

# TERMS AND CONDITIONS OF TRAVEL FOR ALDIANA GMBH

The following provisions, insofar as they have been effectively agreed, shall become part of the **package travel contract** between you and us (hereinafter referred to as the "travel contract"). They shall supplement the statutory provisions of Sections 651a – y German Civil Code (BGB) and Articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB), and expand on these accordingly. Should you only book an individual travel service (e.g. hotel accommodation), which is not (or does not become) part of a package holiday, the following travel conditions shall apply accordingly **with the exception of Clauses 4.2, 5.2, 7, 9, 11 and 16.1**. Special features that pertain exclusively to such individual travel services are expressly regulated or indicated below. **The above regulations shall not apply to individual air transport services.** Deviations in the respective tour description and individual agreements shall take precedence over these Terms and Conditions of Travel.

## 1. Conclusion of the travel contract/ Obligation for fellow travellers

1.1 The following shall apply to all booking channels (e.g. at the travel agency, directly with the tour operator, by telephone, online, etc.): a) This offer shall be based on our tour description and our supplementary information for the respective tour, insofar as this is available to you at the time of booking. Travel agents and service providers (e.g. hotels, transport companies) shall not be authorised to make agreements, provide information or issue assurances that amend the agreed content of said travel contract, go beyond the contractually agreed services or contradict the travel description. Local and hotel brochures that are not published by us shall not be binding for our performance obligation unless they have been made part of the travel contract by agreement with you. b) You shall be responsible for all contractual obligations of those travellers for whom you make the booking as if they were your own, insofar as you have assumed this obligation by express and separate declaration. c) Should the content of our travel confirmation differ from the content of the booking, this shall constitute a new offer to which we are bound for a period of 10 days. The contract shall be concluded on the basis of this new offer – provided that we have drawn your attention to the change with regard to the new offer and have fulfilled our pre-contractual information obligations, and you declare your acceptance with us within the commitment period by express declaration or down payment. d) The pre-contractual information provided by us 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 (in accordance with Article 250 Section 3 Numbers 1, 3 to 5 and 7 Introductory Act to the German Civil Code [EGBGB]) shall only not become part of the travel contract if this has been expressly agreed between the parties.

1.2 The following shall apply to bookings made verbally, by telephone, in writing, by e-mail, SMS or fax: a) With the booking (travel registration), you are requesting the binding conclusion of the travel contract. b) The contract shall be concluded upon receipt of our travel confirmation. Upon (or immediately after) conclusion of the contract, we shall send you your travel confirmation in accordance with the legal requirements on a durable medium (which enables you to keep or store the declaration unchanged in such a way that it is accessible to you within a reasonable period of time, e.g. on paper or by e-mail), unless you are entitled to your travel confirmation in paper form in accordance with Art. 250 Section 6 (1) Sentence 2 Introductory Act to the German Civil Code (EGBGB), because the contract was concluded in the simultaneous physical presence of both parties or outside of business premises.

1.3 For bookings made in the course of electronic business transactions (e.g. Internet, app, telemedia), the following shall apply to the conclusion of the contract:

- The electronic booking process is explained in the corresponding application.
- In order to correct your entries, to delete or to reset the entire booking form, a corresponding correction option is available to you, the use of which is explained accordingly.
- The contract languages offered for the electronic booking are indicated.
- If we save the contract text, you will be informed about this, as well as about the possibility of retrieving the text of the contract at a later date.
- By clicking on the button "Book with obligation to pay" ("zahlungspflichtig buchen") or a

