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Detailed booking conditions

Detailed booking conditions for
TUI Deutschland GmbH



airtours 



Detailed booking conditions

Dear Holiday Guest,

Please take a good look at these booking conditions, which have been sent to you before booking, because you accept these booking conditions when you make the booking. They apply to all **package tours** as well as to travel services and components booked as individual services within the meaning of sections 651a - y (3) nos. 2 and 3 of the German Civil Code (BGB) (accommodation in hotels or holiday homes/apartments and rental of motor vehicles (including motorhomes) and motorcycles) – hereinafter referred to as **individual services** – of the provider TUI Deutschland GmbH (hereinafter referred to as TUI). They supplement and complete the statutory provisions of the BGB applicable to accommodation/rentals for package tours in line with sections 651a - y (250 and 252) of the Introductory Act to the German Civil Code (EGBGB). Should individual provisions of these booking conditions only apply in whole or in part to package tours or only to individual TUI services, this will be made clear at the appropriate point. The term service(s) includes both package tours and individual components.

These booking conditions do **not** apply to **mediated individual services** (e.g. admission tickets as individual services brokered by TUI Ticket Shop (TTS)) flight-single seat of TUI Deutschland GmbH incl. supplementary flight services and the mediation of connected travel services within the meaning of section 651w BGB. If appropriate, you will receive this information separately.

In addition, these booking conditions apply to business travel only if such travel is not arranged on the basis of a framework agreement governing the organisation of business travel.

These booking conditions are available on the Internet at www.tui.com > Hilfe&Kontakt > Geschäftsbedingungen.

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1 Concluding the contract

- 1.1 By submitting your booking you are making a binding offer to TUI to conclude a contract. The basis of the offer is the travel write-up and the additional information provided by TUI for the respective travel service(s) as made available to you at the time of booking.

The **contract** is concluded upon receipt of TUI's declaration of acceptance. This does not require any specific form.

- 1.2 The customer is responsible for all contractual obligations of co-travellers on whose behalf he/she makes the booking, just as he/she is for meeting his/her own contractual duties to the extent that he/she has committed to these obligations explicitly and by separate declaration.

- 1.3 Upon or immediately after conclusion of the contract, you will receive a **booking confirmation** that contains all essential information about the travel service(s) you have booked. If both parties are physically present at the time of making the booking, especially when in a travel agency, you are entitled to be given the booking confirmation in paper form, otherwise, in particular in the case of electronic transactions, it is sufficient to send the booking confirmation on a durable electronic medium.

If the details set out in the confirmation differ from the details made in your booking, TUI is bound to the details furnished in this new offer for a period of 10 days. The contract is then concluded on the basis of this new offer insofar as TUI has pointed out any change in the new offer compared with the booking and fulfilled its pre-contractual information obligations and you have conveyed your acceptance to the tour operator by express declaration or the payment of a deposit within the binding period.

- 1.4 When booking a package tour, the pre-contractual information provided by TUI governing 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 Section 250 (3) nos. 1, 3 to 5 and Section 7 EGBGB is not part of the package tour contract only if this is expressly agreed upon between the parties.
- 1.5 We would like to point out that according to sections 312 (7) and 312g (2) sentence 1 no. 9 BGB for package tour contracts pursuant to sections 651a and 651c BGB concluded at a distance (by letter, over the telephone, by fax, email, SMS, broadcasting, telemedia, online services), there is no right of revocation, but only the statutory rights of cancellation and termination, in particular the right to cancel according to Section 651h BGB (see also section 8). However, a right to revocation exists if the contract for travel services pursuant to Section 651a BGB was concluded outside of business premises, unless the oral proceedings on which the conclusion of the contract is based were conducted on the prior order of the customer; in the latter case, there is no right of revocation.

2 Payment

- 2.1 In the case of **package tour bookings**, to safeguard customer funds TUI has concluded insolvency insurance with Deutscher Reisesicherungsfonds GmbH. In these cases, the booking confirmation includes the respective **insurance certificate**.

