services to other clients or making use of same otherwise. The standard compensation charges are applied as follows, depending on the date on which **F&E** receives notice of the client's cancellation:

- a) flight package tour with airliner or charter flight such as travel packages which are not included in clause 5.3.b.
  - Up to the 31<sup>st</sup> day prior to commencement of the booked travel package services – 20%
  - as of the 30<sup>th</sup> up to 23<sup>rd</sup> the day prior to commencement of the booked travel package services –25%
  - as of the 22<sup>nd</sup> up to the 16<sup>th</sup> day prior to commencement of the booked travel package services –35%
  - as of the 15<sup>th</sup> up to the 9<sup>th</sup> day prior to commencement of the booked travel package services –50%
  - as of the 8<sup>th</sup> up to the 3<sup>rd</sup> day prior to commencement of the booked travel package services –70%
  - as of the 2<sup>nd</sup> day prior to and up to the day of commencement of the booked travel package services or in case of no-show –90% of the contractual travel price.
- b) Packages with individual arrival to the destination
  - Up to the 30<sup>th</sup> day prior to commencement of the booked travel package services – 25%
  - as of the 29<sup>th</sup> up to 15<sup>th</sup> the day prior to commencement of the booked travel package services –50%
  - as of the 14<sup>th</sup> up to the 8<sup>th</sup> day prior to commencement of the booked travel package services –70%

- as of the 7<sup>th</sup> up to the 3<sup>rd</sup> day prior to commencement of the booked travel package services –80%
- as of the 2<sup>nd</sup> day prior to and up to the day of commencement of the booked travel package services or in case of no-show –90% of the contractual travel price.

**5.4.** In any event, the client shall retain the right to positively prove that F&E has incurred no damages or damages which are substantially lower than the standard charge claimed in accordance with the above mentioned standard compensation charges.

**5.5.** F&E reserves the right to claim a higher concretely calculated compensation amount, provided F&E proves that it has incurred substantially higher expenses than the respectively applicable standard charge. In such event, F&E shall be obliged to concretely specify and substantiate the accordingly claimed higher compensation amount, by way of duly taking into consideration any unexpended costs as well as any and all proceeds generated by way of selling the unutilized travel services to another client or by way of making use of same otherwise.

**5.6.** In the event of F&E being obliged to refund the travel package price due to the client's cancellation, it shall do so without undue delay, at least within a maximum period 14 days following the date on which F&E received notification about the cancellation.

**5.7.** The client's legal right pursuant to Section 651 e BGB (German Civil Code), to, on a pre-servable medium, demand that instead of the client a third person is to enter into the travel package contract, remains unaffected by the above provisions.

**5.8.** The client is urgently advised to take out insurance covering cancellation costs as well as insurance covering expenses for repatriation in the event of any accident or illness occurring while travelling.

## 6. Amendments to Bookings

**6.1.** The client shall have no right to claim amendment of the booked time, place of destination or departure, accommodation, the means of transport as well as the place of boarding or disembarking (booking amendments). This shall not apply, if, F&E has either failed to provide or has provided insufficient or incorrect information to the client/traveller prior to concluding the travel package contract as provided in Article 250 Section 3 EGBGB (Introductory Code to the German Civil Code), in which case the booking amendment must be made free of charge. If a booking amendment is possible and applied in accordance with the client's request, F&E, provided the time lines defined below are duly observed, shall be entitled to charge a booking amendment fee per person affected by such requested change. Unless specifically agreed otherwise prior to F&E accepting a booking amendment request, the fee for booking amendments which are applied up to the time of the respectively defined second periods, as mentioned in the respectively relevant cancellation fee category in Clause 5.3 above, shall amount to € 26 per affected traveller.

**6.2.** Any client request to amend travel bookings which are communicated at any time later than within the aforementioned period, provided such change is possible at all, may only be applied by way of the client cancelling the travel contract in accordance with Clause 5 above and the conditions provided herein while simultaneously placing a new booking. This shall however not apply in relation to booking amendment requests which incur only minor costs.

## 7. Unused Travel Services

In the event that, for reasons that fall into the traveller's scope of responsibility and, in relation to which the traveller holds no statutory right to cancel the travel package contract free of charge, the traveller fails to utilise individual travel services despite having been duly offered the provision of same (e.g. due to early return or for other compelling reasons), the traveller shall not be entitled to a pro-rata refund of the contractually agreed travel package price. F&E shall apply reasonable endeavours to obtain refunds of any accordingly unexpended costs from its suppliers. Such obligation shall not apply if the respectively unused services are absolutely insignificant.

