

# Travel conditions for package deals of GaPa Tourismus GmbH

## in the context of the "AlpenFestival"

Dear traveler, dear participant,

We ask you for **attentive reading of the following travel conditions**. These travel conditions are, as far as effectively agreed, content of between the customer or traveler - hereinafter referred to as "traveler" - with GaPa Tourismus GmbH as the organizer of the AlpenFestival, hereinafter "**GAPA**" abbreviated package travel contract. They supplement the statutory provisions of §§ 651a - y BGB (Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the BGB) and fill these out. **These travel conditions apply exclusively to the package holidays of GAPA. They do not apply to the provision of third-party services (such as tour guides and entrance tickets) and not to contracts for accommodation services or their mediation.**

### 1. Conclusion of the travel contract, obligations of the traveler

1.1. For all booking routes applies:

a) The offer of **GAPA** and the booking of the traveler are based on the travel description and the additional information provided by **GAPA** for the respective journey as far as these are available to the traveler at the time of booking.

b) The pre-contractual information provided by the organizer regarding essential features of the travel services, the travel price and all additional costs, the payment options and the cancellation charges (in accordance with Article 250 § 3 Number 1, 3 to 5 and 7 EGBGB) will not be included of the package travel contract, if this is expressly agreed between the parties.

c) The traveler is liable for all contractual obligations of fellow travelers, for whom he makes the booking, as for his own, as far as the traveler has undertaken a corresponding obligation by express and separate declaration.

1.2. Bookings are only possible via the booking mask of alpenfestival.de. For the conclusion of the contract:

a) The traveler will be informed about the process of electronic booking in the relevant GAPA application.

b) The traveler has the opportunity to correct his entries, to delete or to reset the entire booking form, a correction option is available, the use of which is explained.

c) Die zur Durchführung der Onlinebuchung angebotenen Vertragssprachen sind angegeben. Rechtlich maßgeblich ist ausschließlich die deutsche Sprache.

d) Insofar as the text of the contract is stored by **GAPA** in the online booking system, the traveler will be informed about this and about the possibility of later retrieval of the contract text.

e) The traveler **GAPA** offers bindingly the conclusion of the package travel contract by pressing the button "book with payment" The traveler is bound to this contract offer 5 working days from the sending of the electronic declaration.

f) The traveler is immediately informed of the receipt of his booking by electronic means.

g) The transmission of the booking by pressing the button "book with a fee" does not justify a claim of the traveler to the conclusion of a package travel contract according to his booking details. Rather, **GAPA** is free in its decision to accept the contract offer of the traveler or not.

h) The contract is concluded when **GAPA** receives the travel confirmation from the traveler.

i) If the travel confirmation immediately after making the booking of the traveler by pressing the button "book with a fee" by appropriate immediate presentation of the confirmation on the screen (booking in real time), the package travel contract comes with access and presentation of this travel confirmation on the screen To the extent that the traveler is offered the possi-

bility to store them on a durable medium and to print the travel confirmation, the binding nature of the package travel contract is not, however, dependent on the traveler **GAPA** will also provide the traveler with a copy of the travel confirmation in text form.

1.3. **GAPA** points out that 1.3. **GAPA** points out that according to the legal regulations (§§ 312 Abs. 7, 312g Abs. 2 Satz 1 Nr. 9 BGB) for package travel contracts according to § 651a and § 651c BGB, the distance selling (letters, catalogs, telephone calls, faxes, E-mails, messages sent via mobile phone service (SMS) as well as radio, telemedia and online services), there is no right of revocation, but only the legal rights of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB (see also clause 6), However, a right of revocation exists if the contract for travel services pursuant to § 651a BGB has been concluded outside of business premises, unless the oral proceedings on which the conclusion of the contract is based have been conducted on prior order of the consumer; In the latter case, a right of withdrawal also nicht. Textform submit.

### 2. Services

2.1. Unless otherwise agreed in an individual case, the agreed services take place in all weather conditions.

2.2. Weather reasons therefore do not entitle the customer to withdraw for free or to terminate the travel contract with **GAPA**. This shall only apply if the weather conditions are such that the body, health or property of the customer are so significantly jeopardized that the implementation is objectively unreasonable for the customer and if the package holiday is thereby significantly impaired.

2.3. If such conditions exist prior to departure or are expected to occur objectively before departure, the customer has the right under the conditions and in accordance with § 651h (3) BGB to terminate the travel contract prior to departure. In the same way **GAPA** also has the right to terminate the travel contract under the conditions and in accordance with § 651h Abs. 4 Nr.2 BGB before departure.

