

Terms & Condition for Guest Accommodation and the Arrangement of Accommodation Services

Dear Guests of Stadt Düsseldorf,

As a booking agent, Düsseldorf Tourismus GmbH (hereinafter "DT") arranges accommodation in hotels, with private landlords on hotel ships, and other accommodation providers (hereinafter referred to as "Hosts") in accordance with the latest booking offers. Contractual relationships are created directly between the accommodation provider and the guest. The following Terms & Conditions, in so far as they are effectively incorporated, form the content of the accommodation contract between you and the Host. You are therefore advised to read these Terms & Conditions carefully.

1. Conclusion of the accommodation contract, position of DT

1.1. The following shall apply for all forms of booking:

- The basis of the Host's offer and the guest's booking shall be the description of the accommodation and the supplementary details in the booking information (e.g. description of location, classification legend) where such details are available to the guest at the time of booking.
- In the case of booking by businesses, travel agencies, tour operators, associations, adult education centres, schools, school classes or other groups, the client and thus contractual partner of the Host and party liable for payment shall be the respective organisation unless it has been expressly agreed with the Host that the party making the booking is solely acting as the representative of the group members.
- Where an advance payment has been agreed with individual guests or organisations, non-payment of the agreed advance payment shall not result in the annulment of the contract.
- With the exception of DT itself, agents and booking offices are not authorised by the Host to enter into agreements, to provide information or to give assurances that alter the agreed content of the contract, that exceed the contractually agreed services provided by the Host, or which contradict the description of the accommodation or the services provided by the Host.
- Information in hotel guides or similar directories that were not published by DT or the Host shall not be binding on the Host and his service obligation save where it has been expressly agreed with the guest that such information shall form part of the service provided by the Host.
- Where the content of the booking confirmation differs from the content of the booking, this shall represent a new offer on the part of the Host. The contract shall be formed on the basis of this new offer once the guest indicates his acceptance by express statement, down payment or payment of an outstanding balance, or by availing of the accommodation.

1.2. The following shall apply with regard to bookings made orally, by telephone, in writing, by e-mail or by fax:

- In making the booking, the guest makes a binding offer to enter into an accommodation contract with the Host.
- The contract shall be concluded when the guest receives confirmation of the booking, for which no form is required, so that confirmation in oral form or by telephone shall also be binding on the guest. As a rule, the Host or DT shall also send the guest the booking confirmation in writing. However, in the event that the guest does not receive a corresponding written booking confirmation, a booking made by the guest in oral form or by telephone which is confirmed in oral form or by telephone shall suffice to create a binding contractual obligation on the guest.
- Where the Host provides a special offer at the request of the guest or the client, this shall, at variance with the aforementioned provisions, represent a binding contractual offer by the Host to the guest and/or the client. In such cases the contract shall take effect without any corresponding confirmation on the part of the Host and/or DT being required when the guest and/or the client accepts this offer within the period specified without reservation, alteration or addition by express statement, down payment, payment of an outstanding balance, or by availing of the accommodation.

1.3. The following shall apply to the conclusion of the contract for online bookings:

- The online booking procedure shall be explained to the guest on the corresponding Internet portal. The guest shall be furnished with a correction tool, the use of which shall be explained to him, for correcting his input, and to delete or reset the entire online booking form. The contractual languages available to make the online booking are specified.
- Where the contract wording is stored by the Host or in the online booking system, the guest shall be instructed on this storage and on the possibility of retrieving the contract wording at a later time.
- By clicking on the "book now, payment required" button (on the interface) the guest bindingly offers to enter into the accommodation contract with the Host. The guest will immediately receive an electronic confirmation of his booking.
- The transmission of the contract offer by clicking on "book now, payment required" button does not confer any right on the guest to the conclusion of an accommodation contract in accordance with his booking request. The Host shall decide whether or not to accept the guest's offer of a contract at his own discretion.
- The contract shall be concluded at the time that the booking confirmation from the Host and/or the DT as the former's agent shall be received by the guest.
- Where the booking confirmation is sent instantly after the guest has made the booking by clicking on the "book now, payment required" button, and is visualised on the screen (real-time booking), the accommodation contract shall be concluded with the receipt and visualisation of this booking confirmation by the guest without the necessity of any intermediate notification that his booking request has been received. In this case the client shall be offered the opportunity to save and print the booking confirmation. The binding nature of the accommodation contract shall not, however, be dependent on whether the guest avails of these saving or printing options. As a rule the Host and/or DT shall transmit to the guest a booking confirmation by e-mail, e-mail attachment, post or fax. The receipt or non-receipt of any booking confirmation sent in addition shall equally have no bearing on the binding nature of the accommodation contract.

1.4. DT's position is exclusively that of an intermediary for the accommodation service booked.

1.5. Once the accommodation contract has been concluded, the alteration of bookings or the cancellation of the accommodation contract free of charge shall only be possible in agreement with the Host. Alterations or cancellations may not be made unilaterally by the guest or the clients and shall only be effective with express confirmation on the part of the Host.

2. Cancellation, no-shows, and credit card booking

2.1. a) For standard bookings, the hotel booking shall on principle be held open until 6:00 p.m. local time. In the event of non-arrival by 6:00 p.m. local time, the hotel shall cancel the booking free of charge. Thereafter there shall be no right to accommodation. Where the guest is delayed so that his arrival is only possible after 6:00 p.m. local time, the hotel must be notified directly by the booking party/guest of the delayed arrival and the expected time of arrival.

b) A guaranteed booking can only be made if paid by credit card. In this case the booking will be kept open by the hotel for the entire night. In the event of cancellation or a no-show, the hotel may invoice the accommodation costs in accordance with the calculation shown at 2.3 below, and may charge it to the credit card accordingly.

2.2. In so far as a guaranteed booking is made as set out at 2.1 b) above, in the event of a cancellation or a no-show, the Host shall only be entitled to payment for the agreed accommodation price inclusive of any board. Where the Host has successfully let the accommodation to some other party and has reduced his expenses, this shall be taken into consideration with regard to any claim the Host shall make against the guest.

2.3. In accordance with the legal ruling on recognised percentage rates for the calculation of saved expenses, the guest and/or the client shall pay the following percentages to the accommodation provider, in each case based on the total price of the accommodation services (inclusive of all incidental costs), but net of any public levies such as tourist tax or visitor tax:
For holiday apartments/accommodation without board: 90%
For accommodation/breakfast: 80%
For half-board: 70%
For full-board: 60%

2.4. The guest and/or client expressly retains the right to provide to the Host that the expenses which the latter has saved are higher than the deductions mentioned above and/or that the Host has been able to offer the accommodation services to some other party. In the event that such proof is furnished, the guest and/or client shall only be required to pay a correspondingly lower amount.

2.5. It is urgently recommended that a travel cancellation insurance policy be concluded.

2.6. Cancellations may only be made as follows: Cancellations must be sent directly to DT on working days (except Saturdays) between the hours of 8:00 a.m. and 4:30 p.m., and Fridays between 8:00 a.m. and 3:00 p.m. Outside these hours, cancellations must be sent directly to the Host.

3. Rates, services

3.1. The rates stated in the brochure are final rates and include all incidental costs unless otherwise stated. They apply per room.

3.2. The services which the Host is required to provide are solely those specified in the booking confirmation in conjunction with the valid brochure, as well as any additional services which may have been agreed with the guest/client. It is expressly recommended that the guest/client obtain details of any additional agreements in writing.

4. Payment

4.1. The entire price of the stay, inclusive of all incidental costs, shall be due and payable on the day of departure unless otherwise agreed. The Host and/or DT as the former's representative may demand a down payment for the accommodation or advance payment in full where this has been agreed accordingly with the guest/client.

4.2. Where the guest or client is in arrears with the agreed down payments, the Host and/or DT as the representative of the former may, after sending a reminder and allowing a suitable period of grace, withdraw from the contract and charge the costs as specified at 3.2 above to the guest/client.

4.3. In so far as the credit card data of the guest/client are collected by DT, the sum in question shall not be debited by DT. The latter shall pass on the data to the Host. For bookings as specified at 2.3 b) above, in the event of cancellation of the accommodation contract or failure to make full payment in accordance with the Host's due demands, the latter shall be entitled to charge the outstanding amounts to the guest's/client's credit card.

5. Limitation of liability

5.1. The Host's liability arising under Section 536a of the Federal Civil Code (BGB) out of the accommodation contract for losses that do not result in injury to life, limb or health is

excluded where such losses were not incurred as a result of malicious intent or gross negligence on the part of the Host or one of his legal representatives or vicarious agents.

5.2. This shall not affect the Host's liability for items brought in by the guest as set out in Section 701 et seq. of the Federal Civil Code (BGB).