In addition, irrespective of whether a package tour or individual travel service was booked, the booking confirmation includes details of the amounts for the deposit and the final payment and, if applicable, the methods for calculating the amount due in the event of cancellation. Payments for all bookings shall be made in accordance with sub-sections 2.2 to 2.10 below:

- 2.2 If the booked tour includes air transport, upon conclusion of the contract a deposit of 25% of the total price is due upon receipt of the confirmation. If the booked service does not include any air transport, 20% of the total price is due. However, this does not apply to products marked with „Free cancellation until 6 p.m. on the day of arrival“; in which case the provisions in sub-section 2.3 apply.
- 2.3 The **remaining amount** of the price is due 4 weeks before the start of the service, if it is clear that the service – as booked – will be delivered and the **itinerary** is ready at the sales outlet (e.g. travel agency, online travel agency, call centre) or has been sent to you as agreed.

For **short-term bookings** (from 28 days before the start of the service) the entire price is due immediately.

- 2.4 Cancellation fees (see section 8) and any processing and booking amendment fees (see section 9) are due immediately.

2.5 Payment directly to TUI

- 2.5.1 This requires the customer's first and last name, complete address, telephone number and also email address in the case of payments by bank transfer or Paypal.
- 2.5.2 For SEPA direct debit payments, TUI requires (possibly via the sales outlet) a signed authorisation which allows the direct debiting of the customer's current account with the price to be paid (deposit and final payment). The authorisation is part of the confirmation.
- 2.5.3 When paying your service booked with TUI with a credit card, TUI requires your consent (if necessary, via the sales outlet) to withdraw money from your credit card. In online sales, sometimes, additional authentication is required.
- 2.5.4 You can also pay by bank transfer up to 30 days before the start of the service.
- 2.6 **Payment via the sales outlet**
In exceptional cases, both the deposit and, upon receipt of the itinerary, the remaining payment can be made at your sales outlet.
- 2.7 **Changes to the agreed payment method** can only be made up to 35 days before the start of the service and only for payments that are still outstanding.
- 2.8 If you have not received the **itinerary** by at the latest 4 days before the start of the service, please contact your sales outlet immediately. For short-term bookings or amendments to the booking made 14 days or less before the start of the service, you will receive the itinerary by the same means as for longer-term bookings. In your own interest, we ask you to carefully review the itinerary upon receipt.
- 2.9 If due payments are defaulted on or are not made in full and you do not pay even after a reminder with a grace period, TUI can withdraw from the respective contract, unless there is already a significant deficiency in performance at this time. TUI may, in the event of withdrawal from the contract within the meaning of the previous sentence, demand cancellation fees as compensation in accordance with sub-sections 8.2 and 8.5. If you fail to make payments despite them being due, TUI also reserves the right to charge a reminder fee of € 1.50 for the second reminder.

Your right to prove that costs were not incurred or were significantly lower remains unaffected.

- 2.10 Costs for ancillary services such as the procurement of visas etc. are not included in the travel price, unless expressly stated. If such costs arise, please pay them to the sales outlet.

3 Children's discounts

The **age of the child at the start of the service** is decisive. Irrespective of this, you must give the age of each child travelling with you when booking.

Please refer to the respective service description for the scope of child discounts.

The following charges are payable for the carriage of children under 2 years of age, who are not entitled to a seat, on charter flights within the framework of package arrangements: an administration charge amounting to a maximum of € 50 per child and flight, provided that one adult accompanying person is travelling with each child. In the case of package arrangements with scheduled air transport and in the case of flight-only offers (charter or scheduled flight), the administrative charges of the service provider (the airline) will be passed on to the customer.

In the event of incorrect age details, TUI is entitled to charge any differences based on this at the correct price plus a processing fee of € 50.

Your right to prove that costs were not incurred or were significantly lower remains unaffected.

4 Special notes on holiday apartments and homes

Ancillary costs for consumption-related items or additional services you requested are usually not included in the price. Unless otherwise stated in the service description, they must be paid directly on site.

The apartment/holiday home may only be occupied by the number of adults and children detailed in the service description and listed in the confirmation.

The indicated arrival and departure dates are binding. Before keys are handed over, a reasonable amount (deposit) may be required to cover any damage or locally payable, consumption-dependent ancillary costs.

The refund or settlement against the deposit takes place when the apartment/holiday home has been returned in a clean and proper condition at the end of the stay.