## 8. Cancellation due to Falling Short of Minimum Number of Booked Participants

**8.1.** F&E shall be entitled to cancel the travel package contract due to failing to generate a minimum amount of participant bookings in accordance with the following rules:

- The minimum number of participants and the latest time at which a booking may be cancelled by F&E has been accordingly mentioned within the information provided by F&E prior to concluding the travel package contract.
- The minimum number of participants and the latest time at which

a booking may be cancelled by F&E must be mentioned also in F&E's booking confirmation or the booking confirmation.

**c)** F&E shall be obliged to without undue delay, notify travel clients of any cancellations becoming necessary once it has been ascertained that the travel package contract will not be performed due to not reaching the minimum number of bookings.

**d)** Any such cancellation by F&E that is notified later than 4 weeks prior to commencement of the affected travel package contract shall not be allowed.

**8.2.** If no travel service under the travel package contract is performed for aforementioned reasons, the client shall be fully refunded any and all payments previously paid to F&E without undue delay. Clause 5.6 above applies accordingly.

## 9. Termination on Grounds of Conduct

**9.1.** F&E shall be entitled to cancel the travel package contract with immediate effect if, despite F&E's explicit warning, the traveller continues to interrupt the provision of travel services or if the traveller violates the contract to an extent, sufficiently substantial to justify F&E's summary cancellation of the contract. This shall not apply if the traveller's violation of the contract was caused due F&E's failure to duly fulfil its information duties prior to concluding the travel package contract.

**9.2.** If F&E cancels the contract for the above reasons it shall remain entitled to demand full payment of the travel package price. However, any unexpended costs as well as any and all proceeds generated by selling unutilised travel services to other travel clients or any refunds received from travel suppliers in this respect are to be deducted from F&E's respective claims.

## 10. Client Obligations

### 10.1. Travel Documents

Clients shall be obliged to notify F&E or the travel agent who has concluded the travel package contract with the client on F&E's behalf, if it has not duly received the travel documents within the time specified by F&E.

### 10.2. Deficiencies/Remedy

**a)** If the travel services performed under the travel package contract are in any way deficient, the traveller is entitled to demand remedy.

**b)** If and to the extent that, due to the traveller's failure to duly report a service deficiency, F&E has been unable to remedy same, the traveller shall neither be entitled to refund in accordance with Section 651m BGB (German Civil Code) nor to compensation of damages in accordance with Section 651nBGB (German Civil Code) in this regard.

**c)** Clients shall be obliged to, without undue delay, report to F&E's authorised representatives onsite the occurrence of any travel service deficiencies and demand remedy of same. If there are no representatives of F&E present onsite and F&E, according to the travel package contract, is not obliged to have such a representative present onsite, any travel service deficiencies are to be reported to the contact as communicated by F&E; travellers will be informed about the availabilities of F&E's onsite representatives or contacts within F&E's travel booking confirmation. The traveller, may at his/her discretion, also choose to report any deficiencies to the travel agent which has concluded the travel package contract on F&E's behalf.

**d)** F&E's representative is assigned with remedying any occurring service deficiencies, it is, however, neither authorized to confirm deficiencies nor to acknowledge any claims asserted against F&E.

### 10.3. Deadline prior to Cancellation

If the client/traveller pursuant to Section 651l BGB (German Civil Code) intends to cancel the travel package contract due to a service deficiency as defined in Section 651i Subsection (2) BGB (German Civil Code) that is substantial, the client/traveller shall be required to first define an adequate deadline within which F&E is to remedy the reported deficiency. This shall not apply if F&E has previously refused to take adequate remedial measures in this concern or if it is necessary that immediate remedial measures are taken.

### 10.4. Damage and Loss of Baggage during Flights; Special Rules and Deadlines for Remedy Demands

**a)** The traveller is advised herewith that, in accordance with the relevant air traffic regulations, any loss or damage to or late delivery of baggage in connection with the performance of flights is to be reported without undue delay onsite to the performing airline carrier by way of a property irregularity report (P.I.R.). According to international agreements, airlines and travel package tour operators are entitled to refuse any compensation of damages suffered if the traveller has failed to duly complete the P.I.R. In the case of any baggage damages, the P.I.R. is to be submitted within 7 days in the case of any baggage delivery delay within 21 days after delivery.

**b)** In addition, any loss, damage or misdirection of travel baggage is

to be reported to **F&E**, its representatives or contacts or to the travel agent who has concluded the travel package contract on **F&E**'s behalf without undue delay. Despite such report, the traveller remains obliged, to submit the P.I.R. within the periods specified in list a) above.

#### 11. Limitation of Liability

**11.1.** **F&E**'s contractual liability for damages which have neither resulted in fatal injury, bodily harm nor damages to a person's health and which have not arisen due to any negligence or wilful conduct on the part of **F&E** and its suppliers and vicarious agents, shall be limited to an amount equalling triple the travel package price. Any claims based on the Montreal Treaty or the Luftverkehrsgesetz (German Air Traffic Code) shall remain unaffected.

