

♥ Heidelberg

**General Terms  
and Conditions**  
Heidelberg  
Marketing GmbH

[www.heidelberg-marketing.com](http://www.heidelberg-marketing.com)

# General Terms and Conditions

## Heidelberg Marketing GmbH, Package Travel

Dear guests,

We ask you to carefully read the following Package Travel Terms and Conditions. To the extent effectively agreed, these Terms and Conditions become part of the contract for package travel concluded between the customer / traveler (hereinafter referred to as the "Traveler") and Heidelberg Marketing GmbH (hereinafter referred to as "HDM"). They supplement the statutory provisions contained in section 651a - y of the German Civil Code (Bürgerliches Gesetzbuch - "BGB") and Articles 250 and 252 of the Introductory Act to the German Civil Code (Einführungsgesetz zum BGB - "EGBGB") and expand upon them. **These Terms and Conditions apply exclusively to package travel arrangements from HDM. They do not apply to package travel arrangements for groups of 15 people or more, to the arrangement of thirdparty services (e.g. guided tours and tickets), nor to contracts for accommodation services or making arrangements for such contracts.**

### 1. Conclusion of the Package Travel Contract; Obligations of the Traveler, Information on the Right to Withdraw

1.1 The following applies to all booking channels:

a) The trip description and supplemental information provided by HDM for the respective trip, to the extent available to the Traveler at the time of booking, comprise the basis for an offer by HDM and the booking made by the Traveler.

b) Travel agents and booking offices are not authorized by HDM to make agreements, to provide information, or make warranties that amend the agreed terms of the package travel contract, extend beyond, or conflict with what is included in the trip description and / or services contractually agreed by HDM.

c) Information contained in hotel guides and similar listings that are not published by HDM is not binding upon HDM and its duty of performance to the extent not included within HDM's duty of performance by express agreement with the Traveler.

d) If the contents of the travel confirmation from HDM deviate from the contents of the booking, this comprises a new offer from HDM, which is binding upon HDM for a period of ten days. A contract is concluded on the basis of this new offer in the event that HDM has provided notice of the change in regard to the new offer, has satisfied its precontractual information obligations and the Traveler accepts such offer during the ten day period referred to above by express statement to HDM or by making a deposit.

e) The pre-contractual information provided by HDM with regard to the essential features of the trip, the trip price and all additional costs, payment arrangements, minimum number of participants, and cancellation fees (pursuant to Article 250 section 3 nos. 1, 3, to 5 and 7 EGBGB) do not become part of the package travel contract only if expressly agreed between the parties.

f) The Traveler is liable for all contractual obligations of other travelers for whom the Traveler makes a booking to the extent of the Traveler's own liability, provided the Traveler has made such an undertaking by express and separate agreement.

1.2 The following applies to bookings made verbally, by telephone, in writing, by email, or by fax:

a) When making a booking, the Traveler is making a binding offer to conclude a package travel contract with HDM. The Traveler is bound by the booking for three business days.

b) The contract is concluded upon receipt of the trip confirmation (acceptance notice) from HDM. Upon or immediately after conclusion of the contract, HDM will provide the Traveler with a travel confirmation in compliance with legal requirements on a durable medium (which permits the Traveler to save or store the confirmation unedited such that it will be accessible to the Traveler for a reasonable period, e.g. on paper or by email), provided that the Traveler does not have a right to a trip confirmation in paper form pursuant to Article 250 section 6 subsection (1) second sentence EGBGB whilst the contract was concluded in the simultaneous physical presence of both parties or outside of the business premises.

1.3 HDM notes that there is no right to withdraw under applicable law (Section 312 Subsection (7) BGB) in the case of package travel contracts under sections 651a and 651c BGB concluded via distance sales (letters, catalogues, telephone calls, fax, email, or messages (SMS) sent via mobile network as well as radio, telemedia, and online services) but rather only the statutory cancellation and termination rights, in particular cancellation pursuant to section 651h BGB (see also section 3) are available. However, there is a right to withdraw if the contract for travel services under section 651a BGB is concluded outside of business premises, unless the verbal negotiations upon which the formation of the contract is based were conducted on the basis of a preceding order by a consumer; there is likewise no right of cancellation in the latter case.

### 2. Payment

2.1 HDM and the travel agency may only request or accept payments for the trip prior to the end of the package travel if an effective customer funds insurance contract is in place and the Traveler is provided a risk coverage certificate with the name and contact information of the customer funds insurer in clear, understandable and highlighted fashion. Following conclusion of the contract, the trip price is due for payment four weeks prior to start of package in exchange for provision of the risk coverage certificate, provided the booking confirmation / invoice does not reflect any other agreement. The entire trip price is immediately due for payment in the case of bookings made less than four weeks prior to start of package.

