

Terms and Conditions.

Booking Conditions (February 2025)

The following provisions are an integral part of the travel contract concluded between you, following called „the traveller“ and ABC-Travel-Service. These provisions amend the statutory provisions of §§ 651a-m BGB (German Civil Code) and §§ 4-11 of the “Verordnung über Informationsund Nachweispflichten nach bürgerlichem Recht” as implemented by German civil law due to Directive 90/314/EEC on Package Travel and Holiday Tours.

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1. Conclusion of contracts

1.1 The traveller's booking shall be deemed as a firm tender for the conclusion of contract. Any industrial resale of tours or its parts (such as tickets) is prohibited. The basis of the traveller's offer is what ABC-Travel-Service advertises including any supplementary information for the relevant journey.

1.2 Agents (e.g. travel agencies) and service providers (e.g. hotels, carriers) are not authorized to modify travel contracts or exceed ABC-Travel-Service contractual obligations by agreement or any kind of assurance. The same is true for providing any kind of information that is contrary to what ABC-Travel-Service advertises.

1.3 ABC-Travel-Service will accept the traveller's booking both orally and in writing and via telephone, telefax message or by e-mail/Internet. If the traveller books their journey via e-mail/Internet ABC-Travel-Service will acknowledge the receipt in the same way.

1.4 In case of either explicit or separate declaration of commitment the traveller will be obliged to perform their contractual duties as well as fellow passenger's duties.

1.5 The contract will be concluded with the receipt of ABC-Travel-Service's acceptance which does not require a special form. ABC-Travel-Service will forward a booking confirmation at the time of or immediately upon conclusion of contract. This does not apply to bookings made less than seven (7) business days prior to the day of departure.

1.6 Variations from ABC-Travel-Service's acceptance and booking will be deemed to be a new offer which will be binding for a period of ten (10) days. The contract will be concluded based on that new offer unless specified otherwise. Any kind of unreserved payment or prepayment will be considered as acceptance.

2. Payment

2.1 ABC-Travel-Service and its agents accept payments prior to the end of the traveller's journey only in the event of the delivery of the "Sicherungsschein" (security certificate). After the conclusion of contract and on delivery of the "Sicherungsschein" the prepayment is due in the amount of 20% of the travel price. The final payment is payable in full at the time of collection of the traveller's travel

documents (about eight (8) days prior to departure) but not before delivery of the traveller's "Sicherungsschein". This applies to all cases of cash payment. In any case of payment by MasterCard or VISA the credit card needs to be presented at the time of booking while the credit card receipt needs to be signed. Please keep in mind that the payment process must be instigated about 28 days prior to departure. The travel documents will be available about eight (8) days prior to departure.

2.2 If any payment (prepayment and final payment) is not remitted or is delayed (default of payment), despite having issued a reminder, then ABC-Travel-Service shall be entitled to cancel the contract and to claim damages pursuant to the cancellation policy relating to the booking as set out in subparagraphs 5.2 to 5.5.

3. Services

3.1 Basis of the contract is what ABC-Travel-Service advertises in any media. ABC-Travel-Service reserves the right to modify catalogue information prior to the conclusion of contract. ABC-Travel-Service is obliged to inform about these modifications prior to booking.

3.2 ABC-Travel-Service will not accept any liability for any kind of information, such as hotel leaflets or internet promotion, not provided for by ABC-Travel-Service unless otherwise expressly agreed.

3.3 For all bookings including half board, full board or all-inclusive the boarding service will begin with dinner on the day of arrival and will end with breakfast on the day of departure.

3.4 If the traveller's ski pass is included in the travel price, ABC-Travel-Service will not accept any refund even in case of no or limited services by the operator (e.g. weather or maintenance). The same is true for travellers not making use of their ski pass at all or on a given day. ABC-Travel-Service points out, that operators reserve the right to open up or close down business without preannouncement later or earlier to the end of the season.