5 Special requests, individual travel arrangements, travel rep service

5.1 Special requests

5.1.1 Sales outlets may only accept **special requests** as non-binding. TUI will endeavour as far as possible to meet your requests for special services that are not advertised, e.g. adjacent rooms or rooms in a particular location. Without written confirmation from TUI, either before or after conclusion of the contract, sales outlets are not entitled, unless they are separately authorised to do so, to make any promises or agreements that deviate from the service descriptions or contracts already concluded.

Please note that only identical board types can be booked within one accommodation unit. This also applies to children travelling with you.

5.1.2 A fee of maximum € 50 per person and week is charged for processing **individual** services deviating from the respective service description.

5.1.3 If you wish to change flights and/or hotels in the destination, TUI reserves the right to charge a reasonable handling fee per traveller in addition to any additional costs incurred. The processing fee is applicable per person. Flight amendments are not possible for packages from XTUI and Itur.

5.1.4 Bringing pets is only permitted if the service description expressly allows this.

5.2 Extending your stay

If you would like to stay longer at your holiday destination, please contact your travel representative or the local TUI representative as early as possible. We are happy to extend your stay if suitable accommodation and return transport options are available.

The cost of an extension must be paid locally. Please carefully check the rates and conditions that apply to your return journey as well as the validity period of your travel insurance and any required visa. It is not possible to extend stays for packages from XTUI and Itur.

5.3 Travel representative service, support and assistance

The package tours offered include being looked after on site; this is done by local TUI representatives or TUI Service.

You will find the contact details in the itinerary, on www.meine-tui.de or in the MY TUI app. You may also, if this is part of the booked service, have a travel rep in your hotel.

In the case of filing complaints, please refer to the special information in sub-section 13.7.2.

6 Air transport for package holidays

6.1 Operating air carrier/EU Air Safety List

According to Regulation (EC) 2111/2005 of 14.12.2005, when you are making the booking TUI is obliged to inform you of the identity of the operating air carrier(s). If the operating air carrier is not yet known at the time of booking, you will first be informed as to the identity of the likely operating air carrier(s). As soon as the identity is finally determined, you will be informed accordingly. In the event of a change of the operating air carrier after booking, you will be notified of the change as soon as possible.

The list of air carriers subject to an operating ban in the EU Air Safety List can be found at https://ec.europa.eu/transport/sites/transport/files/air-safety-list_en.pdf.

6.2 Stopovers

TUI points out that there may be intermediate stops on direct flights for technical flight or programme reasons.

6.3 You are strongly recommended to carry **money, valuables, technical equipment and medicines** in your hand luggage only.

7 Amendments to services

7.1 **Before the conclusion of the contract** TUI can make a change at any time in the service descriptions, and will notify you accordingly before booking.

7.2 Changes to essential travel services in relation to the agreed content of the booking contract that become necessary after conclusion of the contract and prior to departure and that are not made contrary to good faith by TUI are only permitted insofar as they are not significant and do not affect the overall quality and scope of the booked service. Any warranty claims remain unaffected, in particular insofar as the changed services are subject to defects.

7.3 TUI will inform the customer about service changes on a permanent data medium immediately after becoming aware of the reason for the change. If necessary, TUI will offer the customer a free change or a free withdrawal.

For a replacement air carriage due to a change of airport, the train-to-flight ticket (see sub-section 13.6) is included in your itinerary.

7.4 In the event of any significant change to any essential feature of the travel services or deviation from the customer's specific requirements that have become part of the travel contract, the customer is entitled within a reasonable time limit set by TUI at the same time the change is notified to either accept the change or to withdraw from the travel contract free of charge or to request participation in a replacement service if TUI has offered such a travel service.

Upon receipt of the notification by TUI the customer has the choice to respond or not respond. If the customer responds to TUI, then he/she can either agree to the contract change, request participation in a replacement travel arrangement or, – in the case of booking an individual service – demand to participate in a replacement service, if this was offered, or withdraw from the contract free of charge.

If the customer does not respond to TUI or does not respond within the set deadline, the notified change will be deemed accepted.

The customer shall be informed thereof in a clear, understandable and emphatic manner in the statement of notification in line with sub-section 7.3.

7.5 Any warranty claims remain unaffected insofar as the changed services are defective. If TUI incurred lower costs for implementing the modified or alternatively provided package tour or individual service of equivalent quality, the customer shall be reimbursed the difference.

