

## **Wagner Kurzreisen GmbH: General Terms and Conditions for Travel Contracts**

- Last amended: November 2021 -

### **1. Scope**

1.1 Wagner Kurzreisen markets services related to travel and events via the internet. Wagner Kurzreisen uses both the website [www.Wagner-Kurzreisen.de](http://www.Wagner-Kurzreisen.de) and other websites operated by third parties (e.g. Travelcircus GmbH) as a marketing channel and to present specific service offers (hereinafter referred to collectively as the "online service offer"). Depending on the type, content and scope of the online service offer, Wagner Kurzreisen may act as an organiser or as a retailer in its relationship with the customer.

1.2 The services marketed by Wagner Kurzreisen include in particular travel packages consisting of hotel accommodation in combination with additional offers such as the provision of admission tickets for events (hereinafter referred to collectively as "travel services"). Unless otherwise agreed in writing in individual cases, contracts between Wagner Kurzreisen GmbH (hereinafter referred to as Wagner Kurzreisen) and the contractual partner (hereinafter referred to as the "customer") for the provision of such travel services (hereinafter referred to as "travel contracts") are subject to the following General Terms and Conditions for Travel Contracts (hereinafter referred to as the "Terms"). The provisions of Sections 651a–m BGB (German Civil Code) and Sections 4 to 11 BGB-InfoV (the German Ordinance on Obligations to Provide Information and Evidence under Civil Law) supplement and complete the provisions contained in these Terms.

1.3 These Terms apply exclusively. Any deviating terms and conditions, in particular terms and conditions of the customer which contradict these Terms, shall only become part of the contract if and to the extent that Wagner Kurzreisen has expressly agreed in writing to their inclusion. In particular, deviating terms and conditions of the customer shall not be included in the contract if the customer merely refers to them and transmits them to Wagner Kurzreisen, or if Wagner Kurzreisen does not expressly object to the validity of the deviating terms and conditions of the customer or performs an order or service without reservation.

### **2. Conclusion of the travel contract**

2.1 The travel services described by Wagner Kurzreisen in the online service offer do not constitute legally binding offers. By submitting the electronic booking declaration to Wagner Kurzreisen (hereinafter referred to as the "booking"), the customer offers Wagner Kurzreisen the binding conclusion of a travel contract in accordance with the conditions stated in the online service offer. Wagner Kurzreisen confirms receipt of the booking electronically (hereinafter referred to as the "confirmation of receipt"). The confirmation of receipt does not yet constitute acceptance of the customer's offer by Wagner Kurzreisen.

2.2 A travel contract between the customer and Wagner Kurzreisen shall only come into effect upon receipt by the customer of a declaration of acceptance by Wagner Kurzreisen, with which Wagner Kurzreisen expressly confirms the booking in text form and which contains all essential information about the travel services booked by the customer (hereinafter referred to as the "booking confirmation").

2.3 If the content of the booking confirmation deviates from the content of the booking, the deviating booking confirmation shall constitute a new offer by Wagner Kurzreisen to the customer to conclude a travel contract, to which Wagner Kurzreisen shall be bound for ten days. A travel contract shall be concluded on the basis of the new offer if the customer accepts the new offer within ten days.

2.4 If the customer is not yet 18 years of age, he or she shall require the consent of his or her legal representatives to conclude a travel contract with Wagner Kurzreisen.

### **3. Content of the travel contract**

3.1 The content and scope of the travel services to be provided by Wagner Kurzreisen on the basis of a travel contract are determined exclusively by the content of the booking confirmation and the online service offer referred to therein.

3.2 Individual travel services of other service providers or suppliers ("third-party services") booked by the customer are not services of Wagner Kurzreisen, but are rather provided by third parties (e.g. hotels, other accommodation and catering providers, concert organisers, etc.; hereinafter referred to as "service providers"). Service providers are not authorised by Wagner Kurzreisen to issue assurances to the customer, or to make agreements with the customer which go beyond the services offered by Wagner Kurzreisen in the booking confirmation and the online service offer referred to therein, or which contradict these or amend the travel contract. In relation to Wagner Kurzreisen, the third-party services are not subject to travel contract law within the meaning of Sections 651a–y BGB. In these cases, it shall be the customer's responsibility to observe any existing or deviating terms and conditions of the provider with regard to the third-party service.