2.2 The provisions of section 2.1 notwithstanding, a risk coverage certificate needs not be provided as a prerequisite for payment falling due if the package travel offer does not include transportation to and / or from the location at which the package travel services will be provided and, contrary to section 3.1, it has been agreed and noted in the trip confirmation, that the entire trip price is due for payment at the end of the package travel upon the end of travel without prior deposit.

2.3 If the Traveler does not make a deposit and / or the final payment in accordance with the agreed payment terms, even though HDM is ready and able to provide the contractually agreed services, has satisfied its statutory information obligations, and the Traveler has no statutory or contractual right of offsetting or retention and if the Traveler is responsible for the default of payment, HDM is entitled to revoke the package travel contract following a warning and setting an

appropriate grace period and the expiration of this period, and charge the Traveler cancellation fees in accordance with section 3.

### **3. Changes to Contract Terms Prior To Travel That Do Not Concern the Travel Price**

**3.1** Deviations from essential properties of travel services according to the agreed terms of the package travel contract that become necessary after conclusion of the contract and were not initiated by HDM in bad faith, shall be permitted before commencement of travel as far as the changes are not considerable and do not adversely affect the overall scope of the trip.

**3.2.** HDM shall be obligated to inform the representative of a group booking Via a durable medium (including e-mail, text message or voice message) in a clear, understandable and highlighted manner immediately after taking note of any cause for changes to services.

**3.3.** In case of a considerable change to an essential property of a travel service or a deviation from special requirements by the traveler that became part of the package travel contract, the traveler shall have the right to either accept the changes communicated by HDM within the reasonable period set and communicated by HDM together with the notification of changes or to cancel the package travel contract free of charge. If the traveler does not declare cancellation from the package travel contract to HDM within the set period, the change shall be considered as accepted.

**3.4.** Any possible warranty claims shall remain unaffected, insofar as the modified services are defective. If HDM incurred lower costs for executing the modified trip or any trip of the same quality and price offered in lieu, the traveler shall have a right to reimbursement in the amount of the difference according to Section 651m Subsection 2 of the German Civil Code.

### **4. Cancellation by the Traveler; Rebooking**

**4.1** The Traveler may cancel (withdraw) the package travel contract at any time before departure. Cancellation must be communicated to HDM at the address set out below; if the trip has been booked via a travel agency, notice of cancellation may also be provided to the travel agency. Cancellations should be preferably submitted in written form (Section 126b of the German Civil Code, f. ex. e-mail or fax).

**4.2** If the customer cancels prior to start of package or if the customer fails to begin travel, HDM loses the right to receive the trip price. Instead, HDM may demand an appropriate compensation as far as it is not at fault for the cancellation. HDM may not demand compensation if unavoidable, exceptional events that significantly impair the ability to provide the package trip or to transport people to the destination occur at the or in its immediate vicinity; circumstances are deemed unavoidable and exceptional if they are not subject to the control of the party invoking such circumstances and their results could not have been prevented even if all reasonable precautions had been taken.

**4.3** HDM has defined the following fixed compensation levels under consideration of the period between notice of cancellation and the commencement of travel as well as under consideration of expected savings and the expected profits that may be earned by other use of the travel services. Compensation is computed based on the relevant cancellation tier based on the time at which notice of the cancellation is received:

**a)** Between the 27th and the 21st day prior to start of package, 20 % of the trip price

**b)** Between the 20th and 12th day prior to start of package, 40 % of the trip price

**c)** Between the 11th and the 3rd day prior to start of package, 60 % of the trip price

**d)** From the 2nd day prior to start of package and in the case of a no-show, 90 % of the trip price.

**4.4** We strongly encourage the purchase of a travel cancellation insurance as well as an insurance to cover return related expenses in the event of an accident or illness.

**4.5** In any event, the Traveler is free to prove to HDM that HDM incurred no damages at all or damages that are significantly less than the fixed cancellation fees demanded by HDM.

**4.6** A fixed compensation fee in accordance with section 3.3 shall not be deemed to have been fixed or agreed upon to the extent HDM proves that HDM has incurred expenses that are significantly in excess of the applicable fixed compensation fee under section 3.3. In such cases, HDM is obliged to specifically quantify and substantiate the amount of compensation demanded subject to consideration of saved expenses and the purchase of any other use of the travel services.

**4.7** If HDM is obliged to refund the trip price following cancellation, section 651h (2) BGB shall remain unaffected.

**4.8** The foregoing is without prejudice to the traveler's statutory right to demand that a third party take over the rights and duties under the package travel contract in lieu of the Traveler pursuant to section 651e BGB by providing notice to HDM on a durable medium. Such a declaration is timely in any event if received by HDM 7 days before the commencement of travel.