5.3. The Host shall not be liable for any interruption to services that were merely arranged for the guest/client during his stay and are recognisably third-party services (e.g. sport events, theatre shows, exhibitions, etc.). The same shall apply to third-party services the provision of which was arranged at the time that the accommodation was booked, provided that these were expressly identified as third-party services in the description and/or the booking confirmation.

6. Complaints (deficient performance of Host services)

6.1. Should complaints arise, the guest shall be obligated to notify the Host without delay and to demand a remedy. Where DT is contacted in this connection, it will also endeavour to remedy any such complaints. It is not, however, obliged to do so and even if the guest makes a complaint to DT, this shall not relieve him of the obligation to notify the Host directly of his complaint.

6.2. Where the guest culpably fails to provide such notification, any claims the guest may have against the Host shall be wholly or partly invalidated.

7. Statute of limitations

7.1. Contractual claims of the guest/client against the Host arising out of the accommodation contract and/or against DT arising out of the mediation contract relating to injury to life, limb or health, inclusive of contractual claims for compensation incurred through negligent breach of obligations or the malicious or negligent breach of obligations on the part of their legal representatives or vicarious agents, shall be subject to a statute of limitations of three years. This shall also apply to claims for compensation of other losses incurred through the malicious or grossly negligent breach of obligations by the Host and/or DT or the malicious or grossly negligent breach of obligations of their legal representatives or vicarious agents.

7.2. All other contractual claims shall be subject to a statute of limitations of one year. Where the last day of the period falls on a Sunday, on a local state-recognised holiday, or on a Saturday, the final day of the period shall be the following working day.

7.3. The statute of limitations as set out in the foregoing provisions shall commence at the end of the year in which the claim was incurred and the guest/client becomes cognisant of or must have without gross negligence become cognisant of circumstances indicating the culpability of the Host and/or DT.

7.4. Where negotiations on any claims asserted or on the circumstances on which the claim is based are ongoing between the guest and the Host and/or DT, the statute of limitations shall be suspended until such time as the guest or the Host and/or DT shall reject the continuation of the negotiations. The aforementioned statute of limitations of one year shall enter into effect at the earliest 3 months after the end of the suspension.

8. Choice of law and place of jurisdiction

8.1. The guest may only take legal action against the Host and DT in the place where they have their registered office.

8.2. The entire legal and contractual relationship between DT and guests who are not generally domiciled in or have their registered office in Germany shall be exclusively governed by German law.

8.3. With regard to legal action by the Host and/or DT against the guest, the domicile of the guest shall apply save where the legal action is directed against registered traders, a legal entity under public or private law, or individuals whose domicile or usual residence is unknown at the time that the action is brought. In such cases the place of jurisdiction shall be there where the registered office of the Host and/or DT is located.

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Intermediary:

Düsseldorf Tourismus GmbH

Benrather Straße 9, 40213 Düsseldorf, Germany;

Düsseldorf District Court, HRB 40263;

Managing Directors: Frank Schrader, Ole Friedrich,

Hans-Jürgen Rang

T +49 211 17 202-0, F +49 211 17 202-32 30,

info@visitduesseldorf.de

Dear Client,

Please carefully read the following Travel Terms & Conditions. In addition to the statutory regulations, insofar as they have been effectively agreed in accordance with statutory regulations, these Travel Terms & Conditions shall become an integral part of the contract concluded between you – hereinafter: “Customer” – and Düsseldorf Tourismus – hereinafter: “Organiser”

1. Scope of Application of these Travel Terms and Conditions

1.1. Insofar as these Travel Terms and Conditions are effectively included in the concluded travel contract, they shall apply to the Organiser's package deals in the sense of the statutory regulations of Sections 651 a–y of the German Civil Code (BGB) (travel contract).

1.2. These Travel Terms and Conditions shall also particularly apply to the following offers, where the Organiser is the Customer's responsible contracting partner:

- Boat trip to the Japan Day's firework display
- Boat trip to the firework display of the big funfair on the Rhine
- offers in whose advertisement an explicit reference is made to the regulation in this point.

In the following, contracts in the sense of point 1.1 and 1.2 are designated as “travel contract”.

1.3. These Travel Terms and Conditions shall not apply to package deals which feature trade fair passes. Separate conditions (Travel Terms and Conditions for Trade Fair Packages of Düsseldorf Tourismus GmbH) shall apply to such package deals.

1.4. These Travel Terms and Conditions shall also not apply to offers which the Organiser exclusively arranges and which are not an integral part of the Organiser's package deals. The regulation in Section 651 b, sub-section 1 of the German Civil Code (BGB) shall remain unaffected by this. Such offers which have only been arranged are, for instance:

1.4.1 Offers of local companies and service providers

- “HopOn HopOff CityTour”
- “Düsseldorf Safari”
- “Alt Beer Safari”
- “Düsseldorf Salmon Expedition”
- “MERKUR SPIEL ARENA Tour”
- “Segway Tours”
- “Hotrod Tours”

1.4.2 Transport services with trains, buses and boats, particularly those offered by Köln-Düsseldorfer Schifffahrtsgesellschaft and other transport companies.

1.4.3 Arranging trade fair passes

1.4.4 Guest guided tours which are offered by the Organiser under its own responsibility and which are not part of a travel package deal of the Organiser.

2. Conclusion of Travel Contract / obligation for accompanying travellers

2.1. The following shall apply to all types of booking (for instance directly from the Organiser, by telephone, etc.):

a) Bookings shall be made on the basis of the travel description and the supplementary information provided by the Organiser for the respective journey, insofar as this is available to the Customer when booking.

b) The Customer shall be responsible for all contractual obligations of travellers for whom he makes a booking as well as his own bookings, insofar as he has assumed this obligation through an explicit and separate declaration.

c) If the content of the Organiser's declaration differs from the booking content, this shall constitute a new offer by the Organiser which shall remain binding for ten days. The contract shall be concluded on the basis of this new offer if the Organiser has drawn attention to the change regarding the new offer and has fulfilled its pre-contractual information obligations and the Customer has signalled his acceptance to the Organiser through an explicit declaration or payment within the commitment period.

d) The pre-contractual information provided by the Organiser regarding important characteristics of the travel services, the travel price and all additional costs, payment modalities, minimum number of participants and fixed cancellation fees (pursuant to Art. 250, Section 2, no. 1.3 to 5 and the introductory Act to the German Civil Code (EGBGB)) shall then not be part of the travel package contract insofar as this has been explicitly agreed between the parties.

2.2. The following shall apply to bookings made verbally, by telephone, in writing, by text message, email or fax:

a) By booking (travel registration) the Customer makes a binding offer to the Organiser for concluding the travel package contract.

b) The contract shall be concluded when the Organiser's travel confirmation is received. Upon conclusion of the contract or immediately after, the Organiser shall send a travel confirmation in accordance with statutory regulations on a permanent data carrier to the Customer (which enables the Customer to store or save the declaration in unaltered form so that this is available for an appropriate period of time, for instance on paper or by email), insofar as the Customer does not have the right to a travel confirmation pursuant to Art. 250, Section 6, sub-section 1, sentence 2 of the Introductory Act to the German Civil Code (EGBGB)), because the contract is concluded during the simultaneous presence of both parties or outside the business premises.

2.3. For bookings made using electronic commerce (for instance Internet, app) the following shall apply to the contract conclusion:

a) The online booking procedure is explained to the Customer in the appropriate application.

b) An appropriate correction tool shall be available for the Customer to correct or delete entries or reset the entire booking form, and instructions shall be provided on how to use this.

c) The contract languages available for electronic booking are stipulated.

d) If the contract text is stored by the Organiser, the Customer is informed and instructed on the option of subsequently accessing the contract text.

e) By clicking the button “zahlungspflichtig buchen” (book with payment obligation) or with a similar formulation, the Customer bindingly offers the Organiser the conclusion of the travel package contract.

f) The Customer immediately receives an electronic confirmation that the travel booking has been received. (Confirmation of receipt).

g) By pressing the button for the travel registration, the Customer does not have any right to the conclusion of a contract.

h) The contract is concluded when the Customer receives the Organiser's travel booking confirmation on a permanent data carrier. If the travel booking confirmation is displayed on the screen immediately after the booking was confirmed by clicking the button “zahlungspflichtig buchen” (book with payment obligation), the travel package contract shall be concluded when this travel confirmation is displayed. In this case no preliminary notification regarding receipt of the booking in accordance with f) above shall be required if the Customer has the possibility of storing the travel booking confirmation on a permanent data carrier and printing it out. However, the travel package contract shall be binding regardless of whether the Customer uses this option of storing or printing the confirmation.

