

# TERMS AND CONDITIONS OF TRAVEL AND PAYMENT

## for package holidays and individual tourist services



**These terms and conditions of travel and payment for package holidays and individual tourist services apply to bookings of one or more travel services of FTI Touristik GmbH (hereinafter FTI) and namely for**

### • Package holiday contracts

which also includes travels with special markings as for example „XFTI“, rental cars with included FTI Service Package, cruises, campers and motor homes

and

### • Contracts for individual tourist services

These are to be understood as:

- **Contracts for pure overnight accommodation and lodging services** in hotels, holiday apartments and holiday houses (esp. „hotel only“)
- **Contracts for pure transport services** such as, in particular, flight services (in particular „flight only“ as charter flight, scheduled flight or marked „FFLY“) or transfer services without further travel services
- **Contracts for other individual tourist services** such as, in particular, admission tickets and ski passes

with the following deviations:

**Exclusively for package tours (and not for individual tourist services), the following clauses of the Terms and Conditions of Travel and Payment apply:**

3. (1) Insolvency insurance
6. Passport, visa and health rules
8. Transfer of contract to a replacement person for package holidays
10. (1)a) Withdrawal prior to commencement of travel / compensation

**Exclusively for package tours and only for individual tourist services in the form of contracts for pure flight services (and not for individual tourist services in the form of pure accommodation services and other individual tourist services), the following point of the Terms and Conditions of Travel and Payment applies:**

5. Transport services

**If individual provisions of these travel and payment conditions apply only to package holidays or only to individual tourist services, you will be informed of this at the appropriate point.**

**These terms and conditions of travel and payment generally shall not apply to bookings of hire cars from the „driveFTI“ and „Cars & Camper“ range.**

### 1. Conclusion of the contract

(1) By making a booking (travel application), you are making a binding offer to FTI to conclude a contract for the travel services you request. Bookings via travel brokers such as travel agencies, online pricing portals and mobile travel sales agents as well as directly through FTI all constitute possible booking channels (e.g. written, telephone, online etc.). You will often first receive a confirmation of receipt of your travel application from your travel broker.

(2) Upon receipt of the booking confirmation/invoice from FTI for the travel services you request (at the address or email address you provide) or by your travel broker, the contract between you and FTI will be established.

(3) By making a booking, you are agreeing to margin taxation pursuant to Section 25 of the VAT Act (UStG). Any differing agreements must be confirmed in writing by FTI.

### 2. Restrictions on the carriage of pregnant passengers and children on cruises

Please understand that for safety reasons and due to limited medical care on board the ship, the following transport restrictions apply:

Pregnant passengers who are up to the 21st week of pregnancy at the time of embarkation must present a medical certificate of fitness to travel. From the 22nd week of pregnancy onwards carriage will be refused.

Children under the age of three months at the time

of embarkation will not be carried. On all routes with three or more consecutive days at sea, children must be at least twelve months old at the time of embarkation. Reference is made to the usual restrictions on air travel.

### 3. Insolvency insurance exclusively for package holidays / general terms of payment for package holidays and individual tourist services / withdrawal in case of payment default

(1) When booking a package holiday you will receive a booking confirmation/invoice along with an insolvency insurance certificate (security certification of the travel bond provider Swiss Re International SE, branch office Germany, Arabellastraße 30, D-81925 Munich) for all payments to be made by you for the booked package holiday.

(2) Payments for the booked package holiday subject to the existence of the insolvency insurance certificate referred to under (1) or for booked individual tourist service(s) must be made as follows:

a) Upon receipt of the booking confirmation/invoice, a deposit of 20% of the total price or, for package holidays marked „XFTI“ 40% of the total price, shall be payable immediately. FTI reserves the right to request a higher deposit for certain travel services, of which you will be notified prior to booking.

Premiums for travel insurance booked by you through FTI (see section 17) are payable in full together with the deposit.