3.3 Hotel, event and other brochures as well as all other information not published by Wagner Kurzreisen are not binding for Wagner Kurzreisen unless they have been made part of the travel contract by an express declaration on the part of Wagner Kurzreisen in text or written form.

3.4 Admission tickets, tickets or other documents required by the customer to attend events (hereinafter referred to as

“event tickets”), shall be set aside for the customer either at the event venue (e.g. theatre or concert box office) or in the hotel booked by the customer.

#### **4. Prices and payment**

4.1 Travel prices are total prices including the taxes and local fees applicable at the time of conclusion of the contract. They do not include local fees which are owed by the customer personally according to the respective municipal law (e.g. visitor’s taxes). These are to be paid by the customer or the fellow travellers locally at the standard local rates.

4.2 Upon conclusion of the travel contract, the customer shall immediately be obliged to pay Wagner Kurzreisen a down payment of 20% of the travel price. In the case of travel involving the purchase of admission tickets (e.g. musicals, concerts, operas), the down payment amount shall correspond to the value of the admission tickets plus 20% of the other travel services. The exact down payment amount is shown on the invoice. The additional costs for any insurance policies taken out shall become due immediately upon invoicing.

4.3 Wagner Kurzreisen shall only be entitled to demand or accept payments on the travel price from the customer before the end of the package if an effective customer money protection contract exists and the customer has received the coverage certificate – indicating the name and contact details of the customer money insurer – in a clear, comprehensible and prominent manner. Wagner Kurzreisen has taken out **insolvency insurance** with **Deutscher Reisesicherungsfonds GmbH** to protect the money of its customers. A coverage certificate is included on the travel confirmation received by the customer.

4.4 The rest of the travel price (balance payment) shall be due four weeks prior to the use of the travel services (hereinafter referred to as the “start of the package”), without the need for any further request, if it is certain that the package will be carried out and the required coverage certificate has been provided to the customer.

4.5 If the customer fails to make the down payment and/or the balance payment in accordance with the agreed due dates, although Wagner Kurzreisen is in a position and willing to duly provide the contractual services, has fulfilled its statutory obligations to provide information, and the customer has no legal or contractual right of retention, then the customer shall not be entitled to the travel services. In such cases, Wagner Kurzreisen shall, after issuing a reminder or payment reminder in which it sets a reasonable grace period, be entitled to terminate the travel contract and to charge the customer cancellation costs in accordance with Section 6 of these Terms. In any case, the customer shall be free to prove to Wagner Kurzreisen that Wagner Kurzreisen has incurred no loss, or that the loss incurred was substantially less than the amount demanded. Wagner Kurzreisen shall not be entitled to the rights within the meaning of this clause if there is already a considerable defect in the travel services at this point in time.

#### **5. Changes to services and prices**

5.1 Wagner Kurzreisen shall be permitted to introduce deviations to the main characteristics of travel services from the agreed content of the travel contract, if these become necessary after conclusion of the contract (e.g. for safety reasons, due to unforeseeable events such as weather), and if they were not caused by Wagner Kurzreisen in bad faith, prior to the start of the package, provided that the deviations are insignificant, do not lead to a substantial change in the travel services, and do not impair the overall arrangement of the travel, e.g. accommodation in a neighbouring hotel of equal or higher value in the event of overbooking of the hotel originally specified. The customer shall be informed of such service changes without undue delay in a clear, comprehensible and prominent manner on a durable medium (e.g. by email or by short message (SMS)).

5.2 In the event of a significant change to a main characteristic of a travel service or a deviation from special requirements of the customer which have become part of the travel contract, the customer shall be entitled, within a reasonable period set by Wagner Kurzreisen at the same time as providing notice of the change, to

- accept the change or
- terminate the travel contract free of charge or
- demand participation in an alternative package, if Wagner Kurzreisen offers such a package.

If the customer does not react to the notice of the change or does not react within the set period, the notified change shall be deemed accepted.

5.3 This shall not affect any claims for warranty, to the extent that the changed services are defective. If Wagner Kurzreisen incurred lower costs for executing the changed package or the alternative package of the same quality, it shall be required to refund the difference to the customer in accordance with Section 651m(2) BGB.

#### **6. Termination by the customer; termination fee**

6.1 The customer may terminate the travel contract at any time prior to the start of the package (hereinafter referred to as “termination”). Crucial for this is the receipt by Wagner Kurzreisen of a corresponding declaration of termination by the customer.