7.6 In the case of cruises, the captain alone decides on any changes in the sailing time and/or routes that become necessary, for safety or weather reasons, for example.

8 Cancellation by the customer before the start of the service/ cancellation fees

8.1 The customer may cancel the contract at any time before the start of the service. Cancellation must be notified to TUI. If the service was booked through a sales outlet, the cancellation may also be notified to the outlet. The customer is advised to notify the cancellation on a durable medium.

8.2 If the customer cancels before the start of the service or does not start the package tour or the booked individual service, TUI shall lose the claim to the agreed price. Instead, TUI may demand appropriate compensation, insofar as TUI is not responsible for the cancellation and there are no extraordinary circumstances at the destination or in its immediate vicinity which significantly impair the performance of the booked service or – if included in the booked service – the transport of persons to the destination; circumstances are deemed unavoidable and extraordinary if they are beyond TUI's control and their consequences could not have been avoided even if all reasonable precautions had been taken.

The cancellation fees are set out in sub-section

8.4. They are determined on the basis of the price less the value of the expenses saved by TUI and less what TUI acquires through other use of the services.

The following flat rates also take into account the period between the notice of cancellation and the start of the service. At the customer's request TUI shall justify the applied fees.

Furthermore, the customer is also free to provide evidence that TUI has not suffered any loss as a result of the cancellation or that the fees to which TUI is entitled are significantly lower than the flat-rate compensation demanded by TUI.

8.3 Cancellation fees are also due if a customer fails to arrive at the respective departure airport or place of departure or place of performance in good time at the times stated in the booking documents or if the service is not commenced due to a lack of travel documents for which TUI is not responsible, e.g. passport or necessary visa.

8.4 The flat-rate entitlement to cancellation fees **per person/per accommodation unit** in the event of cancellation is as follows:

8.4.1 Standard compensation fees:

A Travel with air transport

| | |
|---|-----|
| until 31 days before departure | 40% |
| from 30 days before departure | 60% |
| from 14 days before departure until the day of departure or no show | 80% |

of the agreed travel price

B Travel/service without air transport

| | |
|---|-----|
| until 31 days before start of travel/service | 20% |
| from 30 days before start of travel/service | 40% |
| from 14 days before start of travel/service until the day of commencement of travel/service | 80% |
| or no show or failure to use the service | 80% |

of the agreed price

8.4.2 Exceptions to the standard compensation policy:

A Holiday homes/villas/apartments (if stated as such on the travel confirmation, Section 8.4.1 shall otherwise apply), caravan parks, also for bus and rail travel, motorbike tours, airtours private travel

| | |
|---|-----|
| until 46 days before the start of travel/service | 25% |
| from 45 days before the start of travel/service | 50% |
| from 35 days before the start of travel/service up to the day of commencement of travel/service | 80% |
| or no-show | 80% |

of the agreed price

B Cruises, camper programmes

| | |
|---|-----|
| until 31 days before the start of travel/service | 25% |
| from 30 days before the start of travel/service | 40% |
| from 24 days before the start of travel/service | 50% |
| from 17 days before the start of travel/service | 60% |
| from 10 days before the start of travel/service up to the day of commencement of travel/service | 80% |
| or no show | 80% |

of the agreed price

Different conditions apply to airtours cruises, which will be communicated to you prior to booking.

C In the case mediated tickets only, e.g. for musicals, the cancellation conditions of the respective provider apply. These conditions will be communicated to you at the time of making the booking.

D In the case of products marked with the note „80% cancellation fee from time of booking“, cancellation fees amounting to 80% of the agreed price are due irrespective of the time of cancellation.

In the case of products marked with the note „Cancellation free of charge until 6 p.m. on the day of arrival“, no cancellation fee is charged before the start of the service (Check-In) if the cancellation is made before 18:00 (CET), whereas if the cancellation is made later than 18:00 (CET) on the day of arrival, cancellation charges amounting to 80% of the agreed price must be paid.

E For TUI Cars, cancellation fees amounting to 80% are only due from 24 hours before the agreed start of the service and in the event of non-acceptance of the rental car. Separate cancellation fees apply to motorbikes and will be communicated prior to conclusion of the contract.