2.4. The Organiser hereby points out that according to statutory regulations, for travel package contracts pursuant to Section 651a and Section 651c of the German Civil Code (BGB) which were concluded through long-distance transactions, there is no right of rescission but merely the statutory cancellation and termination rights, particularly the termination right pursuant to Section 651 h of the German Civil Code (BGB). However, there shall be a right of rescission if the contract for travel services pursuant to Section 651 a of the German Civil Code (BGB) was concluded outside business premises, unless the verbal negotiations which the conclusion of the contract is based on were conducted with regard to the traveller's previous order; in the latter case there shall be no right of rescission.

3. Payment modalities and provision of travel documents

3.1. After the contract is concluded a payment of 20% of the travel price plus costs for travel insurance that has been taken out shall be immediately due. The remaining payment shall be due two weeks before commencing the journey.

3.2. Payments are only possible through bank transfer, PayPal or credit card payment. If the Organiser offers another free or standard type of payment as an alternative, DT may charge a processing fee equivalent to 1% of the invoice amount for credit card payments.

3.3. The Organiser may request payments or downpayments on the travel price - in particular in accordance with points 3.1. and 3.2. - only if an effective insolvency protection is available and the secured payment certificate with the name and contact data of the insurer of the Customer's money has been presented to the Customer in a clear, comprehensible and emphasised way. To secure the Customer's money the Organiser has taken out an insolvency insurance with R+V Allgemeine Versicherung AG to cover the travel guarantor.

3.4. After complete receipt of payment the travel documents shall be sent by post to the address stipulated in the booking or by email. If delivery by post or email is not possible, the travel documents shall be deposited at a place that must be individually agreed.

3.6. As a matter of principle documents shall only be sent abroad if this was explicitly agreed between the Customer and the Organiser. Otherwise the travel documents shall be deposited for the Customer at a place that must be individually agreed.

4. Changes in services

4.1. Deviations of important characteristics of the travel services from the agreed content of the travel package contract, which became necessary after conclusion of the contract and were not implemented in bad faith by the Organiser, shall be allowed before commencement of the journey, insofar as these deviations are insignificant and do not affect the overall character of the journey.

4.2. The Organiser is obligated to notify the Customer regarding the changes in services immediately after becoming aware of the reason for change: this notification must be made in a clear, comprehensible and emphasised way on a permanent data carrier (for instance also email, text message or voice message).

4.3. In the case of a fundamental change of an important characteristic of a travel service or deviation from specific requirements of the Customer which became an integral part of the travel package contract - within an appropriate deadline which the Organiser must set at the same time as making the notification - the Customer shall be entitled to either accept the change or withdraw from the contract or request participation in an alternative trip if the Organiser has offered such a trip.

The Customer may choose whether or not to respond to the Organiser's notification. If the Customer responds to the Organiser, he may either agree to the contract change, request participation in an alternative trip offered to him or withdraw from the contract without any costs. If the Customer does not respond to the Organiser or does not do so within the stipulated deadline, the notified change shall be deemed as accepted. The Customer must be notified of this in the declaration in accordance with point 5.2. in a clear, comprehensive and emphasised way.

4.4. If the changes or the alternative trip involves a reduction of quality in comparison to the originally booked trip or reduced costs for the Organiser, the Customer shall have the right to an appropriate price reduction.

5. Customer cancellation / travel cancellation costs

5.1. The Customer may cancel the travel contract at any time before the travel date. The Customer is recommended to make his cancellation on a permanent data carrier. The decisive criterion for the Customer's cancellation, shall be that it is received by the Organiser or its travel agency.

5.2. If the Customer cancels the travel contract or does not go on the trip, the Organiser shall lose its right to the travel price. However, the Organiser may request appropriate compensation if it is not responsible for the cancellation or if unusual circumstances occur at the place of destination or in its immediate vicinity which severely affect the implementation of the package trip or the transportation of persons at the place of destination. Circumstances shall be deemed unavoidable and unusual if they are not within the control of the Organiser and their consequences could also not have been avoided if all reasonable measures had been taken.

5.3. The Organiser shall enforce fixed cost compensation for travel cancellation in accordance with point 5.4. Here the period between receipt of the cancellation and the agreed beginning of the trip, the type of trip, the respective place of destination and the expected savings on expenses and the expected earnings through using the travel services elsewhere.

5.4. The compensation in accordance with point 5.3. shall be calculated at the time of receiving the cancellation as follows:

5.4.1. Up to the 31st day before the travel date 10% of the travel price.

5.4.2. From the 30th to the 21st day before the travel date 20% of the travel price.

5.4.3. From the 20th to the 12th day before the travel date 30% of the travel price.

5.4.4. From the 11th to the 3rd day before the travel date 70% of the travel price.

5.4.5. From the 3rd day before the travel date or if no use is made of the travel package 90% of the travel price.

5.5. If the Organiser asserts a flat rate compensation in accordance with point 5.3. and 5.4., the Customer shall nevertheless be entitled to prove to the Organiser that less or even no damage has been incurred.

5.6. The Organiser reserves the right, instead of the flat rates stipulated in 6.3., to request higher, individually calculated compensation insofar as it proves that it has incurred considerably higher expenses than the respective applicable flat rates. In this case the Organiser shall be obligated to specifically quantify and prove the requested compensation, taking into account the saved expenses and any possible other use of the travel services.

5.7. The Customer is recommended to take out a travel cancellation insurance and insurance covering the return costs in case of accident or illness.

6. Booking change / replacement authorisation

6.1. If the Customer requests a booking change after conclusion of the travel contract, which can include changes to the travel date, accommodation, type of board or any other services, as a matter of principle the Customer shall have no legal right to such a booking change being implemented.

6.2. If a booking change is possible, the Organiser shall be entitled to charge a booking change fee of EUR 30.00 up to the 44th day before the travel date. Later booking changes shall only be possible through cancellation of the existing travel contract and a new booking. Here the provisions of point 5 shall apply. The above-mentioned cost regulations shall not apply if a request for a booking change only causes limited costs in relation to the agreed travel price or the booking change is caused by missing, insufficient or incorrect pre-contractual information vis-à-vis the Customer, pursuant to Art. 250, Section 3 of the Introductory Act to the German Civil Code (EGBGB).

6.3. Pursuant to Section 651 e of the German Civil Code (BGB), through notification in good time on a permanent data carrier the Customer may request that the Organiser allows a third party to assume the rights and obligations based on the travel package contract instead of the Customer. Such a notification shall in any case be deemed in good time if the Organiser receives it 7 days before the travel date. Pursuant to Section 651 e of the German Civil Code (BGB), the original and new traveller shall be liable as joint and several debtors for the travel price and the additional costs incurred through the change of person using the travel service.

7. Unused services

If the Customer fails to use individual services which the Organiser was willing and able to provide in accordance with the contract, due to reasons which the traveller is responsible for, the Customer shall not have any right to partial reimbursement of the travel price, insofar as such reasons would not have entitled the Customer to cancellation without charges or to terminate the travel package contract in accordance with statutory regulations. Upon request by the Customer, the Organiser shall try to reimburse the expenses saved by the service providers, unless these expenses are completely insignificant.

8. Termination and cancellation by the Organiser

8.1. The Organiser shall also be entitled to terminate the travel contract without notice after the travel date for an important reason. An important reason shall in particular be if the Customer, despite warning, continually disturbs or violates the contract to such an extent that further participation for the Organiser or traveller is no longer reasonable. This shall also apply if the Customer does not follow objectively justified instructions. A warning in the sense of clause 2 shall be unnecessary for the Organiser if the Customer seriously disturbs the trip. This shall particularly apply in the case of crimes against the Organiser's employees, against service providers or their employees as well as against other travel guests. In the case of termination, the Organiser shall still be entitled to the travel price unless there are saved expenses and benefits from other use of the travel service(s). Otherwise claims for compensation for damage shall be unaffected.

8.2. If the Customer fails to pay the whole travel price or part of it despite an appropriate new deadline being set, the Organiser shall be entitled to cancel the travel package contract and also request compensation through appropriate application of point 5.3 to 5.4. of these conditions.

9. Traveller's cooperation obligations

9.1. Travel documents

The Customer must notify the Organiser or its travel agent where he booked the package tour if he does not receive the necessary travel documents (for instance hotel voucher, if applicable trade fair pass, etc.) within the deadline notified by the Organiser. If the Customer fails to do so, this may be treated as contributory negligence on his part if the Organiser consequently assumes that since the travel documents were sent in good time, the Customer has received them.

9.2. Complaints /request for remedial action

If the trip is not spent without travel defects, the traveller may request remedial action. If the Organiser was unable to provide remedial action because of negligent failure to lodge a complaint, although he would have otherwise been willing and able to do so, the traveller shall neither be able to assert claims for price reduction pursuant to Section 651m of the German Civil Code (BGB) nor claims for compensation for damage pursuant to Section 651n of the German Civil Code (BGB) for the consequent continuation of defects.

