

# Terms and Conditions of Wiesbaden Congress & Marketing GmbH

---

## Agency Services

### **1. CONTENT OF THE SERVICE**

Wiesbaden Congress & Marketing GmbH, hereinafter referred to as WICM, arranges overnight accommodation on behalf of third parties. The following agency services apply exclusively to the arrangement of overnight stays.

### **2. CONCLUSION OF CONTRACT**

WICM only acts as a technical agent. A contract is therefore concluded solely between the service provider (e.g. hotel, guesthouse) and the customer/guest. WICM provides its agency service on behalf of the service providers involved, and is therefore not the tour operator in the sense of Sec. 651a et seqq. of the BGB [German Civil Code].

### **3. ARRANGEMENT OF OVERNIGHT STAYS**

#### **3.1 Booking**

Via its reservation system, WICM offers rooms on behalf of the service providers. WICM shall check whether the room has been booked and confirmed, or, with bookings at short notice where a written confirmation is no longer possible, WICM shall check whether the room has been made available. The conclusion of the accommodation contract obligates the contracting parties to fulfil the contract, regardless of the contract period. The company offering accommodation (hotelier) shall be obligated to make the reserved room(s) available for the period booked. Failing this, it shall be liable to pay damages to the guest. The guest shall be obligated to pay the room rate agreed for the contract period. Before commencing the journey, guests must check their booking documents to ensure they match the data provided. In case of any obvious deviation, WICM must be informed immediately.

#### **3.2 Payment**

The customer shall pay the fee for the room(s) booked by him/her in the accommodation facility booked.

#### **3.3 Arrival after 6 p.m.**

The accommodation provider shall reserve the accommodation booked until 6 p.m. on the day of arrival. Guests are obligated to notify the accommodation provider if they are likely to arrive after 6 p.m. In the case of guaranteed bookings (effected by providing a credit card number), the rooms booked shall also be reserved until after 6 p.m. until the guest arrives.

#### **3.4 Booking changes; cancellation**

Changes to the reservation of the accommodation, or the person travelling, are

considered booking changes, which can be effected against a fee amounting to up to 15.00 euros. Booking changes that result in a shorter stay are deemed a cancellation. The guest shall be obligated to pay the agreed or customary price if the contractual services are not used, minus the expenses saved by the accommodation provider. The accommodation provider is required in good faith to sell unused rooms on to other interested parties, if possible, in order to avoid loss. The accommodation provider is free to claim further damages for failure to fulfil obligations from the guest for bookings lasting more than one night, provided that evidence can be presented that the rooms that remained vacant after the cancellation could not be sold on to third parties.

#### **4. LIABILITY**

WICM shall only be liable for gross negligence and intent. We shall not be held liable for defects in the travel services provided they are based on circumstances for which we are not accountable. Liability for processing errors, technical defects or failures that arise on the other side of the travel agency's or service provider's interface shall be excluded. WICM shall not be liable for disruptions due to force majeure or strikes, or for breakdowns in the communication network.

#### **5. FILING OF CLAIMS**

Claims due to non-contractual provision of services are to be asserted immediately and exclusively vis-à-vis the respective accommodation facility. Claims expire six months from the start of the journey as stated in the contract.

#### **6. GENERAL PROVISIONS**

The ineffectiveness of individual provisions of the agency conditions does not entail the ineffectiveness of the agency conditions as a whole. All information is correct at the time of going to press (December 2020). All data are based on information provided by the accommodation providers. As far as permissible, no liability can be assumed for the correctness and completeness of such information provided. The number of accommodation establishments is subject to constant change.