### 3. Pay

3.1. **GAPA** and travel agents may only claim or accept payments on the travel price prior to the termination of the package if there is an effective customer money security agreement and the traveler has received the security certificate bearing the name and contact information of the customer deposit protection company in a clear, understandable and highlighted manner. Upon conclusion of the contract, the entire travel price will be due for payment upon delivery of the security certificate, unless the trip can no longer be canceled for the reason stated in Section 11.

3.2. Notwithstanding the regulations in section 3.1. the handover of a security note as a condition for the payment due date is not required if the package does not include a transport to the place of provision of the package travel services and / or back and by derogation from section 3.1. agreed and noted in the travel confirmation that the entire travel price is due without prior payment after the end of the package travel to the end of the stay.

3.3. If the traveler does not make the payment in accordance with the agreed payment terms, although **GAPA** is willing and able to perform the contractual services and has no legal or contractual right of retention by the traveler, **GAPA** shall be entitled, upon reminder Deadline set by the lump-sum travel contract to withdraw and the traveler with cancellation costs in accordance with para. 6. to burden.

### 4. Changes to contract contents prior to departure that do not affect the price of the tour

4.1. Departures of essential characteristics of travel services from the agreed content of the package travel contract, which become necessary after the conclusion of the contract and have not been carried out in good faith by **GAPA**, are permitted to **GAPA** prior to departure, provided the deviations are insignificant and do not affect the overall layout of the trip.

4.2. **GAPA** is obliged to inform the traveler about changes in service immediately after becoming aware of the reason for the change on a durable medium (for example by e-mail, SMS or voice message) in a clear, comprehensible and highlighted way.

4.3. In the event of any significant change in any essential feature of a travel service or derogation from the traveler's specific requirements which have become part of the package travel contract, the traveler shall be entitled to accept the amendment or to do so free of charge within a reasonable time limit set by **GAPA** upon notification of the change Package travel contract to withdraw. If the traveler does not explicitly declare the withdrawal of the package travel contract within the deadline set by **GAPA**, the change shall be deemed accepted.

4.4. Any warranty claims remain unaffected, as far as the changed services are flawed. If **GAPA** had lower costs for the implementation of the modified journey or any replacement tour of equivalent quality for the same price, the customer shall be reimbursed the difference in accordance with § 651m para. 2 BGB.

### 5. Price increase, price cut

5.1. In accordance with § 651f, 651g BGB (German Civil Code) and the following regulations, **GAPA** reserves the right to increase the

travel price agreed in the package travel contract insofar

- a) an increase in the price of transporting persons due to higher fuel or other energy costs,
- b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport charges, or
- c) a change in the exchange rates applicable to the package concerned
- d) directly affects the travel price.

**5.2.** An increase in the travel price is only permitted if **GAPA** clearly and comprehensibly informs the traveler about the price increase and its reasons in writing and informs the customer of the calculation of the price increase.

**5.3.** The price increase is calculated as follows:

e) If the price for the transport of persons according to para. 5.1.a), **GAPA** may increase the travel price according to the following calculation:

- In the event of a seat-based increase, **GAPA** may require the customer to increase the amount.
- Otherwise, the additional transport costs required by the transport company per means of transport are divided by the number of seats of the agreed means of transport. **GAPA** can demand the resulting increase for the single seat from the customer.

f) In the event of an increase in taxes and other charges acc. 5.1.b), the travel price can be increased by the corresponding proportional amount.

g) When increasing the exchange rates acc. Para. 5.1.c), the travel price can be increased to the extent that the travel has become more expensive for **GAPA**

**5.2.** **GAPA** is obligated to grant the customer / traveler a reduction of the travel price at his request if and to the extent that the conditions set out in para. 5.1. prices, duties or exchange rates after the conclusion of the contract and before the start of the journey have changed and this leads to lower costs for **GAPA**. If the customer / traveler has paid more than the amount owed hereafter, the excess amount must be reimbursed by **GAPA**. However, **GAPA** may deduct from the amount to be reimbursed the administrative expenditure actually incurred by **GAPA**. **GAPA** shall prove to the customer / traveler, at his request, how much administrative expenses have been incurred.

**5.3.** Price increases are only allowed until the 20th day before the start of the journey.

**5.4.** In the case of price increases of more than 8%, the traveler is entitled to either accept the change or to withdraw from the package travel contract free of charge within a reasonable period set by **GAPA** upon notification of the price increase. If the customer does not explicitly declare **GAPA's** withdrawal from the package travel contract within the deadline set by **GAPA**, the change shall be deemed accepted.