The traveller must immediately lodge his complaint to the Organiser via the contact point of the Organiser or its local representative indicated to him in the travel documents. However, the traveller may also lodge his complaint with the travel agent where he booked the trip. A complaint lodged with the service provider, in particular the accommodation company or the transport company shall not be sufficient.

9.3. Setting a deadline before termination

If a Customer / traveller wants to terminate the travel package contract pursuant to Section 651 l of the German Civil Code (BGB) because of a travel defect of the type stipulated in Section 651 i, sub-section 2 of the German Civil Code (BGB), insofar as this defect is considerable, prior to this he must set the Organiser an appropriate deadline for taking remedial action. This shall not apply if the Organiser refuses to take remedial action or if immediate remedial action is necessary.

10. Limitation of liability

10.1. The Organiser's contractual liability for damage, which does not involve damage to life and limb or health and has not been caused culpably, shall be limited to three times the travel price. Claims which possibly exceed this in accordance with international agreements or those based on statutory regulations shall remain unaffected by this limitation.

10.2. The Organiser shall not be liable for impaired performance, personal or material damage in connection with services which are only mediated as third-party services if these services were so clearly designated as third-party services in the travel offer and travel confirmation and with the identity and address of the mediating contractual partner as third-party services that the traveller can recognise that they are not an integral part of the Organiser's package tour and that they were separately chosen. Section 651 b, 651 c, 651 w and 651 y of the German Civil Code (BGB) shall remain unaffected by this. However, the Organiser shall be liable if and insofar the violation of the Organiser's notification, explanation or organisational obligations caused damage to the Customer.

11. Assertion of claims: Addressee; information on consumer dispute resolution/choice of law/court of jurisdiction

11.1. The Customer shall assert any claims, based on failure to render travel services as contractually agreed, vis-à-vis the Organiser Düsseldorf Tourismus GmbH, Benrather Straße 9, 40213 Düsseldorf Out-of-court assertion of claims may also be made via the travel agent if the package tour was booked via this travel agent. Assertion on a permanent data carrier is recommended.

11.2. The service providers' employees shall not be authorised to accept notifications of claims. They shall also not be authorised to recognise claims on behalf of the Organiser.

11.3. With regard to the law on consumer dispute resolution, the Organiser points out that it shall not participate in a voluntary consumer dispute resolution. Insofar as dispute resolution became an obligation for the Organiser after these travel conditions were printed, the Organiser shall notify the Customer about this in a suitable way. For all travel contracts which were concluded through electronic legal transactions the Organiser points out the European online dispute resolution platform (<http://ec.europa.eu/consumers/odr>).

11.4. For Customers who are not a citizen of a Member State of the European Union or a Swiss citizen, German law shall be agreed for the entire legal and contractual relationship between the Customer and the Organiser. These Customers may exclusively take legal action against the Organiser at the place of its registered office.

11.5. In the case of lawsuits of the Organiser against Customers, respectively contracting partners of the travel package contract, who are businesspeople, legal persons under public or private law, or persons whose domicile or main residence is abroad or whose domicile or main residence is unknown at the time of the lawsuit, the place of the registered office of the Organiser - Düsseldorf - shall be the court of jurisdiction.

Travel organiser:

Düsseldorf Tourismus GmbH
Benrather Straße 9
40213 Düsseldorf

Düsseldorf District Court, Commercial Register B 40263
Managing Directors: Frank Schrader, Ole Friedrich,
Hans-Jürgen Rang

T +49 211 17 202-0
F +49 211 17 202-32 30
info@duesseldorf-tourismus.de

Düsseldorf Tourismus GmbH

Terms and Conditions for the Sourcing of Tourism Services and for Guided Tours

Dear Client,

Please read the following Terms and Conditions carefully. Complementing the statutory requirements, these Terms and Conditions, insofar as they have been agreed with binding legal effect, form an integral part of the contract concluded between you (hereinafter "the Client") and Düsseldorf Marketing & Tourism (hereinafter "DT"). Section A sets out the terms for the sourcing of third-party services by DT, Section B the terms for guided tours offered by DT itself. Section C sets out general terms relating to choice of law and the applicable place of jurisdiction.

Section A Sourcing of tourism services

1. Scope of application of the terms set out in Sections A and C

1.1 Insofar as DT acts in compliance with statutory requirements as an agent for tourism services from third parties (hereinafter "Partners"), these agency terms shall apply where they have been agreed with the Client with binding legal effect.

1.2 These agency terms therefore apply to services that are solely sourced by DT and do not form part of DT's package offerings. Such solely sourced services include:

- 1.2.1** Services from local entrepreneurs and service providers
- "HopOn HopOff City Tour"
 - "Düsseldorf Safari"
 - "Altbier Safari"
 - "ESPRIT-Arena guided tour"
 - "Photo shoot"
 - "Personal Shopping"
 - "Coffee and Cake, 172 metres up"

1.2.2 Transport services by rail, bus and ship and, in particular, Köln-Düsseldorfer Schifffahrtsgesellschaft and other transport companies.

1.3 DT's services shall be limited to the sourcing of tourism products or services selected by the Client and shall end with transmission of the travel confirmation and any other confirmation documentation necessary for the successful conclusion of the contract with the Partner.

1.4 The contract for the tourism products and services selected by the Client shall be concluded between the corresponding provider (such as a hotelier, car hire business or travel agency) and the Client. DT is not a contracting party in this contractual relationship. The contractual relationship between the Client and the Partner shall be subject to the given statutory requirements and, where agreed with binding legal effect and if so foreseen on the basis of statutory requirement, by the Partner's Terms and Conditions of Business and Terms and Conditions of Transport.

1.5 These agency terms shall not apply:

- 1.5.1** if the tourism services specified at Nos. 1.1. and 1.2. provided by DT are integrated with other tourism services into a package. In such cases, packages will be subject to Düsseldorf Tourismus GmbH's Terms and Conditions for Travel Services;
- 1.5.2** if and insofar as mandatory provisions of EU law or international treaties shall contain more favourable terms for the Client;
- 1.5.3** if DT sources accommodation;
- 1.5.4** if DT sources admission tickets.

With regard to No. 1.5.3., where this has been agreed with binding legal effect, the DT's Terms and Conditions for Guest Lodging and Sourcing for Accommodation Services shall apply; in the case of No. 1.5.4., where this has been agreed with binding legal effect, DT's General Terms and Conditions for the Sourcing of Admission Tickets shall apply.

2. Booking, conclusion of contract, contract wording

2.1 In making a booking enquiry, the Client invites the Partner to enter into a binding contract for tourism services. The basis of such a contract shall be the service descriptions issued by the Partner.

2.2 The contract between DT and the Client shall be effected as an agency agreement when the Client issues an agency instruction to DT. No special form is required.

2.3 Where the Client issues the instruction by electronic means (e.g. by telefax, e-mail or Internet) DT will immediately send electronic confirmation of its receipt of that instruction. This confirmation complies with a statutory obligation and does not represent DT's acceptance of the agency instruction.

2.4 The wording and scope of the agency instruction setting out mutual rights and obligations for the Client and DT shall be based on the given agreements reached between the two parties save where other compelling statutory requirements do not apply. These agency provisions and the statutory provisions of Sections 675 and 631 ff. of the German Federal Civil Code (BGB) shall be complementary. The contract shall be effected with the Client's receipt of the booking confirmation. This does not require any special form so that oral and telephone confirmations shall also be legally binding on the Client. Once a travel contract has been concluded, on conclusion of the contract or immediately thereafter the Client will receive a separate booking confirmation from the tour operator. Where the booking enquiry is made by electronic means, the Client will immediately receive electronic confirmation that this enquiry has been received.

3. Remuneration, debt collection, reimbursement of expenses

3.1 DT's agency activities are free of charge for the Client save where something else has been expressly agreed. However, DT may demand reimbursement for expenses incurred as a result of its agency activity, provided that this has been agreed or where DT deems that the circumstances warrant such reimbursement.

3.2 DT is the Partner's authorised debt collector. The total cost of the sourced services is to be paid to DT once the booking confirmation has been issued. Where the sourced service is a package tour, payment shall fall due with the handover of a tour operator bond (Sicherheitsschein) by the sourced Partner in compliance with Section 651k of the German Federal Civil Code (BGB).

3.3 The right to full advance payment is based on DT's independent right to the reimbursement of expenses in accordance with Section 670 of the German Federal Civil Code (BGB) in relation to payments made or to be made to the service provider. Cancellation cost payments made or to be made to the service provider shall also be covered by DT's right to the reimbursement of expenses.