similar formulation, you hereby submit a binding offer to us to conclude the travel contract. f) We shall immediately confirm receipt of your travel registration electronically (confirmation of receipt). g) The transmission of the travel registration by pressing the button shall not constitute a claim to the conclusion of a contract. h) The contract shall be concluded as soon as you have received our travel confirmation on a durable medium. If the travel confirmation is issued immediately after pressing the button "Book with obligation to pay" ("zahlungspflichtig buchen") by displaying the travel confirmation on the screen, the travel contract shall then be concluded when this travel confirmation is displayed. In this case, no interim notification of receipt of the booking in accordance with letter f) above shall be required, provided that you are offered the option of saving the booking on a permanent data medium and printing out the travel confirmation. However, the binding nature of the travel contract shall not be dependent on you actually using these options for storage or printing. 1.4 We would like to draw your attention to the fact that, according to the legal regulations of Sections 312 et seq. German Civil Code (BGB), there shall be no right of cancellation for the travel services offered which were concluded by way of distance selling (in particular, letters, telephone calls, telecopies, e-mails, SMS, as well as other telemedia and online services), but only the statutory rights of withdrawal and cancellation, in particular, the right of withdrawal in accordance with Section 651h German Civil Code (BGB). However, there shall be a right of cancellation if the contract for travel services has been concluded outside of business premises in accordance with Section 651a German Civil Code (BGB), unless the verbal negotiations on which the contract's conclusion is based were conducted at the prior request of the consumer; in the latter case, there shall be no right of cancellation.

## 2. Payment/travel documents

2.1 We (and the travel agents) may only demand (or accept) payment of the tour price before the end of the tour if there is an effective customer money protection contract, and you have been issued the security certificate with the name and contact details of the customer money insurer in a clear, comprehensible and emphasised manner. Subsequent to conclusion of the contract, a deposit of 20 % of the tour price is due for payment against delivery of the security certificate. The remaining payment shall be due 28 days before the start of the tour, provided the security certificate has been handed over, and our right of cancellation can no longer be exercised for the reason stated in Clause 7. In the case of contracts pertaining to individual travel services, customer money protection and the issue of a security certificate shall not be required. Earlier due dates may result from the travel advertisements for certain travel services (e.g. for some special flight fares).

2.2 If you elect to pay by credit card, your account will be debited automatically on the respective dates.

2.3 Should you not make the down payment and/ or the final payment in accordance with the agreed payment due dates – although we are willing and able to provide the contractual services in the proper fashion, have fulfilled our statutory information obligations and there is no statutory or contractual right of retention in your favour – we shall be entitled to withdraw from the travel contract after issuing a reminder with a deadline and to charge you cancellation costs in accordance with Clause 4.2 Sentences 2 to 4.5. 2.4 Travel documents shall generally be issued approximately 21 days before the start of the tour, or within 24 hours if necessary for bookings made at short notice. The travel documents shall

usually be sent by e-mail or in printed form to your travel agent, through whom you have booked the travel services, or to you directly by agreement. In the case of flight bookings made at short notice, it may be agreed in individual cases that the travel documents are to be deposited at the booked departure airport. These will be handed out after payment at the airport. A processing fee of € 15 per transaction shall be charged for the additional work involved.

## 3. Changes to services before departure

3.1 Deviations in the essential characteristics of travel services from the agreed content of the travel contract, which are deemed necessary subsequent to conclusion of the contract, and which were not caused by us in bad faith – shall be permitted before the start of the tour, insofar as the deviations are insignificant and do not affect the tour's overall design. 3.2 We shall be obligated to inform you of changes to services immediately after becoming aware of the reason for said change on a durable medium (e.g. including by e-mail, text message or voice message) in a clear, comprehensible and emphasised manner.

3.3 In the event of a significant change to an essential feature of a travel service (or a deviation from your special requirements), which have become part of the travel contract, you shall be entitled, within a reasonable period of time set by us in tandem with the notification of the change

- to either accept the change
- or to withdraw from the travel contract free of charge
- or to demand participation in an alternative tour,

when we have offered such a tour. You will have the choice to respond to our notification or not. Should you wish to respond to our notification, you can either agree to the contract amendment, request participation in an alternative tour offered or withdraw from the contract free of charge. Should we not receive a response, or do not receive a response in due time, said notified change shall be deemed to have been accepted. We shall draw your attention to this in the declaration in accordance with Clause 3.2.