**4.9** If any changes are made with regard to travel dates, accommodations, meal arrangements, or other services (booking changes) at the request of the Traveler after the conclusion of the contract, HDM may, up to the 31st day prior to start of package, impose a fee of € 15 without the Traveler's having a legal right to any such booking changes and only to the extent such changes are possible. Later booking changes are only possible subject to termination of the travel contract and rebooking in accordance with the terms of cancellation set out above. The foregoing does not apply to requests for booking changes that result in only minor expenses, or if booking changes are necessary because HDM provided the Traveler no, insufficient or incorrect precontractual information as required under Article 250 section 3 EGBGB.

### **5. Duties of the Traveler**

**5.1** Travel documents: The customer is required to notify HDM or the travel agent from whom the customer booked the package travel if the customer does not receive the required travel documents (e.g. hotel or other vouchers) by the deadline indicated by HDM.

**5.2** Notice of defects / demand for relief:

**a)** The Traveler may demand relief if the package travel is not provided free of defects.

**b)** In the event that HDM could not provide relief due to a failure to provide notice of the defect for which the Traveler was at fault, the Traveler may not demand a reduction in price under section 651m BGB or compensation for damages under section 651n BGB.

c) The Traveler is obliged to provide notice of defects immediately to HDM's local representative. If a local representative of HDM is neither available, nor contractually required, any defects in the package travel are to be reported to HDM at the contact office indicated by HDM. The booking confirmation will provide information regarding the availability of a local representative of HDM and / or its contact office. However, the Traveler may also notify the travel agent from whom he booked the package travel of the defect.

d) The representative of HDM is commissioned to provide relief to the extent possible. However, such representative is not authorized to recognize any claims.

**5.3 Deadlines prior to termination:** If the Traveler desires to terminate a package travel contract pursuant to section 651i BGB due to a major defect in the travel package of the type described in section 651i subsection (2) BGB, the Traveler is first required to provide HDM a reasonable period to provide relief. The foregoing does not apply only in cases where HDM refuses to provide relief or if immediate relief is required.

## 6. Limitation of Liability

**6.1** Contractual liability for damages on the part of HDM that do not result from injury to life, limb or health, and are not the result of fault on the part of HDM, is limited to three times the trip price.

**6.2** HDM is not liable for interruptions in performance, personal and material damages related to services that are only provided as third-party services (e.g. excursions offered by third parties, sporting events, theater visits, or exhibitions) if these services are explicitly labeled in the respective scope of work and the booking confirmation, are clearly labeled as third-party services, including the identity and address of the thirdparty contract partner, such that it is apparent to the Traveler that they are not part of the HDM package travel and the provisions of Sections 651b, 651c, 651w and 651y of the German Civil Code have been diligently complied with.

**6.3** Nonetheless, HDM is liable if, and to the extent that, damages result from a violation of notice, information or organizational duties on the part of HDM.

## 7. Unused Services

The Traveler has no right to a proportionate refund if the Traveler does not make use of specific elements of the package travel due to premature return related to an illness or other reasons for which HDM is not at fault. However, to the extent that very small sums are not involved, HDM will endeavour to obtain a refund from the service provider and repay the corresponding amounts to the Traveler as soon as, and to the extent that, such amounts are actually refunded to HDM from the individual service providers.

## 8. Asserting Claims, Addressee

Claims according to Section 651i Subsection 3 no. 2, 4-7 of the German Civil Code shall have to be asserted against HDM. Claims may also be asserted via the travel agent, if the package travel has been booked via this travel agent. Any contractual rights listed in Section 651i Subsection 3 of the German Civil Code shall lapse in two years. The period of limitation begins with the last day of the trip as specified in the contract. It is recommended to assert your claim in written form.

## 9. Special Regulations in Connection with Pandemics (in particular the Corona Virus)

**9.1** The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

**9.2** The Traveler agrees to comply with reasonable regulations or restrictions on use of the service providers when using travel services and to notify the tour guide and the service provider immediately in the event of typical symptoms of illness.

**9.3.** The provisions above shall not affect customers' rights according to Section 651i of the German Civil Code.

## 10. Choice of Law and Jurisdiction; Information regarding Consumer Dispute Resolution

**10.1** In relation to Travelers who are not citizens of a member state of the European Union or Switzerland, the parties agree to the exclusive application of German law to the legal and contractual relationship between HDM and the Traveler. Such Travelers may only lodge suit against HDM at its place of business.

**10.2** In the case of lawsuits lodged by HDM against Travelers and / or contractual partners of the package travel contract who are merchants, legal persons under public or private law and who maintain their residence or habitual place of abode outside of Germany, or whose residence or habitual place of abode is unknown at the time a lawsuit is lodged, the location of HDM's domicile is the agreed place of jurisdiction.

**10.3** With reference to the Act on Consumer Dispute Resolution (Gesetz über Verbraucherstreitbeilegung), HDM indicates that it will not participate in voluntary consumer dispute resolution. HDM will provide appropriate notice to the consumer should consumer dispute resolution become mandatory for HDM after these Terms and Conditions have been printed. HDM notes the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> with regard to all travel contracts concluded electronically.

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