3.5 The hotels that ABC-Travel-Service offers are officially sanctioned by local authorities and are run in accordance with local governmental provisions. Unless otherwise expressly agreed the accommodation will be in standard rooms. All rooms will be ready for occupancy between two (2) and three (3) p.m. (date of arrival) and

will be available until ten (10) a.m. (date of departure). In case of not arriving at the traveller's destination on their scheduled day of arrival or arriving after six (6) p.m. the traveller must notify the front desk. They will find the relevant telephone numbers in their travel documents. Unless otherwise expressly agreed all extra hotel services are fee required (e.g. sauna). ABC-Travel-Service points out that many hotels claim deposits paid for either in cash or by credit card for services not included in the travel price, such as but not limited to minibars or call charges. As a general rule "half-board" means that the traveller's dinner will be included. This does not necessarily mean that the traveller's dinner will be a warm meal especially on closing days. If the traveller has booked full-board and their first meal during the vacation will be lunch, the service will end with breakfast on their scheduled day of departure. If the traveller's first meal will be dinner, the service will end with lunch. Packed lunch shall be deemed as full-value meals. For variations refer to the scale or the schedule.

3.6 If the traveller wants to bring any pets, an application and permission of the relevant service provider (e.g. renter) will be required. Pets must be applied for at the time of booking. The following details are required for the application: breed, its weight and size. As a general rule fighting dogs are not permitted. The aforementioned even applies to cases where pets are permitted as per ABC-Travel-Service advertising. As a general rule only one pet will be allowed. If the traveller wants to bring more than one, they must obtain the service provider's permission. The costs must be paid for on-site. It shall be understood that pets must not cause annoyance for other guests and are not allowed to be brought to some restaurants, pools or beaches. On the other hand a ban on pets does not necessarily mean that there will be no pets on-site.

3.7 The child reduction is based on the age of the traveller's children during their stay and not their age at the time of booking. The additional costs for childbeds or baby cots have to be paid for on the spot. This applies regardless of granted child reductions. For more information about child reduction on-site, refer to the scales of prices.

3.8 Holiday flats and holiday homes have to be occupied with the advertised and confirmed number of guests at the max. Unless otherwise expressly agreed, children shall be deemed as "regular guests" regardless of age.

3.9 As far as an "extra bed" is concerned, it might well be that the extra bed will be a couch, cot or slumbered placed in the traveller's flat or room. These might be smaller

than regular beds. Either way, the traveller will have to deal with less living space and less space to stow luggage.

4. Changes in service and price

4.1 ABC-Travel-Service reserves the right to modify services even after the conclusion of contract, as long as modifications are necessary, not in bad faith, not considerable and do not change the contract in its entirety.

4.2 As far as modified services are concerned, warranty claims remain unaffected.

4.3 ABC-Travel-Service is obliged to inform immediately about considerable modifications in services as soon as ABC-Travel-Service knows about the reason for changes.

4.4 As far as cruises are concerned only the Captain in charge of the ship shall have full authority on whether, when and how the cruise shall be operated (e.g. changes in times or routes due to safety or weather reasons). If the Captain needs to modify routes on river cruises due to high or low tide ABC-Travel-Service undertakes to provide an alternative.

4.5 ABC-Travel-Service reserves the right to modify any published and confirmed prices in the event of an increase of costs for transportation or charges levied by government agencies, local authorities, other official authorities or by airport companies, such as harbour fees or airport charges and airport passenger taxes. The same is true for any changes in foreign exchange rates applying to the journey. The aforementioned applies to any cases where the time span between the conclusion of contract and the traveller's scheduled day of departure is at least four (4) months. The modification of published and already confirmed prices will be in accordance with the following calculation:

- a) in the event of an increase of costs per unit or seat ABC-Travel-Service will charge the traveller with the full increase;
- b) in any other case ABC-Travel-Service will charge the traveller with the increase per seat, meaning that ABC-Travel-Service will divide the full increase by the number of available seats and share the expenses.