6.2 If the customer terminates the contract or does not commence the package, Wagner Kurzreisen shall be entitled to demand appropriate compensation for travel arrangements already made and for other expenses incurred. This shall not apply if Wagner Kurzreisen is responsible for the reason for which the customer terminates the contract or does not make use of the travel services, or in the event of force majeure. Wagner Kurzreisen shall be entitled to claim appropriate

compensation, for travel arrangements already made and for other expenses incurred, from the customer in a standardised form (hereinafter referred to as a "termination fee"). The amount of the termination fee shall depend on the amount of the travel price and the time of termination, and is detailed in the list below. Wagner Kurzreisen shall be required to credit any expenses it saves as a result of the termination or of the customer not starting the package, as well as any other use of the travel services.

6.3 Provided that no divergent arrangements are stated in the travel offer or the booking confirmation, Wagner Kurzreisen calculates the termination fee as follows:

- Termination up to the 30th day before the agreed start of the package: 30% of the travel price;
- termination up to the 21st day before the agreed start of the package: 50% of the travel price;
- termination up to the 14th day before the agreed start of the package: 65% of the travel price;
- termination up to the 7th day before the agreed start of the package: 75% of the travel price;
- termination from the 7th day before the agreed start of the package: 95% of the travel price;
- in the event of the customer not starting the package and failing to terminate beforehand: 95% of the travel price.

6.4 In the case of travel involving the purchase of admission tickets (e.g. musicals, concerts, operas), 100% of the ticket price shall be due for the tickets immediately after booking.

6.5 The customer shall have the right to prove that Wagner Kurzreisen has incurred no or lower costs than the termination fee. In such cases, the customer shall be obliged to pay the lower costs.

6.6 In individual cases and in accordance with the statutory provisions, Wagner Kurzreisen shall be entitled to claim from the customer the costs actually incurred by Wagner Kurzreisen instead of the termination fee. In such cases, Wagner Kurzreisen shall be obliged to provide precise figures and proof of the compensation claimed.

6.7 Any termination fees to be paid shall be due immediately.

## **7. Notes on the statutory right of withdrawal**

7.1 We draw the customer's attention to the fact that, according to the statutory provisions (Sections 312(7), 312g(2) No. 9 BGB), in the case of contracts relating to package travel under Section 651a and Section 651c BGB which were concluded by means of distance selling, the customer has no statutory right of withdrawal.

7.2 However, a statutory right of withdrawal does exist if the travel contract has been concluded with the customer as a consumer outside business premises, unless the oral negotiations on which the conclusion of the contract is based were based on a previous order by the customer; in the latter case there is again no statutory right of withdrawal.

## **8. Booking changes by the customer; alternative person**

8.1 At the customer's request, Wagner Kurzreisen shall endeavour to make changes to the travel services or dates specified in the booking confirmation (e.g. change to the travel date, destination, accommodation or additional services; such changes referred to hereinafter as "booking changes", "making changes to bookings", etc.). Wagner Kurzreisen shall not, however, be obliged to accept booking changes.

8.2 Wagner Kurzreisen will charge the customer a processing fee of 25 euros plus value-added tax for each instance of making changes to bookings (hereinafter referred to as "booking change fee"). Should the actual costs of changing the booking exceed the booking change fee, the customer shall also be required to bear the excess costs, provided Wagner Kurzreisen has informed the customer of the additional costs in advance.

8.3 The provisions of these Terms shall not affect the customer's right to provide an alternative person for the travel in accordance with the statutory provisions (Section 651b BGB). This shall require the receipt by Wagner Kurzreisen of a corresponding notification by the customer. Wagner Kurzreisen may object to the acceptance of the alternative person if the alternative person does not meet the special travel requirements or his or her participation would be in contravention of statutory regulations or official orders. If an alternative person enters into the travel contract, the alternative person and the customer shall be jointly and severally liable to Wagner Kurzreisen for the travel price and any additional costs incurred as a result of the acceptance of the alternative person.

8.4 Any costs payable for making changes to bookings shall be due immediately.

## **9. Services not used**

9.1 If, for reasons attributable to the customer, the customer does not make use of individual travel services which Wagner Kurzreisen is or was willing and able to provide in accordance with the contract, then he or she shall not be entitled to pro rata reimbursement of the travel price, unless such reasons would have entitled the customer under the statutory provisions to terminate the travel contract free of charge.