3.4 Any warranty claims shall remain unaffected if the modified services are defective. If we incurred lower costs for the realisation of the amended (or replacement) tour of the same quality, the difference is to be reimbursed to you in accordance with Section 651m (2) German Civil Code (BGB).

## 4. Cancellation by the customer before the start of the tour/cancellation costs

4.1 You may withdraw from the travel contract at any time before the start of the tour. Your cancellation must be declared to us. Should the tour have been booked through a travel agent, the cancellation can also be declared via the travel agent. We recommend that you declare your cancellation on a durable medium. 4.2 If you cancel before the start of the tour or do not start the tour, we lose the right to the travel price. Instead, we may demand reasonable compensation if you are not responsible for the cancellation, or if extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the tour's performance or the transport of persons to the destination; circumstances are unavoidable and extraordinary if they are beyond our control and their consequences could not have been avoided even if all reasonable precautions had been taken. 4.3 We have calculated the amount of compensation as a lump sum, taking into account the period between the declaration of cancellation and the start of the tour, as well as the expected savings with regard to expenses and the expected income from other uses of the travel services.

At your request, we shall be obligated to justify the amount of compensation. **Please refer to Clause 19 of these Terms and Conditions of Travel below for the compensation lump sums.**

4.4 In any case, you shall be entitled to prove that the reasonable compensation to which we are entitled is significantly lower than the lump-sum compensation demanded.

4.5 We hereby reserve the right to demand higher compensation, calculated on an individual basis, instead of the above flat-rate compensation, provided that we can prove that we have incurred significantly higher expenses than the applicable flat-rate compensation. In such a case, we shall be obligated to quantify the compensation claimed, taking into account the expenses saved and less what we generate through other use of the travel services, and to justify this at your request. 4.6 Should we be obligated to refund the travel price as a result of a cancellation, we shall do so immediately, but in any case, within 14 days of receipt of the cancellation notice.

## 5. Rebookings/Replacement participants

5.1 Subsequent to conclusion of the contract, you shall have no right to make changes, in particular, with regard to the travel date, the travel destination, the place of departure, the accommodation or the mode of transport (rebooking). If, at your request, a rebooking should nevertheless be made – where possible – we shall generally incur the same costs as in the case of a cancellation on your part. We must, therefore, charge you the costs in the same amount as they would have been at the time of rebooking for a cancellation. Should this not concern a rebooking that involves only minor processing costs, we will also charge a processing fee depending on the costs incurred, the amount of which we will inform you of prior to the actual rebooking. In this respect, you shall be entitled to prove that the compensation to which we are entitled is significantly lower than the processing fee demanded. The above provisions shall not apply if the rebooking is necessary because we did not provide you with any insufficient or incorrect pre-contractual information in accordance with Art. 250 Section 3 Introductory Act to the German Civil Code (EGBGB); in this case, the rebooking shall be possible free of charge. 5.2 Your statutory right – in accordance with Section 651e German Civil Code (BGB) – to demand from us by means of notification on a durable medium that a third party assumes the rights and obligations arising from the travel contract instead of you, shall remain unaffected by the above conditions. Such a declaration shall, in any case, be deemed to have been made in good time if it is received by us 7 days before the start of the journey.

## 6. Travel service not utilised

If you do not make use of individual travel services, which we were willing and able to provide in accordance with the contract for reasons attributable to you, you shall not be entitled to a pro rata refund of the travel price. This shall not apply if such reasons would have entitled you to withdraw from (or terminate) the travel contract free of charge in accordance with the statutory provisions. We shall endeavour to obtain reimbursement of the expenses saved by the service providers. This obligation shall not apply if the expenses are deemed insignificant.