4.6 In any case of considerable changes in service or an increase of more than five (5)% of the traveller's total holiday costs, they will either be entitled to cancel the contract free of charge or demand to participate in an at least equivalent tour as long as ABC-Travel-Service is able to provide an alternative without extra charges. No matter what option the traveller will be going for, they will be obliged to inform ABC-Travel-Service about the decision without delay after being notified about changes/increase.

5. Cancellation prior to departure/cancellation fees

5.1 The traveller is entitled to cancel their booking prior to departure. The cancellation needs to be forwarded to the given address (see below). In case of booking via one of ABC-Travel-Service's agents, ABC-Travel-Service accepts the cancellation of contract via the relevant agent. ABC-Travel-Service strongly recommends to cancel in written.

5.2 If the traveller cancels their booking prior to departure or no-show for departure, ABC-Travel-Service will lose its claim for the travel price. However, ABC-Travel-Service is entitled to claim adequate compensation for already made arrangements and expenses depending on the relevant travel price. This applies to cases where the cancellation is not to be traced back to the fact of force majeure or attributable to ABC-Travel-Service's fault.

5.3 ABC-Travel-Service's claim for compensation is temporally scaled. This means that ABC-Travel-Service will calculate the claims in due consideration of the date of cancellation (the receipt of cancellation will be the deciding factor) and the traveller's travel price. Furthermore ABC-Travel-Service will take due account, however, of any expenditure which ABC-Travel-Service normally saves as a result of any cancellation of the contract or through reallocation.

Cancellation options at a glance:

5.3.2.1 Hotels, Boarding-houses and any type of transportation:

Up to 30 days before departure	20%;
29-22 days	25%;
21-15 days	35%;
14-7 days	50%;
6-2 days	65%;

1 day or no-show

80% of the relevant travel price.

5.3.2.2 Holiday Flats and Holiday Homes:

Up to 45 days prior to commencement of the rental time	20%;
44-35 days	50%;
34-3 days	80%;
2 days and no-show instalment	90% of the rental

5.3.2.3 "In case of booking transfers or cancellation of packages that include tickets (e.g. for sporting events or concerts), ABC-Travel-Service is entitled to claim compensation for the booking transfer or cancellation as well as the full ticket price. The same applies to separately booked tickets.

5.4 The traveller has the right to provide ABC-Travel-Service with evidence that no losses have been incurred or that the loss is substantially lower.

5.5 ABC-Travel-Service reserves the right to claim higher compensation as set out in the "cancellation options at a glance". In this case ABC-Travel-Service is obliged to put a figure and to provide evidence on the compensation claimed. Furthermore ABC-Travel-Service must take due account of any expenditure which ABC-Travel-Service normally saves as a result of any cancellation of the contract or through reallocation.

6. Changes, booking transfers, replacement passengers

6.1 Any changes in booking are fee required. ABC-Travel-Service will charge the traveller for changes with € 15,- per booking.

6.2 There is no right to change dates, destination, place of departure, accommodation or mode of transport (booking transfers) after the conclusion of contract. If ABC-Travel-Service changes the travellers booking as requested, however, ABC-Travel-Service will be entitled to charge them as follows:

- hotels and boarding-houses up to 30 days before departure, € 15,- per head,

- holiday flats and holiday homes up to 45 days prior to commencement of the rental time, € 34,- per unit.

ABC-Travel-Service will not accept any changes after expiration of the aforementioned terms. Booking transfers after expiration of the aforementioned terms incur the fee required (please refer to subparagraph 5.2 to 5.5) cancellation of contract in connection with a new booking.

6.3 The traveller is entitled to claim a third party to adopt their contract. ABC-Travel-Service may oppose the change of passengers if the replacement passenger does not meet the special requirements in relation to the journey or if to do so would conflict with statutory provisions or official directives. In any case ABC-Travel-Service will charge the additional costs for hotels, boarding houses etc. (€ 15,- per head) and holiday flats and holiday homes (€ 34,- per unit). The passenger and the replacement passenger are liable as joint and several debtors for both the travel price and the aforementioned additional costs.