9.2 Wagner Kurzreisen shall endeavour to have the service providers reimburse any saved expenses. This shall not apply in the case of completely insignificant expenses.

## **10. Defect warranty; termination; duty of cooperation on the part of the customer**

10.1 If the travel services are not provided by Wagner Kurzreisen with the warranted characteristics or they are impaired by faults that cancel or reduce their value or their suitability for the customary use or the use assumed under the contract

(defects), the customer shall be entitled to demand relief from Wagner Kurzreisen. Wagner Kurzreisen may refuse the relief if it requires disproportionate expense. Wagner Kurzreisen shall be entitled to provide relief by way of the provision of an equivalent alternative service.

10.2 If the travel services are defective, the customer shall be entitled to reduce the travel price for the duration of the defect (reduction). The travel price shall be reduced in the proportion in which the value of the travel services free of defects would, at the time when the contract was entered into, have had to the actual value of the travel services.

10.3 The customer shall be obliged to notify Wagner Kurzreisen – or its local representatives (if any), or a body specified to the customer for this purpose – of the defect without undue delay. If the customer culpably fails to do so, no reduction shall apply. In addition, the customer shall be obliged pursuant to statutory provisions to take appropriate steps to mitigate the damage.

10.4 The customer shall be entitled to terminate the travel contract due to a defect if the travel services are significantly impaired as a result of the defect and Wagner Kurzreisen does not provide relief within a reasonable period of time. The same shall apply if the customer cannot reasonably be expected to use the travel services for a reason evident to Wagner Kurzreisen. The customer shall only not be obliged to set a deadline if relief is impossible or refused by Wagner Kurzreisen, or if the customer has a special interest in the immediate termination of the travel contract.

10.5 If Wagner Kurzreisen has already partially rendered travel services at the time of an effective termination by the customer pursuant to Section 10.4 above, the customer shall owe the pro rata travel price insofar as the partially rendered travel services are of interest to the customer.

10.6 Without prejudice to any reduction or termination, the customer may demand compensation from Wagner Kurzreisen for non-performance, unless the defect in the travel services is due to a circumstance for which Wagner Kurzreisen is not responsible.

## **11. Limitation of liability; third-party services**

11.1 The contractual liability of Wagner Kurzreisen shall be limited to three times the travel price for such damages which

- are not personal injuries and
- are not caused by fault on the part of Wagner Kurzreisen.

11.2 This limitation shall not affect any further claims under international conventions or under statutory provisions based on such conventions.

11.3 Wagner Kurzreisen shall not be liable for service disruptions, personal injury and damage to property in connection with services which are merely facilitated as third-party services (e.g. facilitated excursions/guided tours, sporting events), if these services have been expressly and clearly identified as third-party services on the website, in the travel description and in the corresponding travel confirmation, indicating the identity and address of the facilitated contractual partner, in such a manner that it is evident for the customer that they do not form part of the package from Wagner Kurzreisen and have been selected separately. This shall not affect Sections 651b, 651c, 651w and 651y BGB. Wagner Kurzreisen shall, however, be liable if and to the extent that a breach of its duties to inform, explain or organise was the cause of damage suffered by the customer or a fellow traveller.

## **12. Termination by Wagner Kurzreisen; minimum number of participants**

12.1 Wagner Kurzreisen may cancel the travel contract without notice after the start of the package if the customer persistently disrupts the performance or provision of the travel services despite a corresponding warning from Wagner Kurzreisen, or if the customer behaves in a manner contrary to the contract to such an extent that the immediate cancellation of the contract is justified.

12.2 In the event of termination pursuant to Section 12.1 above, Wagner Kurzreisen shall retain the right to the entire agreed travel price. Wagner Kurzreisen must, however, deduct the value of the saved expenses as well as those benefits which Wagner Kurzreisen obtains from the alternative use of the service not used, including any refunds from service providers.

12.3 Insofar as the booking confirmation and the online service offer refer to the need for a minimum number of participants for the performance of the travel services, Wagner Kurzreisen may terminate the travel contract up to 30 days before the start of the package, if that minimum number of participants has not been reached. In such cases, Wagner Kurzreisen shall give notice of its termination without undue delay as soon as it has been established that the travel services cannot be offered because the minimum number of participants has not been reached. In such cases, the travel price or any down payment paid on the travel price by the customer shall be refunded promptly.