#### **7. DATA PROTECTION**

The new European Data Protection Regulation (GDPR) has been in effect since 25 May 2018. The GDPR is a regulation of the European Union that provides for harmonised rules for processing personal data by private companies and public authorities in the EU. We wish to inform you that your personal data (first and last name, institution, position, postal address, telephone number, if applicable, etc.) will be stored on a server of our service provider. Your personal data shall be processed in accordance with the applicable legal data protection requirements. Your data will exclusively be used for the purposes of our company's roles, and not be passed on to third parties. You may object to the processing of your data at any time by sending an e-mail to [dsgvo@triwicon.de](mailto:dsgvo@triwicon.de), and request that the data be erased. You also have the right to information about the data stored regarding your person, about the origin and recipients of the data stored as well as the purpose of such storage.

All prices subject to change!

The place of jurisdiction shall be Wiesbaden.

## Travel Packages

### **1. REGISTRATION; CONCLUSION OF CONTRACT; OBLIGATIONS OF THE TRAVELLER**

1.1 The following shall apply to all booking methods:

- a) WICM's offer and the traveller's booking are based on the travel itinerary and the additional information provided by WICM for the respective trip, if these are available to the traveller at the time of booking.
- b) Travel agents and booking agents are not authorised by WICM to make agreements, provide information or assurances that alter the agreed content of the travel contract, go beyond the travel itinerary or the contractually agreed services of WICM, or contradict it.
- c) Information given in hotel guides or similar publications that are not published by WICM shall not be binding on WICM and its obligation to render services, unless expressly agreed with the traveller regarding the content of WICM's obligation to provide services.
- d) Should the content of WICM's travel confirmation deviate from the content of the booking, this represents a new offer to which WICM shall be bound for a period of ten (10) days. The contract shall be concluded on the basis of this new offer, insofar as WICM has pointed out the change with regard to the new offer and fulfilled its pre-contractual information obligations and the traveller has explicitly declared acceptance to the tour operator within the binding period. This may be done not only by express declaration but also conclusively when you make a down payment, pay the remaining amount, or commence the trip.
- e) The pre-contractual information provided by the tour operator on the 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 Section 3 Nos. 1, 3 to 5 and 7 of the EGBGB [Introductory Act of the German Civil Code]) shall only remain excluded from the travel package contract if this has expressly been agreed between the parties.
- f) You shall be liable for all contractual obligations of fellow travellers for whom you have made the booking, as well as for your own, insofar as you have assumed a corresponding obligation by express and separate declaration.

1.2 The following shall apply to your booking (travel registration), which the person travelling may submit verbally, by telephone, in writing, by e-mail or facsimile:

- a) By placing the booking, the traveller is making a binding offer to WICM to conclude a travel package contract. The traveller shall be bound to the booking for three (3) working days.
- b) The contract shall be concluded upon receipt of the travel confirmation (declaration of acceptance) issued by WICM. Upon, or immediately after, conclusion of the contract, WICM will send the traveller a travel confirmation, which complies with the legal requirements regarding its content, on a permanent data medium (which enables the traveller to keep or store the declaration unchanged so that it is accessible to him or her for a reasonable period of time, e.g. on paper or by e-mail),

unless the traveller is entitled to receive a travel confirmation in hard copy pursuant to Art. 250 Sec. 6 (1) Sentence 2 of the EGBGB when the contract was concluded while both parties were physically present at the same time, or the contract was concluded outside business premises (off-premises contract).

1.3 WICM wishes to point out that according to legal regulations (Sec. 312 Para. 7; Sec. 312g Para. 2 Sentence 1 No. 9 of the BGB [German Civil Code]) in the case of travel package contracts that conform with Sec. 651a and Sec. 651c of the BGB, and were concluded based on distance selling procedures (letters, catalogues, telephone calls, teletypes, e-mails, messages sent via mobile phone service (SMS) as well as radio, teletext, and online services), no right of cancellation exists, but only the statutory rights of withdrawal and termination, in particular the right of withdrawal pursuant to Sec. 651h of the BGB (cf. also Section 4 of these Terms and Conditions). However, there is a right of cancellation if the contract for travel services according to Sec. 651a of the BGB has been concluded outside business premises, unless any oral negotiations on which the conclusion of the contract is based have been conducted on the consumer's previous order; in the latter case, the traveller is not entitled to right of cancellation either.