7. Unused services

ABC-Travel-Service will not accept to refund any unused services that ABC-Travel-Service contractually offered (e.g. because of premature departure or other reasons). ABC-Travel-Service will attempt, however, to make it's service providers refund expenditures which they saved as a result of unused services. This will not apply to minor and irrelevant services or if compensation would conflict with statutory provisions or official directives.

8. Force majeure

In any event of cancellation due to force majeure ABC-Travel-Service defers to § 651j BGB (German Civil Code). § 651j BGB reads analogous as follows:

(1) Both the Tour Operator and the passenger are entitled to cancel the contract solely under the provisions of the present § 651j BGB in case of considerable complication, danger or disruption to the journey.

(2) In the event of the cancellation due to subparagraph 1, the provisions of § 651e subparagraph 3 clause 1 and 2, subparagraph 4 clause 1 BGB will apply. The Parties will share additional costs for the back haul. Any other additional costs will be placed to the debit of the passenger.

9. Cancellation by ABC-Travel-Service

ABC-Travel-Service reserves the right to cancel the contract in the event of not matching the needed minimum number of participants (if advertised). ABC-Travel-Service undertakes to inform immediately about not matching the aforementioned requirements and will submit an advice of cancellation without delay. ABC-Travel-Service is furthermore entitled to exercise its right to cancel immediately at an earlier date if it becomes definitely known that the necessary requirements will not be met. In any of the aforementioned cases ABC-Travel-Service will immediately refund payments received.

10. Dismissal on grounds of conduct

ABC-Travel-Service reserves the right to cancel without previous notice (after warning) if the traveller's behaviour is such that other guests feel deeply annoyed, or the immediate cancellation of contract is justified by other infringements of contract. ABC-Travel-Service's claim for the travel price remains unaffected. ABC-Travel-Service will take due account, however, of any expenditure which the company saves as a result of any cancellation of the contract or through reallocation.

11. Passenger's Obligations

11.1 Notice of Defects

The traveller is entitled to demand remedy in any case of ABC-Travel-Service not being able to provide contractual services. However, the traveller is obliged to notify ABC-Travel-Service of any defects without delay. If the traveller contravenes culpably ABC-Travel-Service will not accept any reduction of travel price. The aforementioned shall not apply to cases where notification appears to have no prospect of success or appears to be unreasonable.

It is the traveller's obligation to forward their complaints to ABC-Travel-Service's representative on-site. In destinations without representatives on-site the traveller is obliged to forward their complaints to ABC-Travel-Service's service providers (hotel management, renter etc.; the relevant addresses can be found in the travel documents) or directly to ABC-Travel-Service Mannheim. Both ABC-Travel-Service's representatives and the service providers are instructed to arrange remedy if possible. Neither ABC-Travel-Service's representatives nor the service providers are entitled to accept claims.

11.2 Setting a deadline prior to cancellation

The traveller will be obliged to allow a reasonable period of time for remedy if they want to cancel the contract because of travel defects, as per § 651e BGB. The same is true for any termination for cause.

The aforementioned does not apply if ABC-Travel-Service denies remedy or remedy appears to be impossible. The same is true for any termination with immediate effect because of a passenger's special, foreseeable, legitimate interest.

11.3 Travel documents

The traveller is obliged to notify ABC-Travel-Service in the event of their travel documents (e.g. tickets or vouchers) not being submitted within the period stipulated in subparagraph 2.1 of ABC-Travel-Service's present booking conditions.

11.4 Limitation of damage

The traveller is obliged to prevent and limit damages to a minimum. Furthermore they are obliged to notify ABC-Travel-Service about any signs of damages.

12. Limitation of Liability

12.1 ABC-Travel-Service contractual liability for damages, except personal injury, is limited to three (3) times the amount of the traveller's total holiday costs, if

- a) The traveller did not cause damages in an intentional or negligent manner,
- b) damages are solely attributable to one of ABC-Travel-Service's service provider's faults.