4. Liability of DT with regard to sourcing tourism services and providing information

4.1 On the basis of the agency agreement, DT shall be responsible for the careful processing and transmission of the Partner's offers and for the transmission of bookings to the Partner.

4.2 DT shall not be liable for the conclusion of a contract with the Partner, for the details provided by the Partner with regard to the scope and content of the sourced services, for the Partner's price information, for defects in the services provided, or for any personal or material damage resulting from such defects save where DT has expressly agreed with the Client to assume liability for the sourced service. DT's own liability arising out of culpable violation of its agency obligations shall remain unaffected.

4.3 With regard to the mere provision of advice and information, DT shall be liable within the scope of the law and the contractual provisions for the correct choice of its source of information, and correct transmission to the Client. In accordance with Section 675, paragraph 2 of the German Federal Civil Code (BGB) DT shall not be liable for the correctness of information it provides save where a specific information agreement has been concluded.

4.4 DT's liability shall be limited to intent and gross negligence save where injury is caused to the life, limb, freedom or health of the Client, or where damage is caused by DT's violation of major contractual obligations.

Section B Guided Tours

5. Scope of application of the terms set out in Sections B and C

5.1 Where DT offers guided tours itself in accordance with statutory requirements, the terms set out in this and the following section shall apply where they have been agreed with the Client with binding legal effect.

5.2 With regard to guided tours, DT is the Client's direct contractual partner on the basis of individual agreements relating to guided tours, these Terms and Conditions and, in an ancillary capacity, the statutory provisions of Section 611 ff. of the German Federal Civil Code (BGB) in relation to service agreements save where some other arrangement has been expressly agreed individually.

5.3 Where the guided tours offered by DT are integrated into a package with other tourism services, these terms shall not apply but rather the "Düsseldorf Tourismus GmbH Terms and Conditions for Travel Services".

6. Prices/payment terms/refunds

6.1 The prices advertised by DT for the respective guided tour shall apply save where the parties have agreed some other arrangement. Admission fees, catering costs, spa taxes, tourist taxes and transport costs for public and private means of transport, city maps, brochures and museum guidebooks are only included in the agreed price where they are expressly stipulated as forming part of the guided tour services or have been additionally agreed. The same shall apply to costs for guided tours within such places of interest as are visited within the scope of guided tours.

6.2 The costs of the guided tour inclusive of all additional services shall be payable in advance on receipt of the booking confirmation, by bank transfer to the bank account specified by DT in the booking confirmation save where some other individual arrangement has been expressly agreed.

Payment with vouchers shall only be possible where such vouchers are issued by DT or their issue by some third party has been expressly agreed with DT and the vouchers are valid for the respective guided tour.

6.3 The Client shall only be entitled to receive the services from DT in accordance with No. 5 of these Terms and Conditions where it has made the advance payment in full or some later payment has been expressly agreed or where it has some statutory or contractual right to retention.

6.4 The Client shall have no right to any refund of payments already made if, for reasons for which the tour guide or DT are not responsible, it fails to avail or only partially avails of the agreed services although the tour guide is willing and able to provide the service.

6.5 In the case where the Client delays availing of the service, DT's right to the agreed remuneration shall remain unaffected and the Client shall have no right to take the guided tour at some later date. DT must however allow saved expenses to be offset against the remuneration as well as any remuneration that it has obtained through the alternative use of the agreed services or has maliciously failed to obtain.

7. Services/tour guides/liability of DT

7.1 The Client is obliged to punctually honour the agreed guided tour times. Should it be delayed, it is obliged to notify DT or the tour guide at latest by the time of the agreed start of the guided tour, and it shall specify its expected time of delayed arrival. The tour guide may, in the name of DT, refuse to start the guided tour at a later time where such postponement is objectively impossible or unreasonable, particularly where subsequent guided tours cannot be conducted on time or the tour guide cannot honour other compelling business or private appointments. Delays of over 30 minutes shall in general give DT – or the tour guide, in the name of DT – the right to cancel the guided tour.

7.2 Details about the duration of guided tours are approximate.

7.3 There is no obligation for a specific tour guide to conduct the guided tour save where something else has been expressly agreed. Where it has been agreed that the guided tour will be conducted by a designated individual, in the event that this individual is prevented on compelling grounds from doing so (in particular owing to illness), DT shall have the right to replace that individual with another suitable and qualified tour guide.

7.4 DT's liability shall be limited to intent and gross negligence save where damage is caused to the life, limb, freedom or health of the Client, or where the damage is caused by DT's violation of major contractual obligations.

Section C General

8. Choice of law and agreement on place of jurisdiction

8.1 Insofar as the Client has its residence or registered office outside the European Union and/or Switzerland, the entire legal and contractual relationship between the Client and DT shall be solely governed by German law.

8.2 Where the Client is a merchant, legal person under civil or public law, or has its main residence or usual place of residence abroad, or where its main residence or its usual place of residence are not known at the time an action is brought, it is agreed that the place of jurisdiction for legal proceedings by DT against the Client shall be the place in which DT has its registered office.

Düsseldorf Tourismus GmbH
Benrather Straße 9
40213 Düsseldorf

AG Düsseldorf, HRB 40263
Managing Directors: Frank Schrader, Ole Friedrich,
Hans-Jürgen Rang
T +49 211 17 202-0
F +49 211 17 202-32 30
info@visitduesseldorf.de

Dear Customer,

Please carefully read the following Terms and Conditions of travel for trade fair packages. Insofar as they are effectively included, these conditions shall become an integral part of the contract which you – hereinafter referred to as “the Customer” – conclude with Düsseldorf Tourismus GmbH, hereinafter abbreviated to “Organiser”.

1. Scope of Application of these Travel Terms and Conditions

1.1. Insofar as they are effectively agreed, these Travel Terms and Conditions shall apply to the trade fair package deals of the Organiser, i.e. service packages with hotel accommodation, trade fair pass and any other services such as rail transport. They shall not apply to other package deals of DT.

1.2. Based on the following provisions, these Terms and Conditions shall apply both to private individuals and business travellers as well as to companies, groups and other organisations and institutions.

2. Conclusion of Travel Contract / obligation for accompanying travellers

2.1. The following shall apply to all types of booking (for instance directly from the Organiser, by telephone, online, etc.):

a) Bookings shall be made on the basis of the travel description and the supplementary information provided by the Organiser for the respective journey, insofar as this is available to the Customer when booking.

b) The Customer shall be responsible for all contractual obligations of travellers for whom he makes a booking as well as his own bookings, insofar as he has assumed this obligation through an explicit and separate declaration.

c) If the content of the Organiser's declaration differs from the booking content, this shall constitute a new offer by the Organiser which shall remain binding for ten days. The contract shall be concluded on the basis of this new offer if the Organiser has drawn attention to the change regarding the new offer and has fulfilled its pre-contractual information obligations and the Customer has signalled his acceptance to the Organiser through an explicit declaration or payment within the commitment period.

d) The pre-contractual information provided by the Organiser regarding important characteristics of the travel services, the travel price and all additional costs, payment modalities, minimum number of participants and fixed cancellation fees (pursuant to Art. 250, Section 2, no. 1.3 to 5 and the Introductory Act to the German Civil Code (EGBGB)) shall then not be part of the travel package contract insofar as this has been explicitly agreed between the parties.

2.2. The following shall apply to bookings made verbally, by telephone, in writing, by text message, email or fax:

a) By booking (travel registration) the Customer makes a binding offer to the Organiser for concluding the travel package contract.

b) The contract shall be concluded when the Organiser's travel confirmation is received. Upon conclusion of the contract or immediately after, the Organiser shall send a travel confirmation in accordance with statutory regulations on a permanent data carrier to the Customer (which enables the Customer to store or save the declaration in unaltered form so that this is available for an appropriate period of time, for instance on paper or by email), insofar as the Customer does not have the right to a travel confirmation pursuant to Art. 250, Section 6, sub-section 1, sentence 2 of the Introductory Act to the German Civil Code (EGBGB)), because the contract is concluded during the simultaneous presence of both parties or outside the business premises.