## 6. Resignation by the traveler, rebooking

**6.1.** The traveler can withdraw from the package travel contract at any time prior to departure. Withdrawal must be declared to **GAPA** at the address below. If the trip was booked through a travel agent, the resignation can also be explained to this. The customer is advised to explain the withdrawal in writing.

**6.2.** If the customer steps back before the start of the journey or if he does not start the journey, the tour operator loses the right to the travel

price. Instead, **GAPA** may demand reasonable compensation, unless the withdrawal is attributable to **GAPA**. **GAPA** can not claim compensation in so far as exceptional circumstances occur at or near the place of destination which materially affect the operation of the package or the transport of persons to the place of destination; Circumstances are unavoidable and extraordinary 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.

**6.3.** **GAPA** has determined the following compensation flat-rate, taking into account the period between the declaration of resignation and the start of the journey, taking into account the expected savings in expenses and the expected purchase through other uses of the travel services. The compensation will be calculated after the time of receipt of the notice of withdrawal with the respective cancellation scale as follows:

- a) up to the 45th day before departure 5% of the travel price
- b) from the 44th to the 21st day before the start of the journey 15% of the travel price
- c) from the 20th to the 15th day before departure 30% of the price
- d) from the 14th to the 2nd day before the start of the journey 50% of the travel price
- e) 80% of the travel price 1 day before departure
- f) in case of no-show 90% of the price of the tour

**6.4.** In any event, the traveler is at liberty to prove to **GAPA** that **GAPA** has suffered no or substantially less damage than the compensation flat rate demanded by **GAPA**.

**6.5.** **GAPA** reserves the right to demand higher, concrete compensation in lieu of the above lump sums, as far as **GAPA** proves that **GAPA** incurred expenses significantly higher than the applicable flat rate. In this case, **GAPA** is obliged to quantify and substantiate the required compensation, taking into account the saved expenses and any other use of travel services.

**6.6.** If **GAPA** is obliged to refund the travel price as a result of a resignation, **GAPA** must immediately, but in any case within 14 days after receipt of the declaration of resignation.

**6.7.** The legal right of the customer, according to § 651e BGB of **GAPA** to require by notice on a durable medium that instead of a third party enters into the rights and obligations under the package travel contract remains unaffected by the above conditions. Such a statement is in any case timely, if you **GAPA** 7 days before departure.

**6.8.** If, at the request of the traveler, changes are made to the accommodation, the type of food or other services (rebooking) after the conclusion of the contract, **GAPA** may, as far as this is possible at all, without a legal claim of the traveler. up to the 46th day before the start of the journey, a rebooking fee of € 20, - levy. Later changes are only possible with cancellation of the travel contract and new booking according to the above cancellation conditions. This does not apply to rebooking requests that incur only minor costs or if the rebooking is necessary because **GAPA** has not provided any, insufficient or false pre-contractual information to the traveler in accordance with Art. 250 § 3 EGBGB.

**6.9.** It is strongly recommended to take out travel cancellation insurance and insurance to cover the costs of repatriation in the event of accident or illness.

## 7. Behavior termination

**7.1.** **GAPA** may terminate the package travel contract without notice if the traveler permanently interferes despite a warning from **GAPA** or if the customer behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. This does not apply insofar as the behavior contrary to the contract is based on a violation of **GAPA's** obligation to provide information.

**7.2.** If **GAPA** terminates, **GAPA** retains the claim to the travel price; **GAPA** must, however, be credited with the value of the expenses saved and any benefits **GAPA** derives from any other use of the unused service, including the amounts credited to the service providers.

## 8. Special regulations outdoor activities

**8.1.** The outdoor activities in the journey require a high degree of personal responsibility of the customer. In this context, the "Notes on outdoor activities" is expressly pointed out.

**8.2.** It remains the tour guides or similarly qualified tour guides reserved to modify the planned tours according to the knowledge of the participants, according to their technical and conditional requirements or because of unforeseen circumstances in the context of **GAPA** incumbent care and safety obligations.

**8.3.** The aforementioned unforeseen circumstances include, but are not limited to, extreme weather conditions or return due to injury to a participant.

## 9. Obligations of the traveler

**9.1.** Travel documents: The customer has to inform **GAPA** or its travel agent about which he has booked the package holiday if the customer does not receive the necessary travel documents (eg hotel voucher, voucher) within the deadline notified by **GAPA**.