12.2 ABC-Travel-Service accepts its tort liability for material damages up to the amount of three (3) times of the traveller's total holiday costs, if the damage is not to be based on intentional behaviour or gross negligence. The aforementioned limitation of liability applies to each passenger per journey. Carriage may be subject to the liability regulations set out in the Montreal Convention for the Unification of Certain Rules for International Carriage by Air which governs, and where applicable limit, the liability for loss or damage to luggage and for delays. These provisions remain unaffected.

12.3 ABC-Travel-Service does not accept liability for defaults and personal or material damages relating to brokered events arranged for by third party suppliers (e.g. excursions, sporting events, visits to a theatre, exhibitions,

carriage to and from the place of departure to the traveller's final destination). This particularly applies to all services advertised for or confirmed as brokered services arranged for by service providers so that it appears to be evident that the relevant services do not form part of the travel contract.

ABC-Travel-Service accepts liability for

- a) Services concerning carriage from the traveller's scheduled place of departure to the traveller's scheduled destination and carriage and accommodation during their journey,
- b) damages caused by ABC-Travel-Service not attending its duties to indicate or inform passengers about certain aspects of the journey. The same applies to damages caused by ABC-Travel-Service not attending its organizing duties.

13. Cut-off period for claims

The cut-off period for contractual claims is one (1) month, with effect from the day the traveller's journey ends, as per travel contract. The term shall only be deemed as kept if the traveller forwards their claim to ABC-Travel-Service following address. After expiration of the term the traveller's claims will be cut-off, unless they provide ABC-Travel-Service with clear evidence that the failure to meet the deadline was not attributable to their fault.

14. Limitation of actions

14.1 The statutory period of limitation for claims for personal damages, as per §§ 651c-651f BGB, due to ABC-Travel-Service negligent behaviour or negligent or intentional behaviour of one of ABC-Travel-Service statutory representatives or agents, will be two (2) years. The same applies to any other claims for damages due to ABC-Travel-Service's gross negligence or gross negligent or intentional behaviour of one of ABC-Travel-Service's statutory representatives or agents.

14.2 The statutory period of limitation for all other claims, as per §§ 651c-651f BGB, will be one (1) year.

14.3 Both the statutory period of limitation of one (1) and two (2) year/s, as per subparagraph 11.1 and 11.2, take effect one (1) day after passengers should have arrived back home, as per travel contract.

14.4 As long as the parties negotiate about claims made, the statute of limitations will be suspended until one of the parties refuses to keep on negotiating.

The claims made will become time-barred after three (3) months of the end of the suspension at the earliest.

15. Passport, visas and health requirements

15.1 German nationals will find a summary of needed requirements at <http://www.auswaertiges-amt.de>. ABC-Travel-Service assumes that none of the passengers or fellow passengers need to be treated in a special way because of certain characteristics (e.g. stateless persons or dual citizenship). As far as nationals of other countries are concerned, ABC-Travel-Service strongly recommends gathering the relevant information from the relevant consulate.

15.2 The traveller is required, and it is entirely their responsibility, to obtain the necessary travel documents and vaccinations (if necessary). The same applies to the compliance with customs and foreign currency regulations. ABC-Travel-Service shall not be liable for the consequences which befall the traveller as a result of failing to obtain the necessary papers or failing to observe the relevant regulations or instructions (e.g. cancellation fees).

16. Insurance

ABC-Travel-Service strongly recommends that the traveller takes out a special ABC-Travel-Service travel cancellation insurance (RRV)* provided for by the “Europäische Reiseversicherung”. (*minus the insurer’s retention as per insurance conditions)

17. Applicable laws

The travel contract shall be governed by the laws of the Federal Republic of Germany and shall be construed in accordance with German court rulings. The same is true for legal consequences (e.g. scope of liability) in cases where passengers do not proceed legally in Germany but abroad.