8.5 TUI reserves the right to demand higher, individually calculated compensation instead of the flat-rated compensation, if TUI provides evidence that it has incurred significantly higher expenses than the applicable flat-rated compensation. In this case, TUI shall be obliged to specifically quantify and prove the compensation demanded, taking into account the expenses saved and any other use of the services.

8.6 If TUI is obliged to refund part or all of the agreed price as a result of a cancellation, TUI must do so without delay and in any case within 14 days of receipt of the cancellation notice.

Your right to provide a substitute traveller within a reasonable period before the start of the service by means of a declaration on a durable data medium (see sub-section 9.2 below) remains unaffected by the above conditions. Such a declaration is in any case on time if TUI receives it no later than seven days before the start of the service.

9 Amendment to booking, substitute

9.1 If you so request, TUI will amend the confirmation (amended booking), insofar as this is feasible, up to 31 days before the start of the travel/service or, in the case of travel and services as defined in sub-section 8.4.2 A, up to 46 days before the start of the travel/service.

Amended bookings include, for example, changes to the travel date, destination, place of departure, accommodation or transport. A separate fee of € 50 per person is charged.

Additional costs incurred by service providers (e.g. airlines, camper van providers) will be charged separately. Therefore, please pay due attention to the correct spelling of your name as stated on your passport.

Please note that amended bookings may result in the loss of any benefits and discounts applicable at the time of the original booking and thus in higher final prices. Information on this can be found on TUI.com or at your TUI outlet.

Amendments after the above-mentioned deadlines (e.g. in the case of travel/services in accordance with sub-sections 8.4.1 and 8.4.2 B from 30 days before the start of the travel or service) as well as changes beyond the period of validity of the service description on which the booking is based (sub-section 1.1) can only be made after cancelling the contract under the conditions outlined in sub-section 8.4 and initiating a new booking.

Furthermore, flight amendments, changes to the travel/service dates, the destination and the start of the travel in the case of offers by XTUI, airtours Private Travel, Itur and separately marked package tours which include special scheduled flight fares can only be made after cancelling the contract under the conditions as per sub-section 8.4 and initiating a new booking.

In the case of products marked with „80% cancellation fee from booking“, there is no entitlement to amend a booking.

9.2 Within a reasonable period before the start of the service, the customer may declare on a durable medium that a third party is entering into his rights and obligations under the contract. The declaration shall in any case be deemed to be in good time if it is received by TUI no later than seven days before the start of the service.

TUI may object to the entry of the third party in place of the booked traveller if the third party does not fulfil contractual travel requirements.

If a third party takes the place of the booked traveller, TUI is entitled to charge a flat rate of €10 for the processing costs it incurs due to the participation of the substitute. Additional costs actually incurred by service providers (e.g. airlines) will be charged separately. TUI shall provide the customer with proof of the amount of additional costs incurred due to the entry of the third party. The customer shall retain the right to prove that no costs were incurred or substantially lower costs were incurred than those claimed for the substitution. The booked traveller and the substitute shall be jointly and severally liable for the agreed price and the costs incurred by the substitute.

9.3 For products marked with „Free cancellation until 6 p.m. on the day of arrival“, amending a booking in accordance with sub-section 9.1 and the entry of a third party in accordance with sub-section 9.2 is possible by 6 p.m. (CET) on the day of arrival without a separate fee being due. Hire car bookings can be amended up to the agreed start of the service without charging a separate fee.

10 Travel insurance

TUI recommends that you take out a comprehensive travel insurance package, in particular one that includes travel cancellation insurance (which can also be booked separately) and insurance to cover repatriation costs in the event of accident or illness. Please check the special offers in the respective service descriptions. Details of the insurance cover can be found at the end of these booking conditions or can be obtained from your sales outlet.

11 Cancellation and termination by TUI

11.1 TUI may **terminate** the **contract** without notice if the performance of the booked service is permanently disrupted by the customer despite TUI issuing a corresponding warning. The same applies if a customer behaves in breach of contract to such an extent that the immediate termination of the contract is justified. However, TUI retains the right to the agreed price. Any additional costs for return transport shall be borne by the party causing the disruption.

However, TUI must take into account the value of any expenses saved as well as any benefits gained from another use of services not used, including any reimbursements by service providers.

