

## **TRAVEL CONDITIONS FOR PACKAGE TOURS OF STC SWITZERLAND TRAVEL CENTRE AG (GERMANY)**

### **1. SCOPE OF APPLICATION, CONTRACTING PARTY**

- 1.1 All contracts relating to your participation in our package tours (hereinafter also referred to as "Travel") between us (hereinafter referred to as "Tour Operator") and you (hereinafter referred to as "Traveller", "Travel Participant") shall be governed exclusively by these Travel Conditions.
- 1.2 The inclusion of conflicting contractual terms will be objected to, unless we have agreed otherwise.
- 1.3 These travel conditions take precedence over the statutory provisions, in particular §§ 651a et seq. BGB and 250, 252 EGBGB, which supplement Apply.
- 1.4 These travel conditions do not apply for booking **Individual services** (e.g. only flight, only bus, only hotel, only holiday home) and **arranged travel services**. These bookings are subject to our separate terms and conditions of accommodation, transport or placement.

### **2. BOOKING AND BOOKING CONFIRMATION**

#### **2.1 Pre-contractual information**

- a) Tenders, advertising and information that we provide to you in advance of a booking, e.g. on our website or in brochures, do not constitute a binding offer to conclude a contract, but merely provide information about our travel and booking options and represent an invitation to submit a contractual offer to us.
- b) Information in third-party catalogues is non-binding for our service description and only becomes part of the contract if it is expressly confirmed by us.
- c) You can always request information from us to prepare a booking request. However, there is no entitlement to receive information prior to booking.
- d) You will receive pre-contractual information at the same time as the transmission of these terms and conditions as well as a **Form**, which informs you of your rights in the event of a contract being concluded.

#### **2.2 Booking details and persons making the booking**

- a) You are obliged to provide complete and truthful information at the time of booking. **Data**, e.g. with regard to your contact details. A failure to do so can be counted as contributory negligence.
- b) At **Booking of minors** a booking by a legal representative of the minor or the enclosing of his or her declaration of consent is required for the booking to be binding.
- c) You are responsible for the contractual obligations of all **Fellow** for which you make a booking and have agreed to do so at the time of booking.

#### **2.3 Booking Channels, Booking Request and Booking Confirmation**

- a) Her **Travel booking** can be made by any means of booking, e.g. verbally, in writing, electronically, by e-mail or by post. We recommend booking via e-mail or via the online booking tool on our website.

- b) The booking always requires a booking request from you ("**Booking**") and a declaration of acceptance ("**Booking confirmation**") by us (so-called "Confirmation Booking System"), unless an available real-time booking system (Section 2.2.e) is used.
- c) Your booking stops **binding offer** to conclude a package travel contract. It is carried out on the basis of the previously transmitted travel data as well as with the acknowledgement of these contractual conditions and with knowledge of the form. You are connected to your booking **5 business days bound**.
- d) Your booking request is made **electronic**, e.g. via our **Online-Buchungstool** or a **App**, the electronic booking process will be explained to you there. You have the option of correcting individual or all entries or cancelling the booking process altogether at any time. If we store contract texts so that you can retrieve them later, an explicit notice will be given. Your booking request is only binding if you have clicked the button with the wording "**Book with obligation to pay**" or a comparable formulation.
- f) If you do not receive a booking confirmation immediately after your booking, only a **Electronic confirmation of receipt**, it initially only confirms receipt of your (online) booking request, but does not yet constitute a binding booking confirmation. In this case, the conclusion of the contract still depends on the booking confirmation by us. There is no entitlement to receive a booking confirmation.
- g) The transmission of the **Confirmation** is done in text form on a durable data carrier (e.g. via e-mail) with simultaneous transmission of the security certificate, whereby the package travel contract is binding. The date of conclusion of the contract is determined by the receipt of the booking confirmation by you.
- h) If we do not confirm your booking within 5 working days, the **Travel participation as rejected**. You are then no longer bound by your booking declaration.
- e) Will you be able to **Confirmation** immediately after pressing the button "**Book with obligation to pay**" transmitted electronically by means of a screen display (so-called "**Real-time booking system**"), the contract is concluded upon receipt of the booking confirmation on the administrative interface of your screen, without the need for a confirmation of receipt if you are given the opportunity to save and print the booking confirmation. However, the validity of the conclusion of the contract does not depend on the actual storage and printing of the booking confirmation by you.
- i) One **Booking confirmation in paper form** In accordance with Article 250 § 6 paragraph 1 of the Introductory Act to the German Civil Code (EGBGB), we only prepare a contract when the contract is concluded with the simultaneous physical presence of the contracting parties or when concluding a contract outside business premises (§ 312b BGB). In the case of booking minors, we will send the booking confirmation to the minor's legal representative. The booking confirmation contains the payment plan and payment terms and is also your invoice.
- j) The **Correctness** The personal data contained in the booking confirmation (e.g. name, e-mail address) and the details of the booked trip must be checked by you immediately (in the case of minors by the legal representative). Any errors (e.g. misspelled name) must be reported to us immediately. In particular, it must be ensured that the e-mail address provided is correct and capable of receiving e-mails without restriction. If SPAM filters are