## 7. Cancellation due to failure to reach the minimum number of participants

7.1 We may withdraw from the travel contract up to 28 days before the start of the tour if the minimum number of participants as advertised or specified by the authorities is not reached, provided that the minimum number of participants was indicated in

the travel advertisement. In any case, we shall be obligated to inform you immediately subsequent to the occurrence of the condition for the non-realisation of the tour, and to send you the cancellation notice as soon as possible. Should it become apparent at an earlier stage that the minimum number of participants cannot be reached, we shall inform you accordingly. 7.2 Should the tour not be realised for this reason, we shall refund your payments on the travel price immediately, but in any case, within 14 days of receipt of the cancellation notice.

## 8. Termination for conduct-related reasons

We may withdraw from (or terminate) the travel contract after the start of the tour without notice if you persistently disrupt the tour despite our warning or behave in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified. This shall not apply if the behaviour in question is based on a breach of our own information obligations. Should we cancel the contract, we shall retain the right to the travel price; however, we must offset the value of any saved expenses and the benefits that we obtain from any other use of the unused services, including any amounts reimbursed to us by the service providers.

## 9. Cancellation of the travel contract due to unavoidable, extraordinary circumstances

In this respect, reference is hereby made – in extract form – to the statutory provision in the German Civil Code (BGB), which reads as follows: "Section 651h Cancellation before the start of the tour (1) The traveller may withdraw from the contract at any time before the start of the tour. Should the traveller withdraw from the contract, the tour operator shall lose the right to the agreed tour price. However, the tour operator may demand reasonable compensation. [...] (3) Notwithstanding (1) Sentence 3, the tour operator may not demand compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity, which significantly impair the performance of the tour or the transport of persons to the respective destination. Circumstances shall be deemed unavoidable and extraordinary within the meaning of this subsection if they are beyond the control of the party invoking them, and their consequences could not have been avoided even if all reasonable precautions had been taken. (4) The tour operator may withdraw from the contract before the start of the tour in the following cases: 1. [...] 2. the tour operator is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances; in this case, the tour operator must declare cancellation immediately after becoming aware of the reason for cancellation. Should the tour operator cancel the contract, it shall lose the right to the agreed tour price. (5) Should the tour operator be obligated to refund the tour price as a result of a cancellation, they must do so immediately, and in any case within 14 days of the cancellation."

10. **Obligations of the traveller to cooperate** 10.1 Travel documents Please inform us (or the travel agent through whom you have booked the travel services) in good time if you have not received the necessary travel documents within the notified deadlines. 10.2 Notification of defects/request for rectification Should the tour have been the subject of error or defect, you may demand redress. Without prejudice to our primary performance obligation, this shall require your cooperation. You shall, therefore, be obligated to do everything you reasonably can to help rectify the fault and minimise or completely avoid any damage that may arise. Should we be unable to remedy the situation as a result of a culpable omission of the notification of defects, you shall neither be entitled to a reduction in price in accordance with Section 651m German Civil Code (BGB) nor to claims for damages in accordance with Section 651n German Civil Code (BGB). You shall be obligated to inform our local representative immediately of your notification of defects. Should a local representative not be available (and if this is not contractually owed), any errors or defects in the tour must be brought to our attention using the contact details below or the contact point provided; information on the availability of our local representative or our local contact point shall be provided in the travel confirmation and/or travel documents. Please always quote the transaction/travel number, destination and travel dates stated in the travel documents. However, you may also notify your travel agent, through whom you booked the travel services, of the defect. Our local representative shall be authorised to take remedial action where possible. However, it is not authorised to recognise claims. 10.3 Setting a deadline before cancellation Should you wish to terminate the travel contract due to a travel defect of the type specified in Section 651i (2) German Civil Code (BGB), insofar as it is significant, in accordance with Section 651l German Civil Code (BGB), you must first set us a reasonable deadline to take remedial action. This shall only not apply if we refuse to remedy the situation, or if an immediate remedy is necessary. 10.4 Baggage damage and baggage delay when travelling by air; special rules and deadlines for requesting redress (a) We would like to draw your attention to the fact that, in accordance with air traffic regulations, you must report any loss, damage or delay to baggage in connection with air travel to the responsible airline immediately on site by means of a damage report ("P. I. R."). Airlines and tour operators may refuse reimbursement on the basis of international agreements if the damage report has not been completed. The damage report must be submitted within 7 days of delivery in the event of damage to baggage and within 21 days of delivery in the event of delay. (b) In addition, the loss, damage or misdirection of luggage must be reported to us, our local representative or contact point or the travel agent without delay.