## **2. SERVICES**

WICM's obligation to provide services is derived solely from the content of the confirmation of the travel package in conjunction with the itinerary on which such package offer is based and in accordance with all of the notes and explanations contained in the booking information.

## **3. PAYMENT OF THE PACKAGE PRICE**

3.1 WICM and travel agents may only demand, or accept, payments for the travel price prior to the end of the package tour if they have an effective customer finance protection contract in place, and if they have handed over to the traveller the guarantee certificate (*Sicherungsschein*) that shows the name and contact details of the customer finance guarantor in a clear, comprehensible, and highlighted manner. After conclusion of the contract, the travel price is due four weeks before the start of the trip against handing over of the guarantee certificate, unless otherwise agreed in the booking confirmation / invoice. For bookings made less than four weeks prior to the start of the trip, the total price of the trip is immediately due for payment. For any admission tickets ordered by the traveller upon conclusion of the contract, the total ticket price is due immediately.

3.2 In deviation from the provisions in Section 3.1 of these Terms and Conditions, the handover of a guarantee certificate as a prerequisite for the due date for payment shall not apply if the package offer does not include transport to the place of performance of the package travel services and/or back, and, in deviation from Section 3.1, the parties shall agree that the total travel price is due for payment at the end of the stay without prior down payment after completion of the package tour. Such agreement shall also be specified in the travel confirmation.

3.3 If the traveller fails to pay the deposit and/or the remaining amount in accordance with the agreed payment due dates, although WICM is prepared and in a position to properly provide the contractual services, has fulfilled its legal obligations to provide information, and no statutory or contractual right of retention exists on the part of the traveller, WICM is entitled to withdraw from the travel package contract after issuing a

reminder stipulating a deadline, and to debit the traveller with cancellation costs pursuant to Section 4.

#### **4. WITHDRAWAL BY THE TRAVELLER; BOOKING CHANGES**

4.1 The traveller may cancel the travel package contract at any time prior to departure. Cancellation must be declared to WICM at the address given below. If the trip was booked through a travel agent, cancellation can also be declared vis-à-vis the agent. We recommend that travellers declare their cancellation in writing. The effective date is the date of receipt of the cancellation by WICM.

4.2 If the customer withdraws before the start of the trip, or does not commence the trip, the tour operator shall lose the right to be paid the tour price. Instead, the tour operator may claim appropriate compensation provided that (a) the tour operator is not responsible for the cancellation or (b) exceptional circumstances occur at, or in the immediate vicinity of, the destination which significantly impair the realisation of the package tour or the transport of persons to the destination; circumstances shall be deemed unavoidable and exceptional if they are not under the control of the tour operator and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 WICM has defined the following compensation lump sums taking into account the period between the declaration of cancellation and the start of the trip as well as considering the expected savings of expenses and the expected gain through other uses of the travel services. The compensation is calculated as follows based on the date of receipt of the cancellation notice and using the corresponding cancellation scale:

- a) from the 27th to the 21st day prior to departure, 20% of the package price,
- b) from the 20th to the 12th day prior to departure, 40% of the package price,
- c) from the 11th to the 3rd day prior to departure, 60% of the package price,
- d) from two days prior to departure and for no shows, 90% of the package price.

4.4 Travel cancellation insurance and insurance to cover the costs of transport in the event of an accident or illness are strongly recommended.

4.5 The traveller shall, in any case, be free to prove to WICM that WICM has incurred no damage at all or significantly less damage than the lump-sum compensation claimed by WICM.

4.6 WICM reserves the right to demand a higher, actual compensation instead of the above lump sums, insofar as WICM proves that WICM has incurred significantly higher expenses than the applicable lump sum. In this case, WICM shall be obligated to provide precise figures and proof of the compensation claimed, taking into account the saved expenses and any other use of the travel services.