used, the possibility of delivery must be ensured. A failure to do so could be counted as contributory negligence.

k) If we use your **Booking only under Deviations** of your offer in your booking enquiry, we will confirm your booking by means of a booking confirmation setting out the discrepancies. Our booking confirmation, which differs from your booking, is considered a new offer with which we offer you travel participation under deviations. We are bound to this offer for 3 working days. If you do not accept this amended offer within 3 working days, the offer will expire and no contract for your travel participation will be concluded. Your acceptance of the booking in case of deviations can be made by express declaration to us or by timely transfer of the deposit.

2.4 If **Minimum and maximum number of participants** apply to a booking, they will be depending on the trip and can be found in the pre-contractual information, among other things. Information on this will always become part of the contract, unless we have agreed otherwise. If the minimum number of participants is not reached, Clause 11.2 shall apply.

## 2.5 Information on the right of withdrawal

a) **We would like to point out that in the case of distance contracts (Section 312c (1) sentence 1 of the German Civil Code), i.e. if you submit your contractual declaration using means of distance communication (e.g. conclusion of the contract via e-mail, telephone, letter, Internet), you do not have a statutory right of revocation in accordance with Section 312 (7) of the German Civil Code.**

b) **However, the contract can be revoked in exceptional cases if you book the package tour as a consumer and the conclusion of the contract took place with the simultaneous presence of the contracting parties outside business premises (§ 312 paragraph 7, 312g paragraph 1 BGB). However, there is also no right of revocation in this case if the oral negotiations on which the conclusion of the contract is based were conducted on your previous order (i.e. on your initiative) (Section 312 (7) of the German Civil Code).**

c) If there is no right of withdrawal, you only have the statutory rights of withdrawal and termination.

## 3. SCOPE OF SERVICES, OUR CONTRACTUAL OBLIGATIONS AS A TOUR OPERATOR

3.1 We will ensure that the contractually agreed travel services are procured, in particular that the trip is carried out in an orderly manner, appropriate accommodation and meals if necessary, as well as the agreed supporting programme. The specific scope of services is determined by the individual agreements made during the booking, which are recorded in the booking confirmation. We are entitled to provide the contractual services through service providers who are legally our vicarious agents and are carefully selected by us.

3.2 A certain success of the trip or a certain type or quality of the individual travel services is only owed if this is expressly assured.

3.3 Before concluding the contract, we will inform you about general passport and visa requirements as well as health formalities of the country of destination (e.g. mandatory vaccinations and/or certificates for the negative detection of certain pathogens), including the approximate deadlines for obtaining any necessary visas as well as any changes in this regard (Article 250 § 3 EGBGB).