2.3. For bookings made using electronic commerce (for instance Internet, app) the following shall apply to the contract conclusion:

a) The online booking procedure is explained to the Customer in the appropriate application.

b) An appropriate correction tool shall be available for the Customer to correct or delete entries or reset the entire booking form, and instructions shall be provided on how to use this.

c) The contract languages available for electronic booking are stipulated.

d) If the contract text is stored by the Organiser, the Customer is informed and instructed on the option of subsequently accessing the contract text.

e) By clicking the button “zahlungspflichtig buchen” (book with payment obligation) or with a similar formulation, the Customer bindingly offers the Organiser the conclusion of the travel package contract.

f) The Customer immediately receives an electronic confirmation that the travel booking has been received. (Confirmation of receipt).

g) By pressing the button for the travel registration, the Customer does not have any right to the conclusion of a contract.

h) The contract is concluded when the Customer receives the Organiser's travel booking confirmation on a permanent data carrier. If the travel booking confirmation is directly displayed on the screen immediately after the booking was confirmed by clicking the button “zahlungspflichtig buchen” (book with payment obligation), the travel package contract shall be concluded when this travel confirmation is displayed. In this case no preliminary notification regarding receipt of the booking in accordance with f) above shall be required if the Customer has the possibility of storing the travel booking confirmation on a permanent data carrier and printing it out. However, the travel package contract shall be binding regardless of whether the Customer uses this option of storing or printing the confirmation.

2.4. The Organiser hereby points out that according to statutory regulations, for travel package contracts pursuant to Section 651a and Section 651c of the German Civil Code (BGB) which were concluded through long-distance transactions, there is no right of rescission but merely the statutory cancellation and termination rights, particularly the termination right pursuant to Section 651 h of the German Civil Code (BGB). However, there shall be a right of rescission if the contract for travel services pursuant to Section 651 a of the German Civil Code (BGB) was concluded outside business premises, unless the verbal negotiations which the conclusion of the contract is based on were conducted with regard to the traveller's previous order; in the latter case there shall be no right of rescission.

3. Payment modalities and provision of travel documents

3.1. After the contract is concluded a payment of 20% of the travel price plus costs for travel insurance that has been taken out shall be immediately due. The remaining payment shall be due four weeks before commencing the journey.

3.2. Payments are only possible through bank transfer, PayPal or credit card payment. If the Organiser offers another free or standard type of payment as an alternative, DT may charge a processing fee equivalent to 1% of the invoice amount for credit card payments.

3.3. The Organiser may request payments or downpayments on the travel price - in particular in accordance with points 3.1. and 3.2. - only if an effective insolvency protection is available and the secured payment certificate with the name and contact data of the insurer of the Customer's money has been presented to the Customer in a clear, comprehensible and emphasised way. To secure the Customer's money the Organiser has taken out an insolvency insurance with R+V Allgemeine Versicherung AG to cover the travel guarantor.

3.4. After complete payment the travel documents shall be sent by post to the address stipulated in the booking or by email. If delivery by post or email is not possible, the travel documents shall be deposited at a place that must be individually agreed.

3.5. As a matter of principle documents shall only be sent abroad if this was explicitly agreed between the Customer and the Organiser. Otherwise the travel documents shall be deposited for the Customer at a place that must be individually agreed.

4. Changes in services

4.1. Deviations of important characteristics of the travel services from the agreed content of the travel package contract, which became necessary after conclusion of the contract and were not implemented in bad faith by the Organiser, shall be allowed before commencement of the journey, insofar as these deviations are insignificant and do not affect the overall character of the journey.

4.2. The Organiser is obligated to notify the Customer regarding the changes in services immediately after becoming aware of the reason for change: this notification must be made in a clear, comprehensible and emphasised way on a permanent data carrier (for instance also email, text message or voice message).

4.3. In the case of a fundamental change of an important characteristic of a travel service or deviation from specific requirements of the Customer which became an integral part of the travel package contract - within an appropriate deadline which the Organiser must set at the same time as making the notification - the Customer shall be entitled to either accept the change or withdraw from the contract or request participation in an alternative trip if the Organiser has offered such a trip.

The Customer may choose whether or not to respond to the Organiser's notification. If the Customer responds to the Organiser, he may either agree to the contract change, request participation in an alternative trip offered to him or withdraw from the contract without any costs. If the Customer does not respond to the Organiser or does not do so within the stipulated deadline, the notified change shall be deemed as accepted. The Customer must be notified of this in the declaration in accordance with point 4.2. in a clear, comprehensive and emphasised way.

4.4. If the changes or the alternative trip involves a reduction of quality in comparison to the originally booked trip or reduced costs for the Organiser, the Customer shall have the right to an appropriate price reduction.

5. Customer cancellation / travel cancellation costs

5.1. The Customer may cancel the travel contract at any time before the travel date. The Customer is recommended to make his cancellation on a permanent data carrier. The receipt of the cancellation by the Organiser or its travel agency shall be decisive.

5.2. If the Customer cancels the travel contract or does not go on the trip, the Organiser shall lose its right to the travel price. However, the Organiser may request appropriate compensation if it is not responsible for the cancellation or if unusual circumstances occur at the place of destination or in its immediate vicinity which severely affect the implementation of the package trip or the transportation of persons at the place of destination. Circumstances shall be deemed unavoidable and unusual if they are not within the control of the Organiser and their consequences could also not have been avoided if all reasonable measures had been taken.

5.3. The Organiser shall enforce fixed cost compensation for travel cancellation in accordance with point 5.4. Here the period between receipt of the cancellation and the agreed beginning of the trip, the type of trip, the respective place of destination and the expected savings on expenses and the expected earnings through using the travel services elsewhere.

5.4. The compensation in accordance with point 5.3. shall be calculated at the time of receiving the cancellation as follows:
5.4.1. Up to the 44th day before the travel date 20% of the travel price.

5.4.2. From the 43rd day to the 4th day before the travel date 80% of the travel price.

5.4.3. From the 3rd day before the travel date or if no use is made of the travel package 95% of the travel price.

5.5. If the Organiser asserts a flat rate compensation in accordance with point 5.3. and 5.4., the Customer shall nevertheless be entitled to prove to the Organiser that less or even no damage has been incurred.

5.6. The Organiser reserves the right, instead of the flat rates stipulated in 5.4., to request higher, individually calculated compensation insofar as it proves that it has incurred considerably higher expenses than the respective applicable flat rates. In this case the Organiser shall be obligated to specifically quantify and prove the requested compensation, taking into account the saved expenses and any possible other use of the travel services.

5.7. The Customer is strongly recommended to take out a travel cancellation insurance and insurance covering the return costs in case of accident or illness.

6. Booking change / replacement authorisation

6.1. If the Customer requests a booking change after conclusion of the travel contract, which can include changes to the travel date, accommodation, type of board or any other services, as a matter of principle the Customer shall have no legal right to such a booking change being implemented.

6.2. If a booking change is possible, the Organiser shall be entitled to charge a booking change fee of EUR 30.00 up to the 44th day before the travel date. Later booking changes shall only be possible through cancellation of the existing travel contract and a new booking. Here the provisions of point 5 shall apply. The above-mentioned cost regulations shall not apply if a request for a booking change only causes limited costs in relation to the agreed travel price or the booking change is caused by missing, insufficient or incorrect pre-contractual information vis-à-vis the Customer, pursuant to Art. 250, Section 3 of the Introductory Act to the German Civil Code (EGBGB).

6.3. Pursuant to Section 651 e of the German Civil Code (BGB), through notification in good time on a permanent data carrier the Customer may request that the Organiser allows a third party to assume the rights and obligations based on the travel package contract instead of the Customer. Such a notification shall in any case be deemed in good time if the Organiser receives it 7 days before the travel date. Pursuant to Section 651 e of the German Civil Code (BGB), the original and new traveller shall be liable as joint and several debtors for the travel price and the additional costs incurred through the change of person using the travel service.

7. Unused services

If the Customer fails to use individual services which the Organiser was willing and able to provide in accordance with the contract, due to reasons which the traveller is responsible for, the Customer shall not have any right to partial reimbursement of the travel price, insofar as such reasons would not have entitled the Customer to cancellation without charges or to terminate the travel package contract in accordance with statutory regulations. Upon request by the Customer, the Organiser shall try to reimburse the expenses saved by the service providers, unless these expenses are completely insignificant.

8. Termination and cancellation by the Organiser

8.1. The Organiser shall also be entitled to terminate the travel contract without notice after the travel date for an important reason. An important reason shall particularly be if the Customer, despite warning, continually disturbs or violates the contract to such an extent that further participation for the Organiser or traveller is no longer reasonable. This shall also apply if the Customer does not follow objectively justified instructions. A warning in the sense of clause 2 shall be unnecessary for the Organiser if the Customer seriously disturbs the trip. This shall particularly apply in the case of crimes against the Organiser's employees, against service providers or their employees as well as against other travel guests. In the case of termination, the Organiser shall still be entitled to the travel price unless there are saved expenses and benefits from other use of the travel service(s). Otherwise claims for compensation for damage shall be unaffected.

8.2. If the Customer fails to pay the whole travel price or part of it despite an appropriate new deadline being set, the Organiser shall be entitled to cancel the travel package contract and also request compensation through appropriate application of point 5.3 to 5.4. of these conditions.