The residual amount is payable 30 days before commencement of travel without further notification. For contracts concluded less than 30 days prior to commencement of travel, the total price shall be payable immediately. This shall not apply where FTI has reserved a right of withdrawal pursuant to section 7 (minimum number of participants). In this case, payment shall be payable when the period stated in the pre-contractual information and on the booking confirmation/invoice for exercising the right of withdrawal has expired and the right of withdrawal has not been exercised.

b) You must make payments directly to FTI to the account details provided in the booking confirmation/invoice, unless a collection right of the travel broker is not expressly marked in such booking confirmation/invoice. Where payment is made to FTI directly, the time of its receipt by FTI shall determine whether it was made promptly. All payments should be made stating the transaction number shown on the booking confirmation/invoice.

(3) Where the deposit or final payment is not made in time or in full, FTI reserves the right, following a reminder with a deadline, to withdraw from the contract and to claim compensation in accordance with the cancellation fees pursuant to section 10(2) in combination with the compensation rates notified at the end of these terms and conditions of travel and payment. Separate compensation amounts differing from these shall apply where these were stated in the service description or notified to you prior to booking and listed in the booking confirmation/invoice.

### 4. Essential qualities / change of services / ancillary agreements

(1) The essential qualities of the travel services can be found in the pre-contractual information provided by FTI, such as the service description in the catalogue or the presentation on the operator website on the Internet as well as in the statements referring to this in the booking confirmation/invoice.

Service descriptions in catalogues and on the websites of service providers such as hotels are not binding on FTI.

(2) FTI reserves the right after conclusion of the contract to change any essential qualities of the travel services which do not affect the travel price and to deviate from the agreed content of the contract, if these become necessary after conclusion of the contract and have not been effected by FTI in bad faith. FTI shall only make such a change of service if the changes are minor and do not impact the overall character of the travel services. Any warranty claims remain unaffected. FTI shall inform you of such significant changes of service prior to commencement

of travel immediately upon becoming aware of the reason for the change in a clear, comprehensible and prominent manner on a durable medium.

(3) In the event of a major change to a significant travel service (section 4(2)) or the deviation from special requirements of you, which have become content of the contract, you are entitled to accept the amendment or to withdraw from the contract without penalty within a reasonable period set by FTI or to request participation in another travel service of at least the same value, if FTI is able to offer you a corresponding travel service from its range without any additional cost.

If you do not respond to FTI within the period set, the notified change shall be deemed accepted.

(4) If FTI had lower costs for the performance of the changed travel services or replacement travel with the same quality, the difference will be refunded to you.

(5) Travel brokers are not entitled to confirm ancillary agreements themselves. Where an express confirmation is not given by FTI on the booking confirmation/invoice, requests on the booking application shall only be considered a no-obligation request, for the fulfilment of which no guarantee can be assumed.

### 5. Transport services in the case of package holidays and individual tourist services in the form of contracts for pure flight services

The travel times for the booked flight days shown on the booking confirmation/invoice are for package holidays as well as individual tourist services in the form of pure flight services subject to change pursuant to section 4(2).

### 6. Passport, visa and health rules for package holidays

FTI shall exclusively inform travellers who booked a package holiday about general passport and visa requirements as well as the health requirements of the country of destination including the approximate time limits for obtaining any necessary visa prior to the conclusion of the contract.

Travellers are responsible for obtaining and carrying any necessary travel papers, any necessary immunisations and for adhering to customs and exchange control regulations. You will be liable for any penalties or losses that result from failure to conform to these regulations, for example, payment of withdrawal costs. This shall not apply if FTI has provided insufficient or incorrect information.

FTI shall not be liable for the issue and acquisition of any visas necessary from the respective diplomatic representation if you have commissioned FTI with the procurement of such visas unless FTI culpably infringes its obligations.

### 7. Minimum number of participants / withdrawal due not reaching minimum

If FTI has listed the minimum number of participants in the respective pre-contractual information and on the booking confirmation/invoice as well as the point in time (withdrawal limit 30 days) by which you must be informed of the withdrawal prior to the contractually agreed commencement of the journey, FTI reserves the right to withdraw from the contract because the minimum number of participants has not been reached.