#### 4. YOUR OBLIGATIONS TO COOPERATE AND CONDUCT AS A TOUR PARTICIPANT, HEALTH REGULATIONS, OBLIGATIONS IN THE EVENT OF TRAVEL DEFECTS AND BAGGAGE PROBLEMS

- 4.1 You undertake to participate in the trip and to arrive at the respective location of the trip on time and on time. You must inform us or your travel agent if you do not receive your travel documents (e.g. a hotel voucher) within the period notified by us. A failure to do so can be credited to you as contributory negligence if we could assume that you had received the documents.
- 4.2 You are solely responsible for verifying that your medical condition allows you to participate in the trip. You are responsible for ensuring that your **Travel** (e.g. passport, visa, health certificates) are up-to-date and valid, as well as ensuring that customs and foreign exchange regulations are complied with. They are responsible for any insurance, vaccination and infection protection required by law or the authorities. It is recommended to inform oneself in good time about sensible vaccination and infection protection that goes beyond section 3.3.
- 4.3 Should **Travel defects** you can assert your rights in accordance with § 651i BGB. You are obliged to report any defects immediately to our contact point or our local representative or your travel agent, i.e. your booking office, and to demand remedy within a reasonable period of time. Upon your request for remedy, we or our representative will try to remedy the justified defect by providing an equivalent or a higher-quality substitute service. We may refuse to remedy if it is impossible or would involve disproportionate costs, taking into account the extent of the defect and the value of the service concerned. In this case, we will offer an appropriate replacement service if the defect affects a significant part of the services. If we are unable to remedy the situation due to culpably omitted or delayed request for remedy, you have no right to a reduction in travel prices, damages or reimbursement of expenses in accordance with §§ 651m and 651n of the German Civil Code (§ 651o of the German Civil Code). If we do not provide a remedy within a reasonable period of time, you can only terminate the package travel contract after the expiry of the period in accordance with the statutory provisions if the package tour is significantly impaired by the defect. It is recommended to declare the termination in writing or via e-mail. It is not necessary to set a deadline if we refuse to remedy or if immediate remedy is necessary. In the event of termination by you, we retain the right to the agreed travel price with regard to the services already provided and those still to be provided until the end of the package tour. Claims arising from a defective trip become statute-barred within a period of 2 years after the contractually stipulated termination of the trip.
- 4.4 For a possibly **Independently organized arrival** , we recommend that you only book flights that can be rebooked free of charge or at low cost and that you allow a considerable amount of time for connecting flights. In your own interest, we recommend that you wait before booking flights and/or trains until a reliable prognosis can be made about the fact that the trip will take place.
- 4.5 We would like to point out that you **Baggage loss, damage or delay in connection with air travel** both to us and to the responsible airline with a notice of damage ("P.I.R.") in order not to jeopardize claims for damages. Otherwise, refunds based on international agreements may be refused by us and the airline. The damage report must be made within 7 days after baggage has been handed over in the event of damage to baggage or within

21 days in the event of baggage delay, which is why we recommend that you report it at the destination airport.

## **5. PAYMENT TERMS, DEPOSIT**

- 5.1 In the case of a package tour, we will only demand and accept the deposit and final payment from you before the end of the package tour if a valid insolvency protection contract exists and a security certificate has been handed over to you or sent to you electronically (§ 651t BGB) and the trip can no longer be cancelled due to failure to reach the minimum number of participants (Sections 2.3 and 11.2).
- 5.2 Upon receipt of the booking confirmation/invoice (section 2) and the security certificate, you pay a **10% deposit** on the agreed travel price. Costs for travel insurance taken out must be paid additionally. The deposit will be credited against the total tour price of the trip. The **Balance is 30 days** due for payment before the contractually agreed start of the trip.
- 5.3 If the booking is less than 30 days before the contractually agreed start of the trip, the total amount is due immediately upon receipt of the booking confirmation.
- 5.4 Cancellation penalties, rebooking fees and other fees are due for payment immediately.
- 5.5 At **Default** after the due date, we are entitled to withdraw from the contract and charge you with cancellation costs, the amount of which is based on the lump sum compensation in accordance with Section 10. This does not apply if we ourselves are not willing and able to properly perform the contractually agreed service, have not fulfilled our statutory information obligations, or if you are entitled to a statutory or contractual right of retention or if you are not responsible for the default of payment.
- 5.6 In cases in which a lump sum compensation is to be paid by us in accordance with Section 10 after your withdrawal, this compensation will be offset against your deposit. Differences are due upon invoicing.
- 5.7 The recipient of payment is exclusively the tour operator if we have issued a booking confirmation/invoice. Only we can be relieved of debt.
- 5.8 Travel documents will be sent to the address or e-mail address provided at the time of booking, usually approx. 21 days before the start of the trip.