11.2 In the case of package tours, TUI may cancel the tour up to 4 weeks before the start of the tour (receipt by traveller) if the minimum number of participants specified in the respective service description or in the pre-contractual information and confirmation is not reached. TUI will of course inform the traveller if it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached.

TUI shall send notice of cancellation to the traveller immediately and refund the travel price paid without delay, but in any case, within 14 days of receipt of the notice of cancellation.

11.3 TUI may cancel the contract before the start of the service if TUI is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances; in this case TUI must send the notice of cancellation immediately after becoming aware of the reason for cancelling. If TUI cancels the contract, TUI loses the right to retain the agreed price.

11.4 Travel advisories from the German Foreign Office are available in German on the Internet at www.auswaertiges-amt.de or by calling (030) 5000-2000.

12 Notification of defects, remedy, reduction, termination

12.1 If a service is not provided or is not provided free of defects, the customer may demand **redress**. TUI can refuse to remedy the situation if it is impossible or involves disproportionate costs.

12.2 The customer may demand a **reduction** in the agreed price if services have not been provided free of defects and the customer has not culpably failed to **report** the defect immediately (without undue delay). The rights resulting from a reduction of the agreed price shall expire within three years. Section 199 (1) BGB applies for the beginning of the limitation period.

12.3 **If TUI cannot remedy the situation as a result of a culpable omission to notify the defect, the customer is not entitled to assert claims for a reduction in price or for damages with regard to defective services.**

12.4 If the booked service is considerably impaired by a defect in the service and TUI does not provide a remedy within a reasonable period of time, the customer may terminate the contract – in his own interest and for reasons of preserving evidence, it is advised to do so in writing.

It is only not necessary to set a deadline for the remedy if TUI refuses to implement a remedy or if immediate remedy is necessary.

If the contract is subsequently cancelled, the customer shall retain the right to be transported home if the contract included carriage.

In the event of termination in accordance with sub-section 12.4, the customer shall owe TUI only that part of the agreed price which is attributable to the services used (or still to be provided at the end of the package tour).

13 Damages

13.1 In the event of a defect in the services, the customer may claim damages without prejudice to entitlement to a reduction of the agreed price or termination, unless the customer is culpable for the defect in the services, or the defect was the fault of a third party who is neither a service provider nor otherwise involved in the provision of the services covered by the contract and the defect was unpredictable or unavoidable on the part of TUI or was caused by unavoidable, extraordinary circumstances.

When booking a package tour, the customer may also claim reasonable financial compensation for wasted holiday time if the tour was thwarted or significantly impaired.

13.2 Limitation of liability

TUI's liability for damages other than bodily injury shall be limited to three times the agreed price insofar as the damages suffered by the customer are not due to culpable causation.

13.3 Tortious claims for damages

Except in the case of intent or gross negligence all tortious claims for damages against TUI which are not based on intent or gross negligence, or liability for damage to property shall be limited to three times the agreed price.

These maximum liability amounts apply per traveller and per booked service. Possible claims under the Montreal Convention or the German Traffic Act remain unaffected by the above restriction.

13.4 TUI shall not be liable for disruptions to services, personal injury and damage to property in connection with services which are merely brokered as third-party services (e.g. excursions, sporting events, theatre visits, exhibitions, transport services to and from the advertised place of departure and destination) if these services are expressly and clearly identified as brokered third-party services in such a way that the customer can clearly see who the third party is providing the services and that these services are not part of the booked services.

A claim for damages against TUI is limited or excluded insofar as international conventions or statutory provisions derived therefrom are applicable to the services provided by a service provider, if

claims for damages against the service provider can only be asserted under certain conditions or restrictions or may be ruled out under certain conditions.

- 13.5 You are responsible for any participation in sports and other holiday activities. You should check sports facilities, equipment and vehicles before using them. TUI is only liable for accidents that occur during sporting events and other holiday activities if TUI is culpable. TUI recommends that you take out accident insurance.

- 13.6 The following applies to package tours: Insofar as advertised, your itinerary includes train to flight train tickets from DB AG. The transport service is provided on the basis of the terms and conditions of the respective transport provider, which are furnished to you upon request.

The rights and obligations of TUI and the customer according to German travel contract law and these detailed booking conditions are not limited by the conditions of the respective transport provider.