If the travel service is not rendered for this reason, FTI will reimburse you without delay for the cost of travel you have paid.

FTI also reserves the right to set a different withdrawal period for certain travel services, of which you will be informed prior to booking in such a case.

### 8. Transfer of contract to a replacement person for package holidays

The traveller has the statutory right within the framework of a package holiday to request from FTI by way of notification on a durable medium that a third party replace them in their rights and obligations stemming from the package holiday contract. Such a declaration shall be promptly received if received by FTI 7 days prior to commencement of travel. FTI may object to the replacement if the third party does not meet the contractual travel require-

ments. If the third party replaces the traveller in the package holiday contract, they and the traveller shall have joint and several liability towards FTI for the travel price and for the additional costs incurred by FTI (e.g. on the part of the service provider) as a result of the participation of the third party (e.g. the need to book another fare category for flight tickets, ticket issuing costs). FTI shall charge an administration fee of €30 for substitutions.

### 9. Rebooking / name correction

(1) At your request, FTI will make changes to package holidays or individual tourist services, unless excluded below, regarding the travel date, travel destination, the departure location the accommodation or the means of transportation or in case of individual tourist services a change of the traveller (rebooking) once, subject to availability, up to 30 days prior to departure.

In addition to the new travel price resulting from the rebooking, an administration fee of €30 per person shall apply. No administration fee shall be payable for rebookings of rental cars up to commencement of the rental period.

If additional costs are incurred by the service provider as a result of the change (e.g. ticket issuing costs etc.), these shall be charged separately.

If the rebooking results in the cancellation of an essential travel service (hotel, flight etc.), the fixed cancellation charge pursuant to section 10(2) shall be charged.

The rebooking is excluded for the following travel services:

- package holidays: package holidays with scheduled flights, package holidays marked „XFTI“, cruises, round trips of any kind, campers and motor homes
- individual tourist services: flights only marked „FFLY“, other individual tourist services such as entrance tickets, transport tickets and other tickets
- travel services, for which the separate cancellation fee is agreed.

This shall not apply if the rebooking is necessary because FTI has not provided you with any, insufficient or incorrect pre-contractual information. In this case, rebookings can be made free of charge.

(2) For a subsequently required correction or addition of the name due to a misrepresentation by the applicant/traveller or due to the subsequent change of the name of the traveller an administration fee of €30 per person will be charged. Evidence that no or substantially lower costs have been incurred remains reserved to the traveller. Additional costs incurred as a result of the correction / addition of the name (for example reissue of scheduled flight tickets) are passed on to the traveller.

### 10. Withdrawal prior to commencement of travel / compensation

(1) You are entitled to withdraw from the contract at any time prior to commencement of travel. The withdrawal must be declared to FTI. If the travel service was booked through a travel broker, the withdrawal can also be made to them.

a) In case of a withdrawal from package holidays, FTI shall be entitled to appropriate compensation insofar as FTI is not responsible for the withdrawal or if extraordinary circumstances do not occur at the place of destination or in the immediate vicinity thereof which significantly affect the performance of the travel service or the transportation of persons to the place of destination; circumstances are unavoidable and extraordinary if they are out of the control of FTI and their circumstance could not have been avoided even if all reasonable precautions had been taken.

The time of commencement of the first contractual package holiday service shall count for the calculation of compensation. This point in time shall also apply as the date of commencement of travel for all other services.

b) In case of a withdrawal from individual tourist services, FTI shall be entitled to appropriate compensation insofar as FTI is not responsible for the withdrawal. The time of commencement of each contractual individual service shall count for the calculation of compensation. For multiple individual travel services, the cancellation fees shall be calculated individually and then added.