## 10. Assertion of claims: addressee, information on consumer dispute resolution

10.1 You must assert any claims against us in accordance with Section 651i (3) No. 2-7 German Civil Code (BGB). Said claim can also be asserted via the travel agent if the travel services were booked via this travel agent. Assertion on a permanent data carrier is recommended. 10.2 We would like to point out that we do not participate in voluntary consumer dispute resolution. We refer to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr> for all travel contracts concluded in electronic legal transactions.

## 13. Limitation period for individual travel services

Any claims for damages asserted against us in the event of the booking of individual travel services shall lapse in accordance with the standard statutory limitation period pursuant to Sections 195, 199 German Civil Code (BGB). In all other respects, claims against us shall become time-barred one year after the commencement of the statutory limitation period.

## 14. Notice on the accident liability of carriers of passengers by sea

The carrier's liability for the carriage of passengers by sea is subject to Regulation (EC) No 392/2009

and of the Council of 23.04.2009 pertaining to the liability of carriers of passengers by sea in the event of death or personal injury of passengers, loss of or damage to luggage, loss of or damage to valuables and, in the case of passengers with reduced mobility, loss of or damage to mobility equipment or other special equipment. For more information on all applicable provisions and travellers' rights under this regulation, please send an e-mail to [kreuzfahrten.info@dertouristik.com](mailto:kreuzfahrten.info@dertouristik.com) Subject: Accident liability.

## 15. Duty to provide information on the identity of the operating air carrier

In accordance with the EU Regulation on informing air passengers of the identity of the operating air carrier, we shall be obligated to inform you of the identity of the operating air carrier and of all air transport services to be rendered as part of the booked tour when you make your booking within the scope of the booked journey. Should the operating airline not yet have been determined at the time of booking, we shall be obligated to inform you of the airline or airlines that will probably operate the flight. We shall inform you as soon as we know which airline will be operating the flight. If the initially named operating airline changes, we shall inform you of the change immediately. The list of airlines with an EU operating ban (Community list, formerly "Black List") is available on the following website: [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_de](https://ec.europa.eu/transport/modes/air/safety/air-ban_de)

## 16. Passport, visa and health regulations

16.1 We shall inform you/the traveller about general passport and visa requirements, as well as any health formalities of the country of destination, including the approximate deadlines for obtaining any necessary visas prior to conclusion of the contract. 16.2 You shall be solely responsible for obtaining and carrying the necessary travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Any disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by you. This shall not apply if we have culpably failed to inform you (or have provided you with inadequate or incorrect information). 16.3 We shall not be liable for service disruptions, personal injury and damage to property in connection with travel services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions) if these services were expressly and clearly identified as third-party services in the travel advertisement and the travel confirmation – stating the identity and address of the arranged contractual partner, so that you can recognise that they are not part of our travel services and were selected separately. Sections 651b, 651c, 651w and 651y German Civil Code (BGB) shall remain unaffected by this. However, we shall be liable if (and to the extent that) your instance of damage was caused by a breach of information, clarification or organisational obligations on our part.

## 17. Travel insurance (travel cancellation insurance, etc.)

Please note that the travel prices listed in this catalogue do not include travel cancellation insurance (cancellation cost insurance and travel interruption insurance). Should you cancel your tour before departure, cancellation costs shall be incurred. Should the tour be cancelled, additional return travel and other costs may be incurred. We, therefore, recommend taking out special all-round carefree cover from ERGO Reiseversicherung AG, Thomas-Dehler-Straße 2, 81737 Munich. In addition to travel cancellation insurance, it shall include comprehensive travel cover with round-the-clock emergency call service.