18. Data privacy

18.1 The traveller hereby acknowledges that they provided ABC-Travel-Service with their personal data for the following purposes: to perform the contract, to inform its customers and to customize our products. ABC-Travel-Service undertakes not to forward any of the traveller's data outside of the DB-Corporation.

18.2 The traveller is entitled to cancel the aforementioned agreement by informal written notice at any time. In the event of the traveller cancelling the agreement, ABC-Travel-Service will erase all of the traveller's data, except of what is absolutely necessary for the performance of contract, without delay.

18.3 The traveller's data will be saved and protected from abuse in accordance with the BDSG (Federal Data Protection Act).

19. Place of jurisdiction

19.1 All actions against ABC-Travel-Service need to be brought to ABC-Travel-Service's place of registered office in Mannheim, Germany

19.2 All actions against travellers need to be brought to the competent court at the traveller's registered residence. All actions against businessmen, corporate bodies under public law, legal persons under private law need to be brought to the competent court at ABC-Travel-Service's place of registered office in Mannheim. The same applies to complaints against persons having their registered or habitual residence abroad or persons with unknown registered or habitual residence.

19.3 The aforementioned provisions will not apply

c) if international agreements are applicable (and not modifiable) to the contract which differ in favour of the customer or

d) if national laws provided for by the customer's country and applicable to the contract differ from the following provisions or German Laws in favour of the customer.

Postal address

ABC-Travel-Service GmbH & CO. KG
Gorxheimerstrasse 9
68309 – Mannheim, GER

Sicherungsschein für verbundene Reiseleistungen gemäß §§ 651r und 651w des Bürgerlichen Gesetzbuchs

Versicherungsschein-Nr.: 406 90 101060756

Bitte beachten Sie: Ein Sicherungsschein ist **keine** Reiserücktrittsversicherung!

Dieser Sicherungsschein gilt für den Buchenden und alle Reiseteilnehmer.

Der Sicherungsschein gilt nur bei Reiseleistungen, die bis zum 01.04.2026 (einschließlich) vermittelt wurden; Beginn oder Beendigung der Reiseleistungen haben dagegen keine Bedeutung für seine Gültigkeit.

Dem Reisenden steht im Fall der Insolvenz der / des

ABC Travel Service
GmbH & Co. KG
Gorxheimer Str. 9
68309 Mannheim

gegenüber dem unten angegebenen Absicherer unter den gesetzlichen Voraussetzungen ein unmittelbarer Anspruch im Sinne des § 651r Absatz 4 des Bürgerlichen Gesetzbuchs zu.

Die Einstandspflicht des Absicherers für die zu erbringenden Leistungen ist auf 1 Million Euro für jeden Insolvenzfall begrenzt. Sollte diese Summe nicht für alle Reisenden ausreichen, so verringern sich die einzelnen Leistungsansprüche der Reisenden in dem Verhältnis, in dem der Gesamtbetrag ihrer Ansprüche zum Höchstbetrag steht.

Bei Rückfragen wenden Sie sich bitte an:
R+V Allgemeine Versicherung AG,
Raiffeisenplatz 1, 65189 Wiesbaden.
Telefon: +49 611 533-5859

Was müssen Sie im Schadenfall tun?
www.reiseschaden.ruv.de



Absicherer:
R+V Allgemeine Versicherung AG,
Raiffeisenplatz 1, 65189 Wiesbaden

R+V Allgemeine Versicherung AG

Alexander Niemeyer *Thomas Marloh*
Alexander Niemeyer Thomas Marloh

R+V Allgemeine Versicherung AG, Vorsitzender des Aufsichtsrats: Generaldirektor Dr. Norbert Rollinger.
Vorstand: Dr. Klaus Endres, Vorsitzender; Jens Hasselbacher, Tillmann Lukosch, Julia Merkel, Marc René Michallet.
Sitz: Raiffeisenplatz 1, 65189 Wiesbaden, Handelsregister Nr. HRB 2188, Amtsgericht Wiesbaden, USt-IdNr. DE 811198334

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