12.4 In the event of termination of the travel contract by Wagner Kurzreisen in accordance with Section 12.3 above, the customer may demand the provision of at least equivalent other travel services, insofar as Wagner Kurzreisen is in a position to offer such travel services without increasing the travel price from its current offer. The customer shall be obliged to assert this right against Wagner Kurzreisen immediately after Wagner Kurzreisen terminates the contract.

### **13. Limitation period; set-off; assignment**

13.1 Claims by the customer for defect warranty according to Section 651i(3) BGB shall be subject to a limitation period of two years. The limitation period shall begin on the day on which the package should end according to the contract. In all other respects, claims by the customer shall become subject to limitation periods in accordance with the statutory provisions.

13.2 Any set-off of claims by the customer against claims of Wagner Kurzreisen shall only be possible to the extent to which the customer's claims are legally binding, undisputed or acknowledged by Wagner Kurzreisen. The same shall apply to the assertion of a right of retention, which the customer can also only assert if his or her claim is based on the same contractual relationship.

13.3 The customer shall not be permitted to assign to third parties any of his or her claims against Wagner Kurzreisen. This does not apply to assignments to accompanying family members.

### **14. Travel cancellation insurance**

Wagner Kurzreisen recommends that the customer take out travel cancellation insurance. Such insurance is not included in the services and prices offered by Wagner Kurzreisen.

### **15. Passport and visa requirements; health regulations**

15.1 Wagner Kurzreisen shall inform the customer about general passport and visa requirements in the country of destination, including approximate deadlines for obtaining any necessary visas, and also about health formalities prior to conclusion of the contract, as well as about any changes thereto prior to the start of the package. In this regard it is assumed that there are no unusual features in the person of the customer or fellow travellers (e.g. dual nationality, statelessness) – if this is not the case, Wagner Kurzreisen kindly asks that the customer notify it of this in advance, albeit no later than when making the booking.

15.2 The customer shall be responsible for procuring and carrying about his or her person, the travel documents required by the authorities, any necessary vaccinations, and compliance with customs and foreign exchange regulations. The customer shall be responsible for ensuring that his or her passport or identity card is sufficiently valid for the travel. Any disadvantages arising from non-compliance with these regulations, e.g. the payment of termination costs, shall be borne by the customer. This shall not apply only if Wagner Kurzreisen has not informed the customer or has provided insufficient or incorrect information.

15.3 We would like to draw the customer's attention to the fact that all entries of children in their parents' passports have been invalid since 26/06/2012; such entries no longer entitle the child to cross the border. For a trip abroad, children require their own travel document from birth (e.g. in Germany a child passport for children from birth up to 12 years). Further information is available from the embassy or consulate. Customers with a government guarantee from another country are advised to contact their local embassy or consulate for information on their entry requirements.

15.4 The customer can find further information on the websites of the authority or administration responsible for his or her country of residence. Users or customers who are not citizens of the European Union (EU) can find further information on passport and visa requirements on the EU's freely accessible information pages at [https://europa.eu/youreurope/citizens/travel/entry-exit/non-eu-nationals/index\\_en.htm](https://europa.eu/youreurope/citizens/travel/entry-exit/non-eu-nationals/index_en.htm), which provide further information on entry by EU country and contact information for the national administrations of EU countries.

### **16. Applicable law; place of jurisdiction**

16.1 The contractual relationship between Wagner Kurzreisen and the customer and all associated claims shall be subject exclusively to German law, irrespective of the customer's nationality or domicile.

16.2 The customer may sue Wagner Kurzreisen only at the registered office of Wagner Kurzreisen in Berlin.

16.3 If an action brought by Wagner Kurzreisen is directed against customers who are general merchants under German law (*Vollkaufleute*), legal entities under private or public law, or if an action brought by Wagner Kurzreisen is directed against such persons whose domicile or habitual residence is abroad or whose domicile or habitual residence is not known at the time when the action is filed, the place of jurisdiction shall be the registered office of Wagner Kurzreisen in Berlin.

16.4 Wagner Kurzreisen is not willing to participate in dispute settlement proceedings before a consumer arbitration board.

### **17. Severability clause**

17.1 Should any provision of these Terms or the contract be or become void, ineffective, impracticable or unenforceable, either in whole or in part, this shall not affect the effectiveness and enforceability of the remaining provisions of these Terms and the contract.

17.2 Changes or additions shall require at least text form. The written form shall be required to amend, waive or supplement this clause.