## 18. Data protection

We process the personal data that you provide to us in accordance with the applicable data protection law. Further information on the handling of your personal data can be found in our data protection information. Should you enter your e-mail address when booking your holiday, we shall use it to inform you about comparable travel offers from our company. Should you not wish to receive information, you may object to this use at any time without incurring any costs other than the transmission costs according to the basic rates. We shall also inform you of this each time we use your e-mail address for this purpose. Alternatively, you may object to receiving e-mails at the time of booking.

## 19. Compensation lump sums (see Clause 4.2 and 4.3)

The respective amount of the compensation lump sum shall depend on the selected travel service and the time of receipt of your cancellation notice by us. Should you have combined several travel services comprising individual prices (e.g. flight and round tour), said compensation must be calculated individually using the lump sums shown below and then added together. Please note any

priority deviations in the descriptions of the individual travel services. The compensation lump sums for the individual travel services are staggered as follows: 19.1 For package holidays, hotel-only bookings and cruises unless otherwise regulated below:

- up to 42 days before departure 20 %
  - from the 41st day before departure 35 %
  - from the 29th day before departure 45 %
  - from the 21st day before departure 55 %
  - from the 14th day before departure 75 %
  - from the 6th day before departure 85 % of the travel price.
- Flights with British Airways, Iberia to destinations in Europe, as well as flights with Icelandair, Luxair, Scandinavian Airlines, Fiji Airways and ITA after fixed booking 95 %.
  - Flights (indicated by the note "Cancellation fees after fixed booking 95%"). All flights from Austria and Switzerland after fixed booking 95 %. Flights with Royal Jordanian, as well as flights with Singapore Airlines in K, V and D class, flights with Turkish Airlines in U and W class and flights with British Airways, American Airlines and Iberia to destinations in North and South America, as well as in O, Q, T and I class worldwide after fixed booking 95 %.
  - Special fares (marked as "special fare") e.g. with Air Europa, American Airlines, Air France, British Airways, Delta, Iberia, KLM, Qatar Airways, Emirates, Etihad Airways, Thai Airways, Singapore Airlines, SATA, TAP after fixed booking 95 %.

19.2 Flights at daily updated prices, which can only be booked in conjunction with a land programme

- Flights (marked as "daily fare") with Euro-wings/Euro-wings Discover, TUfly, Lufthansa, Austrian Airlines, Alaska Airlines, Air Montenegro, British Airways, Brussels Airlines, Caribbean Airlines, InterCaribbean Airways, Hawaiian Airlines, Swiss/Edelweiss, Air Europa, Malaysian Airlines, Qatar Airways, Emirates, Etihad Airways, Thai Airways, Singapore Airlines, SATA, TAP and Windward Island Airways after fixed booking 95 %.
- Flights with Condor at special fares (marked as "daily special fare") after fixed booking 95%.
- 19.3 Travelling to Aldiana Austria Clubs (Salzkammergut, Amplwang & Hochkönig) by yourself
  - up to 22 days before departure 20 %
  - from 21 to 15 days before departure 50%
  - from the 14th to the 7th day before departure 60%
  - from 6th to 1st day before departure 75%
  - on the day of departure or at No-show 85 % of the tour price

19.4 ALDX For bookings from the ALDX programme, the tour will be put together at your request according to the "Dynamic Packaging" principle. Special airline fares shall be used for this purpose, which cannot be refunded, so that special cancellation fees are agreed. Please note any priority deviations in the descriptions of the individual travel services. You shall be at liberty to prove that no (or significantly lower) costs have been incurred than those shown in the following lump sums. The compensation lump sums for the individual travel services are staggered as follows:

- 30 % up to 42 days before departure
- 35 % from the 41st day before departure
- from the 29th day before departure 45 %
- from the 21st day before departure 55 %
- from the 14th day before departure 75 %
- from the 6th day before departure 85 % of the travel price.

Organiser

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