**9.2.** Request for defect / request for remedy:

- a) a) If the trip is not provided free of travel deficiencies, the traveler may request redress.
- b) b) Insofar as **GAPA** was unable to remedy this as a result of a culpable omission of the notice of defects, the traveler can not assert any reduction claims according to § 651m BGB or claims for damages according to § 651n BGB.
- c) c) The traveler is obliged to notify his defect notification to the representative of **GAPA** without delay. If a representative of **GAPA** does not exist locally and is not contractually owed, any travel defaults shall be reported to **GAPA** at the notified contact point of **GAPA**; The traveler will be informed about the accessibility of the representative of **GAPA** or his local contact point in the travel confirmation. However, the traveler may also bring the notice of defect to his travel agent, through whom he has booked the package holiday.
- d) d) The representative of **GAPA** is instructed to remedy, if possible. However, he is not authorized to recognize claims.

**9.2.** Deadline before termination: If the traveler wants to terminate the package travel contract due to a lack of travel of the kind specified in § 651i Abs. (2) BGB, if it is substantial, according to § 651l BGB, the traveler **GAPA** has to set a reasonable deadline for the remedy. This only applies if **GAPA's** remedial action is denied or if immediate remedial action is necessary.

## 10. Limitation of liability

**10.1.** The contractual liability of **GAPA** for damage that does not result from injury to life,

limb or health and was not culpably caused is limited to three times the travel price.

**10.2. GAPA** is not liable for performance disturbances, personal injury and property damage in connection with services, which are mediated as external achievements only (eg mediated trips, sport events, theater visits, exhibitions), if these achievements in the travel advertisement and the travel confirmation expressly and under indication of the identity and address of the brokered contractor were identified as external services so clearly that they are clearly not part of the package holiday of **GAPA** and were selected separately for the traveler. Sections 651b, 651c, 651w and 651y BGB remain unaffected.

**10.3.** However, **GAPA** is liable if and to the extent that damage to the information, clarification or organizational duties of **GAPA** has become the cause of damage to the traveler.

#### **11. Resignation of GAPA due to failure to reach the minimum number of participants**

**11.1. GAPA** may withdraw if a minimum number of participants is not reached in accordance with the following provisions:

**11.2.** The minimum number of participants and the latest date of receipt of **GAPA's** resignation from the customer must be stated in the respective pre-contractual information.

**11.3. GAPA** must indicate the minimum number of participants and the latest withdrawal period in the travel confirmation.

**11.4. GAPA** is obliged to immediately notify the customer of the cancellation of the trip if it is clear that the trip will not be carried out due to the minimum number of participants having failed to reach it.

**11.5.** A withdrawal of **GAPA** later than 30 days before departure is not permitted.

**11.6.** If the trip is not carried out for this reason, the customer will receive back payments made on the travel price immediately, section 6.6. Shall apply accordingly.

#### **12. Unused services**

If the traveler does not make use of individual travel services as a result of premature return, illness or other reasons not attributable to **GAPA**, the traveler shall not be entitled to a pro-rata refund. However, **GAPA** will seek reimbursement from the service provider and reimbursement to the traveler as soon as and to the extent that they have actually been reimbursed to **GAPA** by the individual service providers, provided they are not very small amounts.

#### **13. Assertion of claims, addressee**

Claims according to § 651i Abs. (3) Nr.2, 4-7 BGB have to be asserted by the customer / traveler to **GAPA**. The assertion can also be made through the travel agent if the package holiday was booked through this travel agent. The contractual claims listed in § 651i para. (3) BGB become time-barred after two years. The statute of limitations begins with the day on which the journey should end the contract. A claim in text form is recommended.

#### **14. Choice of law and jurisdiction; Information about consumer dispute resolution**

**14.1.** For travelers who are not nationals of a Member State of the European Union or Swiss citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the traveler and **GAPA**. Such travelers may sue **GAPA** exclusively at the seat of **GAPA**.

**14.2.** For actions brought by **GAPA** against travelers or contractual partners of the travel contract who are merchants, legal persons under public or private law or persons who are domiciled or ordinarily resident abroad or whose domicile or habitual residence is unknown at the time the legal action is brought, the place of jurisdiction is the location of **GAPA**.

**14.3.** As far as the Consumer Discrimination Act is concerned, **GAPA** points out that **GAPA** does not participate in a voluntary consumer dispute settlement. If a consumer dispute settlement becomes mandatory for **GAPA** after the travel conditions have been printed, **GAPA** will inform consumers accordingly in an appropriate manner. **GAPA** refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all travel contracts concluded in electronic commerce.

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