**11.2.** **F&E** shall be held liable neither for any service disruptions, nor for any personal injury nor for any damages to property which arise in connection with third party services which **F&E** has sold acting as a mere agent (e.g. excursions, sports events, theatre tickets, exhibitions, transportation services from and to the specified places of departure and destination), if **F&E**, within its advertised publications and its travel booking confirmation has clearly indicated such services as third party services in a sufficiently distinct manner, thereby expressly stating the identity and address of the corresponding third party contract partner which **F&E** has acted as an agent for, so that it is apparent to the client that such services are not part of the travel package contract concluded with **F&E**. Sections 651b, 651c, 651w and 651y BGB (German Civil Code) remain unaffected in this regard.

#### 12. Assertion of Claims and Addressee

**12.1.** Any claims asserted by the client under Section 651i subsection (3) no. 2, 4-7 BGB (German Civil Code) must be addressed to **F&E**. Alternatively, they can also be addressed to the travel agent who has concluded the travel package contract on behalf of **F&E**. Contractual claims as specified in section 651 i paragraph 3 German Civil Code are subject to a limitation period of two years. Such limitation period commences on the day the travel package services were supposed to come to a conclusion. It is recommended to assert claims in written text.

#### 13. Information Duties in relation to Airline Carrier's Identity

**13.1.** In accordance with the EU-Regulation for the Information of Commercial Flight Passengers about the Performing Airline Carrier's Identity, **F&E** shall inform clients prior to or latest at the time of the relevant booking about the identity of each airline carrier performing services within the scope of the booked travel package.

**13.2.** If, at the time of booking, the identity of any performing airline carrier is not yet certain, **F&E** shall be under an obligation to identify the airline carrier(s) which at that time is/are probably expected to provide the flight service(s). As soon as it has been ascertained which airline carrier will perform the flight service, **F&E** will inform the client accordingly.

**13.3.** In the event of any changes as regards the performing airline carrier, **F&E** will inform the client accordingly without undue delay and as swiftly as possible with reasonably adequate means.

**13.4.** The so called "Black List" which, according to the EU Regulation lists all airline carriers which are banned from entering the air space of EU member states, is displayed on **F&E**'s websites and **F&E**'s business offices or can be accessed directly online at [https://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](https://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm).

#### 14. Passport, Visa and Health Requirements

**14.1.** Prior to concluding the travel package contract, **F&E** shall inform clients/travellers about general passport or visa requirements as well as about any official health regulations to be observed at the country of destination, including the time usually expected in order to obtain respectively relevant visa documents as well as about any statutory changes in this regard.

**14.2.** The client shall be solely responsible for obtaining and holding the officially necessary travel documents, for having all necessary vaccinations performed on him and fellow travellers as well as for acting compliantly with any relevant customs and foreign exchange control regulations. Any disadvantages arising as a result of the client's failure to comply in this regard, such as e.g. any cancellation fees, shall be borne by the client. This shall not apply if **F&E** has either failed to inform the client at all or if it has informed the client insufficiently or incorrectly in any way.

**14.3.** If **F&E** is assigned by the client with obtaining necessary visa documents, **F&E** shall not be liable for the timely granting of same by the relevant embassy or consulate nor for their due receipt by the client, unless **F&E** is in breach of any of its contractual duties in this

regard.

#### 15. Alternative Settlement of Disputes; Choice of Law and Place of Jurisdiction

**15.1.** With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung), **F&E** points out that it currently does not participate in any such voluntary settlement programme. In the event that the participation in such a programme became obligatory in the further course after printing and publishing these terms and conditions, **F&E** will duly inform its clients accordingly. In relation to all contractual relationships concluded electronically, **F&E** makes reference herewith to the European dispute settlement platform <https://ec.europa.eu/consumers/odr>

**15.2.** For clients who are not nationals of a member state of the European Union or Swiss nationals, it is agreed that the entire legal and contractual relationship between the client and **F&E** shall be exclusively governed by German law. Claims filed by clients shall be exclusively brought before the competent court jurisdiction at **F&E**'s registered domicile.

**15.3.** Claims and law suits by **F&E** against a client shall be brought before the court of competent jurisdiction at the client's domicile. In relation to claims and law suits against clients who are merchants in accordance with the German Commercial Code (HGB) or legal persons of civil or public law whose residence or registered business domicile or whose usual place of stay is either abroad in a foreign country or unknown at the time when the law suit is brought, the parties agree that such law suits shall be brought before the court of competent jurisdiction at **F&E**'s registered domicile.

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Tour Operator:

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