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(2) FTI shall exercise the option to charge a lump sum for its claim to compensation in consideration of the period between the declaration of withdrawal and the commencement of travel, the anticipated saving from applications of the travel organiser FTI and the anticipated profit resulting from any other use of the travel service. Unless notified otherwise pre-contractually and otherwise stated within the scope of the booking confirmation/invoice, the periods and compensation amounts stated at the end of these terms and conditions of travel and payment shall apply for the lump-sum compensation.

(3) You have the right to demonstrate that FTI has not suffered any loss or only a slight loss. In these cases, the calculation of compensation shall be made on a case-by-case basis.

(4) If the travel service does not take place or if individual travel services are not used, which FTI was willing and able to provide as per the contract, the claim to payment of the full travel price shall remain.

In this case, FTI endeavour to obtain any saved expenses from the service providers where services are not used. Where such savings are reimbursed to FTI, FTI shall also reimburse these to you.

### 11. Identity of operating air carrier

Pursuant to EU Regulation No. 2111/05, FTI hereby makes reference to the obligation of the tour operator to inform you of the identity of the operating air carrier for all transportation services for the outward and return flights prior to conclusion of the contract, where the air carrier is already known prior to the conclusion of the contract. In this respect, we refer to the relevant service description concerning the air carriers used. Where the identity of the air carrier is not yet known, we shall inform you prior to concluding the contract about the air carrier that is expected to operate the flight. Once the air carrier is known, we shall ensure that you are informed of this as soon as possible. This also applies in case of any changes to the air carriers operating the flight.

### 12. Notice of defects and redress / termination

(1) If the travel service is not provided free of defects, you as the traveller may seek redress from the tour operator FTI. As such, you are obliged to notify the defect to the contact person notified to you in the travel documents in order to seek redress. Culpable failure to notify the defect to that contact person may result in you losing your right to make any claims for these defects (price reduction, compensation) against FTI.

(2) If the travel service is significantly impacted by a travel defect, the traveller may terminate the contract where FTI has failed to provide redress within an appropriate period set by the traveller. It is not necessary to set a deadline if the redress is not possible, refused by FTI or if immediate redress is necessary.

(3) Regardless of the immediate notification of the defect locally, any claims to price reductions/compensation must be made to FTI. This notice of claim may also be made through your travel broker. The written form is recommended.

### 13. Dispute settlement procedures before a consumer arbitration board

FTI is not obliged to participate in dispute settlement procedures before a consumer arbitration board nor shall it participate in dispute settlement procedures before a consumer arbitration board.

### 14. Liability restriction

The contractual liability of FTI for damages that are not physical injury and are not caused culpably is limited to three times the travel price. Any claims beyond this on the grounds of an applicable international treaty or regulations based on these shall remain unaffected by the liability restriction.

### 15. Information on liability restriction in international air transport

The liability for transportation in international air carriage in the event of death or physical injury of

travellers, of delays to travellers and/or luggage and of the destruction, loss or damage of luggage is subject to the Warsaw Treaty or the Montreal Convention.

### 16. Information on the liability of carriers of passengers by sea in the event of accidents

The liability of the carrier of passengers by sea in the event of death or physical injury of passengers, the loss of or damage to luggage, the loss of or damage to valuables and for passengers with reduced mobility, in the event of loss of, or damage to, mobility equipment or other specific equipment is subject to Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents.

### 17. Travel insurance

Unless expressly stated otherwise, the travel price does not include travel insurance. We recommend taking out insurance coverage for cancellation costs, travel liability insurance, health and accidents.

Where FTI or your travel broker offer travel insurance, this only constitutes a brokerage service. The insurance contract shall be between you and the stated travel insurer only. Claims can only be made directly to the insurer. The premiums for insurance policies are not part of the travel price and are payable immediately upon concluding the insurance. You may not withdraw from insurance contracts.

### 18. Data protection

The personal data, that you provide to the tour operator FTI, will be processed and used electronically as far as it is necessary for the establishment, implementation or termination of the travel contract and customer service. FTI complies with the provisions of the GDPR in the collection, processing and use of personal data.