9. Traveller's cooperation obligations

9.1. Travel documents

The Customer must notify the Organiser or its travel agent where he booked the package tour if he does not receive the necessary travel documents (for instance hotel voucher, if applicable trade fair pass, etc.) within the deadline notified by the Organiser. If the Customer fails to do so, this may be treated as contributory negligence on his part if the Organiser consequently assumes that since the travel documents were sent in good time, the Customer has received them.

9.2. Complaints/request for remedial action

If the trip is not spent without travel defects, the traveller may request remedial action. If the Organiser was unable to provide remedial action because of negligent failure to lodge a complaint, although he would have otherwise been willing and able to do so, the traveller shall neither be able to assert claims for price reduction pursuant to Section 651m of the German Civil Code (BGB) nor claims for compensation for damage pursuant to Section 651n of the German Civil Code (BGB) for the consequent continuation of defects.

The traveller must immediately lodge his complaint to the Organiser via the contact point of the Organiser or its representative indicated to him in the travel documents. However, the traveller may also lodge his complaint with the travel agent where he booked the trip. A complaint lodged with the service provider, in particular the accommodation company, the trade fair or the transport company shall not be sufficient.

9.3. Setting a deadline before termination

If a Customer / traveller wants to terminate the travel package contract pursuant to Section 651 l of the German Civil Code (BGB) because of a travel defect of the type stipulated in Section 651 i, sub-section 2 of the German Civil Code (BGB), insofar as this defect is considerable, prior to this he must set the Organiser an appropriate deadline for taking remedial action. This shall not apply if the Organiser refuses to take remedial action or if immediate remedial action is necessary.

10. Limitation of liability

10.1. The Organiser's contractual liability for damage, which does not involve damage to life and limb or health and has not been caused culpably, shall be limited to three times the travel price. Claims which possibly exceed this in accordance with international agreements or those based on statutory regulations shall remain unaffected by this limitation.

10.2. The Organiser shall not be liable for impaired performance, personal or material damage in connection with services which are only mediated as third-party services if these services were so clearly designated as third-party services in the travel offer and travel confirmation and with the identity and address of the mediating contractual partner as third-party services that the traveller can recognise that they are not an integral part of the Organiser's package tour and that they were separately chosen. Section 651b, 651c, 651w and 651y of the German Civil Code (BGB) shall remain unaffected by this. However, the Organiser shall be liable if and insofar the violation of the Organiser's notification, explanation or organisational obligations caused damage to the Customer.

11. Assertion of claims: Addressee; information on consumer dispute resolution/choice of law/court of jurisdiction

11.1. The Customer shall assert any claims, based on failure to render travel services as contractually agreed, vis-à-vis the Organiser Düsseldorf Tourismus GmbH, Benrather Straße 9, 40213 Düsseldorf. Out-of-court assertion of claims may also be made via the travel agent if the package tour was booked via this travel agent. Assertion on a permanent data carrier is recommended.

11.2. The service providers' employees shall not be authorised to accept notifications of claims. They shall also not be authorised to recognise claims on behalf of the Organiser.

11.3. With regard to the law on consumer dispute resolution, the Organiser points out that it shall not participate in a voluntary consumer dispute resolution. Insofar as dispute resolution became an obligation for the Organiser after these travel conditions were printed, the Organiser shall notify the Customer about this in a suitable way. For all travel contracts which were concluded through electronic legal transactions the Organiser points out the European online dispute resolution platform (<http://ec.europa.eu/consumers/odr>).

11.4. For Customers who are not a citizen of a Member State of the European Union or a Swiss citizen, German law shall be agreed for the entire legal and contractual relationship between the Customer and the Organiser. These Customers may exclusively take legal action against the Organiser at the place of its registered office.

11.5. In the case of lawsuits of the Organiser against Customers, respectively contracting partners of the travel package contract, who are businesspeople, legal persons under public or private law, or persons whose domicile or main residence is abroad or whose domicile or main residence is unknown at the time of the lawsuit, the place of the registered office of the Organiser - Düsseldorf - shall be the court of jurisdiction.

Travel organiser:

Düsseldorf Tourismus GmbH

Benrather Straße 9
40213 Düsseldorf

Düsseldorf District Court, Commercial Register B 40263
Managing Directors: Frank Schrader, Ole Friedrich,
Hans-Jürgen Rang

T +49 211 17 202-0
F +49 211 17 202-32 30
info@duesseldorf-tourismus.de

Dear visitors,

The specific offers of the DüsseldorfCard, hereafter called "DC", provide you with special services and advantages to make your stay in Düsseldorf an outstanding experience. To achieve this aim, clearly defined agreements on mutual rights and duties have been stipulated and are contained in the following terms of use. Please read these terms of use carefully before claiming the services.

1. Basic principle, object of these terms of use and parties to them

1.1. Düsseldorf Tourismus GmbH, hereafter shortened to "DT", is holder of all industrial property rights to the DC. The company is the issuer of the card and partner in the card use contract with the holder of the card.

1.2. Service providers for the purpose of this contract are those institutions, companies, self-employed persons, businesses and facilities listed in the then applicable directory of services and service providers, pertaining to the DC, as providers of the respective services.

2. Legal bases, information and warranties by third parties

2.1. The whole legal and contractual relationship between DT as issuer of the card and the cardholder within the card use contract, and between the cardholder and the service provider within the contractual relationship governing the use of the card and its respective services, is subject to German law exclusively, in as far as contracts with cardholders from EU states are not subject to other mandatory EU regulations in favour of the cardholder.

2.2. Sales and issuing points of the card are neither authorised by DT as issuer of the card to make other arrangements diverging from these terms of use, nor can they provide information or warranties diverging from, conflicting with or exceeding the then applicable directory of services pertaining to the card. The same applies to the service providers, except when the information, the diverging agreement or warranties refer to their own services.

2.3. Issuance and use of the card do not give rise to a contractual obligation, with reference to the services, between the cardholder and the issuer, or the sales and issuing points. The provision of a particular service to the cardholder is solely the obligation of the respective service provider, not the issuer or the sales or issuing point, unless they are services provided by the issuer or the sales or issuing point themselves.

2.4. The issuer or the sales or issuing point has neither a contractual primary obligation nor a secondary obligation towards the cardholder with regard to the services.

3. Conclusion of card use contract and issuance of card

3.1. With the offer of actually delivering the card, DT as issuer, represented by the respective sales and issuing points, makes the beneficial owner (see item 5 of these terms) a binding offer for the conclusion of the card use contract on the basis of these terms of use and the directory of services then applicable.

3.2. The card use contract is concluded with the acceptance of the card by the customer, respectively with the actual use of the card.

4. Type and extent of services offered with the card, restrictions of services and exclusion of cardholder from use

4.1. The service providers are obliged to provide services only in compliance with the general conditions of their business activities, in particular in consideration of service periods advertised, opening times and general prerequisites for services (e.g. depending on weather conditions).

4.2. In as far as the services provided with the card are also described in advertising documents (hotel lists, leaflets, catalogues, Internet pages) other than the then applicable directory of services, only the description of services in the then applicable directory of services is valid for the cardholder's claim to these services. This applies in particular if the description in the directory of services pertaining to the DC diverges from such other descriptions of the services.

4.3. The service providers may fully or partly restrict the services offered, in particular with regard to time/duration, if this is factually justified. Reasons can be, in particular, weather conditions, official restrictions or regulations, maintenance work and repairs, measures in favour of traffic safety, excessive crowds or congestion of facilities and other similar factual reasons.

4.4. There is no entitlement to transfer of the card and/or its services to future stays or other persons.

5. Utilisation of card, obligations and liability of cardholder

5.1. To make use of the services the cardholder is obliged to present the original card and to submit it to the service provider for electronic or visual examination before making use of the service.

5.2. The cardholder is obliged to present valid photo identification on request. If he/she is not able to do so, the service provider may refuse to provide the service. For age-based services and advantages to the cardholder or his/her entitled family members, the service provider may request an appropriate proof of age.

5.3. If the card is stolen, lost or damaged, the cardholder is obliged to notify the issuing point immediately. This does not entail a claim to free-of-charge issuance of a new card.

5.4. In the case of misuse or suspected misuse, the service providers are entitled to retain the card without replacement.

6. Liability and limitation of liability of the issuer and the issuing points

6.1. The liability of the issuer under the card use contract and of the sales/issuing points with regard to issuance is limited to malicious intent and gross negligence, except for claims for damages to body and life of the cardholder.

6.2. The liability of the service providers is limited in compliance with their terms of business which may have been agreed on and are then applicable, and with applicable legal regulations.