4.7 If the tour operator is obligated to reimburse the package price due to a withdrawal, the tour operator is to render payment immediately, but in any case within fourteen (14) days after receipt of the declaration of withdrawal.

4.8 The traveller's statutory right to demand from the tour operator, by notification on a permanent data medium in accordance with Sec. 651e of the BGB, that a third

party shall enter into the rights and obligations arising from the travel package contract in lieu of the traveller shall remain unaffected by the above conditions. Such declaration shall, in any case, be deemed to be in time if it is received by the tour operator seven (7) days prior to the start of the tour.

4.9 If, at the request of the traveller, changes are made after conclusion of the contract with regard to the travel date, accommodation, type of catering, or other services (booking changes), WICM can only charge a fee for booking changes amounting to €25 per person up to the 31st day before the start of the trip without the traveller having any legal claim to such change, and only if this is possible at all. Later changes to the booking are only possible if the customer cancels the travel contract and makes a new booking in accordance with the above cancellation conditions. This does not apply to change requests which incur only minor costs, or if the change is necessary because WICM has provided the traveller with no, insufficient, or incorrect pre-contractual information pursuant to Art. 250 Sec. 3 of the EGBGB.

4.10 Any admission tickets ordered and purchased by WICM may not be refunded, as the parties providing such tickets to WICM have excluded any refunds for tickets. WICM will charge the corresponding expenditures as agreed. Insofar as the traveller is not a natural person who is concluding this contract for purposes other than a commercial or self-employed professional activity (consumer), the customer shall bear the shipping risk for any tickets that might be dispatched.

## **5. OBLIGATIONS OF THE TRAVELLER**

5.1 Travel documents: You are required to inform WICM or the travel agent through whom you have booked your travel package if you have not received the necessary travel documents (e.g. hotel voucher, other vouchers) within the period stipulated by WICM.

5.2 Notice of defects; request for remedy:

a) If the tour is not provided free of travel defects, the traveller shall be entitled to demand remedy.

b) If WICM was unable to remedy the situation as a result of the traveller having negligently failed to give notice of defects, the traveller may neither assert claims for reduction in the purchase price pursuant to Sec. 651m of the BGB nor claims for damages pursuant to Sec. 651n of the BGB.

c) The traveller is obligated to immediately notify the local representative of WICM of any defects that may have arisen. If a representative of WICM is not present at the venue and this is not contractually owed, any travel defects shall be brought to WICM's attention at the indicated contact address for WICM; the travel confirmation shall include details on the availability of the WICM representative or its local point of contact. However, you may also give notice of defects to the travel agent through whom you have booked your travel package.

d) The WICM representative is instructed to remedy the situation if possible. However, he is not authorised to recognise claims.

5.3 Setting a deadline before termination: If the traveller wishes to terminate the travel package contract due to a defect of the kind described in Sec. 651i Para. (2) of the BGB, or insofar as it is substantial, pursuant to Sec. 651l of the BGB, he or she

must first set WICM a reasonable deadline for remedy. Exceptions shall only be made if WICM refuses to remedy the defect or if immediate remedy is necessary.

## **6. CANCELLATION RESERVED FOR MINIMUM NUMBER OF PARTICIPANTS**

6.1 If a minimum number of participants specified in the itinerary or in any other content of the travel contract is not achieved, WICM may withdraw from the travel contract no later than the 21st day prior to the commencement of the trip.

6.2 In this case, the customer may request participation in another trip advertised by WICM, provided W WICM IMA is able to provide it at no extra cost. This right shall be asserted against WICM immediately after WICM's declaration of rescission.

6.3 The minimum number of participants stipulated for the trip shall also apply to excursions that can be booked as an addition.