### 19. Your contract partner:

**FTI Touristik GmbH**  
**Address: Landsberger Strasse 88,**  
**80339 Munich, Germany**  
**Telephone: +49 (0)89 2525 1090**  
**E-mail: info@fti.de**  
**AG (District Court) Munich, HRB 71745**

### Re. section 10(2):

### Compensation amounts for travel services of FTI Touristik GmbH

The compensation amounts for package holidays, individual touristic services and other individual touristic services mentioned in section 10(2) are as follows.

#### A. Individual compensation amounts

Separate compensation amounts differing from those stated below apply where these were stated in the service description of the respective travel service(s) or notified to you prior to booking and listed in the booking confirmation/invoice.

#### B. Compensation amounts for package travel services

##### B.1. All package travel services for which the following paragraphs B.2. and B.3. do not apply:

Up to the 30th day prior to commencement of travel	25%
From the 29th - 22nd day prior to commencement of travel	30%
From the 21st - 15th day prior to commencement of travel	45%
From the 14th - 10th day prior to commencement of travel	60%
From the 9th - 4th day prior to commencement of travel	80%
From the 3rd day prior to commencement of travel to departure	85% of the travel price.

##### B.2. Package travel service with included scheduled flight and package travel service marked „XFTI“:

Up to the 30th day prior to commencement of travel	40%
From the 29th - 22nd day prior to commencement of travel	55%
From the 21st - 15th day prior to commencement of travel	65%
From the 14th - 10th day prior to commencement of travel	70%
From the 9th - 4th day prior to commencement of travel	80%
From the 3rd day prior to commencement of travel to departure	90% of the travel price.

##### B.3. Package travel service rental cars with included FTI Service Package:

Rental cars not in the "driveFTI" or „Cars & Camper“ range, up to 24 hours before commencement of the rental period: free.  
 The compensation amounts listed under B.1. apply to campers and motor homes.

#### C. Compensation amounts for Individual tourist service(s)

##### C.1. Individual overnight accommodation and lodging service(s) such as „hotel only“, „holiday home only“ and „holiday apartment only“ and day trips with or without tour guide:

Up to the 30th day prior to commencement of travel	25%
From the 29th - 22nd day prior to commencement of travel	30%
From the 21st - 15th day prior to commencement of travel	45%
From the 14th - 10th day prior to commencement of travel	60%
From the 9th - 4th day prior to commencement of travel	80%
From the 3rd day prior to commencement of travel to departure	85% of the travel price.

##### C.2. Individual air transport service(s) („flight only“) as charter flights and as flights marked „FFLY“:

Up to the 30th day prior to commencement of travel	50%
From the 29th to the 4th day prior to commencement of travel	75%
From the 3rd day prior to commencement of travel to departure	85% of the travel price.

##### C.3. Individual air transport service(s) („flight only“) as scheduled flights, intercontinental flights, trans-pacific flights and domestic flights in the country of destination:

The terms and conditions of the air carrier depending on the flight and fare category you select shall be notified to you by the booking agent prior to booking the selected flight fare.

##### C.4. Other individual transport service(s): Ferry trips, bus, private and group transfers, limousine services, transport tickets/passes (e.g. underground, train, bus):

Up to the 30th day prior to commencement of travel	25%
From the 29th - 22nd day prior to commencement of travel	30%
From the 21st - 15th day prior to commencement of travel	45%
From the 14th - 10th day prior to commencement of travel	60%
From the 9th - 4th day prior to commencement of travel	80%
From the 3rd day prior to commencement of travel to departure	85% of the travel price.

##### C.5. Other individual tourist service(s): Concert, opera, theatre, musical tickets, ski passes, green fees, city tours, entrance tickets for museums, wellness packages:

These travel services are not subject to the fixed cancellation fees. The amount of compensation shall be determined according to statutory rules in consideration of the value of the expenses saved by FTI and those gained by any other use of the travel service by FTI.