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Intermediary:

Düsseldorf Tourismus GmbH

Benrather Straße 9, 40213 Düsseldorf, Germany;

Düsseldorf District Court, HRB 40263;

Managing Directors: Frank Schrader, Ole Friedrich, Hans-Jürgen Rang

T +49 211 17 202-0, F +49 211 17 202-32 30

info@visitduesseldorf.de

Terms and conditions of contract of Köln-Düsseldorfer Deutsche Rheinschiffahrt AG for accommodation on the hotel ships in the city of Düsseldorf

Dear Guests,

The following terms and conditions, where effectively included, shall govern the accommodation contract concluded between Köln-Düsseldorfer Deutsche Rheinschiffahrt AG – hereinafter referred to as “KD” – and you. We would advise you to read them carefully.

1. Conclusion of the accommodation contract

1.1. By submitting a booking, which must be made in writing, by fax, through the Internet or by e-mail, the guest commits to concluding an accommodation contract with KD. Bookings are only possible as “guaranteed bookings” in accordance with the following terms of payment (specifically item 2.6).

1.2. Düsseldorf Tourismus GmbH (Benrather Str. 9, 40213 Düsseldorf, Tel. +49 211 17 202-839) – hereinafter referred to as “DT” – shall act solely as a broker procuring the accommodation contract between the guest / customer and KD. DT therefore shall not be responsible for information concerning prices and services and for the services themselves nor for any defects in this regard and/or personal injury or damage to property which may arise in connection with the accommodation on any of the hotel ships. This does not affect any liability of DT under the brokerage contract.

1.3. DT has been commissioned by KD with handling the bookings.

1.4. The accommodation contract with KD shall be effective upon confirmation of the booking, which shall be issued by DT as a representative of KD and may be made in any form. The payment will be collected by KD.

1.5. Where bookings are made through companies, travel agencies, tour operators, clubs, adult education centres, schools, school classes, or other groups, the client and, therefore, the contracting partner of KD and the party liable to pay shall be the respective institution, unless expressly agreed with KD that the person submitting the booking merely acts as a representative of the group members.

2. Cancellation and no-show

2.1. In the event of a cancellation or no-show, KD shall remain entitled to payment of the agreed accommodation charges including meals booked. KD shall be obliged to take into account appropriate deductions for alternative occupancy and saved expenses.

2.2. The guest/client may withdraw from the accommodation contract at any time prior to the agreed accommodation period. It is recommended that any such cancellation be made in writing or by text. The date on which the cancellation is received by DT applies. With due consideration for the expected losses caused in the normal course of events by the cancellation, KD may charge the following flat-rate cancellation costs, based in each case on the total price inclusive of all incidental costs (and in light of the fact that cabin bookings are only offered with breakfast services):

2.2.1 Bookings for individual cabins (up to 6 cabins per booking) may be cancelled free of charge up to 8 months prior to the agreed accommodation period.

2.2.2 Group bookings of 7 or more cabins may be cancelled up to 8 months prior to the agreed accommodation period subject to a cancellation charge equal to 75% of the agreed accommodation price.

2.2.3 All bookings may be cancelled from 8 months to 6 months prior to the agreed accommodation period subject to a cancellation charge equal to 75% of the agreed accommodation price.

2.2.4 All bookings may be cancelled from 6 months prior to the agreed accommodation period subject to a cancellation charge of 90% of the agreed accommodation price. This rule will also apply in the case of no shows.

2.3. It shall be incumbent on the guest / customer to prove to KD that the saved expenses are, in fact, higher than the above allowance of deductions or that alternative occupancy took place. Where such evidence is provided, the guest / customer shall only be obliged to pay the correspondingly smaller amount.

2.4. It is strongly recommended that guests take out a travel cancellation cost insurance.

2.5. Notices of cancellation must be sent as follows: On workdays (excl. Saturdays) between 9:00 and 17:30, directly to DT as the broker commissioned by KD with handling the bookings, using the communication data provided in the booking confirmation.

2.6. Payment is only accepted by credit card (no charge for guest) and bank transfer.

2.7. The following applies to payment and cancellation:

a) Payment is due immediately after receipt of the booking confirmation.

b) Unless otherwise expressly agreed with KD, the booking may only be cancelled at cost.

c) KD shall keep the booking overnight.

d) Any cancellation or no-show shall incur a cancellation fee as specified in 2.2 and 2.3 which shall be debited to the credit card. The same shall apply mutatis mutandis to such individual cases where the booking may be cancelled at no cost, but KD fails to receive the notice of cancellation within the period agreed for cancellation at no cost.

If no payment is made for lack of cover or due to objection to charges made against the credit card despite the fact that KD is prepared and able to provide the contractual services accordingly and the customer does not have a legal or contractual right to withhold payments, KD shall be entitled, after sending a reminder and setting a time limit, to withdraw from the contract and to impose a fee on the customer as per item 2.2.

3. Payment

3.1. The total travel price inclusive of all incidental costs is due and payable 4 weeks before the first day of the trip unless otherwise agreed. KD requires a down payment of 10% of the accommodation price on receipt of the booking for group bookings of 10 or more cabins. The balance is due and payable 4 weeks before the first day of the trip.

3.2. Where the guest or client is in arrears with the agreed down payments, the KD may, after sending a reminder and allowing a suitable period of grace, withdraw from the contract and charge the costs as specified at 2.2 above to the guest/client.

3.3. In so far as the credit card data of the guest/client are collected by DT, the sum in question shall not be debited by DT. The latter shall pass on the data to the Host, KD. For bookings as specified at 2.7, in the event of cancellation of the accommodation contract or failure to make full payment in accordance with KD's due demands, the latter shall be entitled to charge the outstanding amounts to the guest's/client's credit card.

4. Obligations of / cancellation by the customer

4.1. The guest shall be obliged to notify DT as the representative of KD immediately of any defects and impairments, and request remedial action. Verbal notices of defect submitted to the shipping company or KD shall not suffice. Withholding notices of defect either intentionally or through negligence may void any claims, or parts thereof, of the guest.

4.2. This contract may only be terminated by the guest on grounds of material defects or impairments. In the first instance after notification, DT as the authorised representative of KD shall be granted an appropriate period to remedy the defect unless remedial action proves impossible, is refused by the ship's personnel, or immediate termination is objectively justified on grounds of special concerns recognised by KD or its authorised representatives in the interest of the guest or where the guest's continued stay is objectively unreasonable for these reasons.

5. Limitation of liability

KD shall not be liable for default in performance in connection with services which, during the stay, are provided and indicated to the guest / customer as third-party services (e.g. sports events, theatre visits, exhibitions, etc.). The same shall apply mutatis mutandis to third-party services arranged and procured at the time of booking the accommodation, provided these services are explicitly indicated as third-party services in the advertisement or the booking confirmation.

6. Statute of limitations

6.1. Contractual claims of the guest / customer against KD based on injury to life, limb or health including contractual claims for damages based on negligent breach of duty by KD or the intentional or negligent breach of duty by its legal representatives or vicarious agents, shall become statute-barred after three years. This shall also apply to claims for reparation of other damages based on grossly negligent breach of duty by KD or an intentional or grossly negligent breach of duty by its legal representatives or vicarious agents.

6.2. All other contractual claims shall become statute-barred after one year.

6.3. The statutes of limitations specified above shall commence in each case at the end of the year in which the claim arose and the guest / customer and KD as the party liable had knowledge, or ought reasonably to have had knowledge without gross negligence, of circumstances which constituted the claim.

6.4. Where negotiations are in progress between the guest and KD about claims asserted or the circumstances constituting the claim, the statute of limitations shall be suspended until the guest or KD refuses to continue the negotiations. The above period of limitation of one year shall commence at the earliest 3 months after the end of the suspension.

7. Applicable law and jurisdiction

7.1. The contract between the guest / customer and KD shall be governed exclusively by German law. The same shall apply to any other legal relations.

7.2. Actions by the guest / customer against KD may be filed exclusively at the place of jurisdiction of the latter.

7.3. The place of jurisdiction for claims of KD against the guest / customer shall be the customer's address. If the guest / customer is a merchant, private or public entity, or a person whose registered address or usual residence is either abroad or not known at the time of the action, the place of jurisdiction shall be the registered address of KD.

7.4. The above provisions shall not apply if and when non-transactionable EU regulations or other international regulations are applicable to the contract.

Contracting partner of the accommodation contract:

Köln-Düsseldorfer Deutsche Rheinschiffahrt AG
Frankenwerf 35
50667 Köln

Directors:

Dr. Achim Schloemer (Vorsitzender), Thomas Günther

Düsseldorf District Court HRB 10959, Amtsgericht Düsseldorf,
Ust.-IdNr.: DE 122780510