Each customer is responsible for arriving in good time at the departure airport, unless such delay is due to a culpable or grossly negligent breach of duty by TUI.

13.7 Duty to cooperate, complaints

- 13.7.1 Within the scope of statutory provisions every traveller is obliged to cooperate in the event of service disruptions **in order to avoid or minimise any damage.**

- 13.7.2 If, contrary to expectations, you have reason to complain, you must inform TUI Service or the local representative immediately on the spot and request a remedy (for contact details, see sub-section 5.3).

If TUI Service or the specified contact point cannot be reached, contact the service provider (e.g. transfer company, hotelier, ship management), TUI (for contact details see details at the end) or your outlet. You will find the necessary contact details in your itinerary or in the service description (see sub-section 1.1).

Guests staying in holiday flats/houses/apartments must immediately request redress from the contact person stated in the itinerary.

In the case of air travel, TUI expressly recommends that you immediately notify the competent carrier of any damage to or delays in delivery of baggage and goods on the spot and no later than 7 days after discovery of damage to baggage or in the case of goods within 14 days of receipt; in case of delay in delivery, no later than 21 days after the baggage or the goods have been united with the customer. In all such cases report the damage by means of a PIR damage report to the relevant air carrier. Airlines usually refuse to refund if the PIR claim form was not completed and submitted.

Otherwise, the loss, damage or misrouting of baggage must be reported to the travel management or the local TUI representative.

13.7.3 Travel representatives are not entitled to acknowledge any claims.

13.8 Limitation

Claims for damages by the customer are subject to a three-year limitation. Section 199 (1) of the BGB shall apply to the commencement of the limitation period.

TUI's statutory right to assert claims for compensation due to alteration or deterioration of the items provided to the customer in the context of the performance of the services expires six months after the end of the travel.

14 Consumer dispute resolution/ EU online dispute resolution platform

14.1 Consumer dispute resolution/EU online dispute resolution platform

TUI does not currently participate in any voluntary procedure for alternative dispute resolution in accordance with the German Consumer Dispute Resolution Act. Therefore, our customers cannot use such a procedure or the platform for the online settlement of consumer disputes (OS platform) provided by the EU Commission at <http://ec.europa.eu/consumers/odr/>.

15 Passport, visa, customs, foreign exchange and health regulations

- 15.1 When booking a **package tour**, TUI will inform the customer/traveller before conclusion of the contract about the general passport and visa requirements as well as health formalities of the destination country, including the approximate deadlines for obtaining the necessary visas, and, if necessary, about any changes before the start of the tour. When booking an individual service, the customer alone is responsible for obtaining this information.

- 15.2 The customer is responsible for compliance with all regulations important for the performance of the booked services. The customer shall bear all disadvantages, in particular the payment of cancellation costs, arising from non-compliance with these regulations, unless they are due to TUI's culpable misinformation or failure to provide information.

- 15.3 If you instructed TUI to obtain visas, unless TUI is responsible for the delay, TUI shall not be liable for the timely issue and receipt of necessary visas from the respective diplomatic representation. You must allow for a period of about 8 weeks to obtain visas, etc. from the relevant authorities.

- 15.4 When booking a **package tour**, please refer to the pre-contractual information as to whether a passport is required for your tour or whether your personal identity card is sufficient and please ensure that your passport or identity card has a sufficient period of validity for the tour. Children require their own travel documents.

- 15.5 Customs and foreign exchange regulations are very strict in some countries.

Please inform yourself carefully and be sure to follow the regulations.

- 15.6 Some countries require certain vaccination certificates and health precautions. This may also apply to travel to and from Germany. For relevant information, please refer to the pre-contractual information when booking a package tour and contact your outlet.

16 Data protection

The personal data you provide to us will be electronically processed and used to the extent necessary for the fulfilment of the contract. All your personal data will be processed according to German and European data protection law. Further information on the handling of your data is available in our privacy policy at www.TUI.de/Datenschutz

17 General

The invalidity of individual provisions of the contract shall not result in the invalidity of the entire contract. The same applies to these booking conditions.

These booking conditions and notes apply to the tour operator

TUI Deutschland GmbH
Karl-Wiechert-Allee 23
30625 Hanover
Commercial Register: Hanover HRB 62522
Telephone: 0511 567-1111

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