## **7. CANCELLATION DUE TO SPECIAL CIRCUMSTANCES**

7.1 If the trip is rendered considerably more difficult, impaired, or endangered by force majeure, which could not have been foreseen when the contract was concluded, both the traveller and WICM may terminate the travel contract if it was concluded before 1 July 2021. In the event of such termination, contractual rights and obligations are governed by the statutory provisions in force up to, and including, 30 June 2021.

7.2 WICM may terminate the travel contract at any time before commencement of travel and during the trip in compliance with the statutory provisions (according to German law, Sec. 314 of the BGB) for any other compelling reason. A compelling reason may exist in particular if the travel itinerary is permanently disturbed or jeopardised by the traveller, and this is not, or may not, be remedied in spite of a warning.

7.3 Termination of the travel contract by WICM may also be declared by the tour guide and/or local representative; the latter are authorised by WICM to do so.

## **8. LIMITATION OF LIABILITY**

8.1 With the exception of loss or damage due to injury to life, body or health that were not caused intentionally or negligently, the contractual liability of WICM for loss or damage shall be limited to three times the travel price.

8.2 WICM shall not be held liable for any disruptions to services, personal injury or damage to property in respect to services which are merely arranged as external services (e.g. arranged excursions, sports events, theatre visits, exhibitions) if these services were expressly and clearly identified as external services in the travel itinerary and the booking confirmation, stating the identity and address of the contractual partner provided, so that the traveller may clearly recognise them as not being part of the WICM travel package, but being selected separately. Sections 651b, 651c, 651w, and 651y of the BGB shall remain unaffected by this in their content and validity.

8.3 However, WICM shall be held liable if, and to the extent that, WICM's violation of its obligations to provide advice, clarify matters, or carry out duties of organisation has caused damage to the traveller.

8.4 Insofar as services such as medical treatment, therapy, massages, or other therapeutic applications or services are not part of WICM's travel package, and these are merely arranged for by WICM in addition to the travel package booked in accordance with Section 8.2 WICM shall accept no liability for the provision of such services, or for personal injury or property damage. Liability arising from such arrangement shall remain unaffected by this. Insofar as such services are part of the travel services rendered, WICM shall not be held liable for successful treatment or cure.

## **9. UNUSED SERVICES**

9.1 If travellers do not use individual travel services due to premature departure, illness, or for other reasons for which WICM is not responsible, travellers will not have any claim to a pro-rata reimbursement for such unused services.

9.2 However, WICM will attempt to obtain a refund from providers of third-party services insofar as the amounts are not just trifling sums, and will refund the corresponding amounts to the traveller, as soon as and insofar as such amounts have actually been reimbursed to WICM by the individual services providers.

## **10. LIMITATION PERIOD**

10.1 Contractual claims of the traveller due to non-contractual provision of travel services pursuant to Sections 651c to 651f of the BGB are time-barred after two years.

10.2 The limitation period under Section 10.1 shall commence on the date on which the trip was supposed to end according to the contract.

## **11. CHOICE OF LAW AND PLACE OF JURISDICTION**

11.1 For travellers who are not nationals of a Member State of the European Union or are not Swiss nationals, exclusive application of German law shall be agreed for the entire legal and contractual relationship between the traveller and WICM. Such travellers may sue WICM only where its registered office is located.

11.2 For lawsuits initiated by WICM against travellers or parties to the travel contract that are merchants, legal entities under public or private law, or persons whose domicile or usual place of residence is located outside Germany, or whose domicile or usual place of residence is unknown at the time the lawsuit is filed, the place of jurisdiction shall be the courts in Wiesbaden, where WICM has its registered office.

11.3 With respect to the Act on Dispute Resolution for Consumers, WICM wishes to point out that WICM does not participate in the voluntary resolution of disputes in consumer matters. WICM will advise consumers in an appropriate manner should a settlement of a consumer dispute become mandatory for WICM after these Terms and Conditions for Travel Packages went to print. WICM is also drawing your attention to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all travel contracts concluded based on online legal transactions.