## **6. PRICES, PRICE INCREASES AND PRICE DECREASES**

- 6.1 Unless otherwise stated, the prices quoted are valid as final prices in euros and gross.
- 6.2 For age-related prices, the age of the traveller or fellow traveller on the last day of the trip applies. Discounts can only be taken into account if the age was specified at the time of booking.
- 6.3 We reserve the right to **unilateral increase in the travel price** between the conclusion of the contract and the start of the trip, if the increase results from an insignificant
- (a) an increase in the price of passenger transport due to higher costs for fuel or other energy sources;
  - (b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport fees, or

(c) results in a change in the exchange rates applicable to the package in question;

provided that the increase does not exceed 8 percent of the travel price. In this case, the travel price shall increase to the extent that the change in the prices, duties or exchange rates mentioned affects the travel price per person measured against the calculation rates used at the time of conclusion of the contract. This means, for example, that if the costs are increased in relation to the individual seat or in relation to the fee per capita, the increase amount can be demanded from you, in the event of an increase in the costs related to the entire means of transport, the costs are only divided by the seats and only the increase in relation to your seat can be demanded from you. We will inform you clearly and comprehensibly on a durable medium (e.g. via e-mail) about the price increase and its reasons and inform you of the calculation of the price increase. A price increase is only effective if it meets the above requirements and you are informed no later than 20 days before the start of the trip. If a price increase is demanded later, it is invalid.

6.4 We would like to point out that you are also entitled to a reduction in the travel price if and to the extent that the aforementioned prices, duties or exchange rates have changed between the conclusion of the contract and the start of the trip and this leads to lower costs for us. If you have paid more than the amount owed hereunder, we will refund you the additional amount. From the additional amount to be reimbursed, we will deduct the administrative expenses actually incurred by us, the amount of which we will prove to you on request.

6.5 If the reserved price increase exceeds 8 percent of the travel price, there is a significant price change that we cannot unilaterally make. However, we can provide you with an appropriate **Offer a price increase** and request that you either accept the offer to increase the price or withdraw from the contract within a period specified by us, which must be reasonable. The offer to increase the travel price by us cannot be made to you later than 20 days before the start of the trip. If a price increase is offered later, it is invalid. After the expiry of the period specified by us, the offer to increase the price shall be deemed to have been accepted. In the event of your withdrawal, Section 651g (3) of the German Civil Code (BGB) applies.

## 7. **CHANGES IN PERFORMANCE**

7.1 We also reserve the right to use unilateral **insignificant contract changes** which do not concern the travel price, provided that they serve to maintain the trip and the change is objectively justified due to circumstances that occurred after the conclusion of the contract and are beyond our control and cannot be expected of you due to the lack of disadvantage and because of its insignificance. We will inform you of the amendment to the contract immediately after becoming aware of the reason for the change on a durable data carrier (e.g. via e-mail) in a clear and understandable manner.

7.2 **Significant deviations** We cannot unilaterally determine essential characteristics of the travel service or special requirements by you that have become part of the contract. However, we may offer you a corresponding amendment to the contract and require that you either accept the offer to amend the contract or withdraw from the contract within a period of time determined by us, which must be reasonable. The submission of an offer for a significant change to the contract after the start of the trip is invalid. After the expiry of the period specified by us, the offer to amend the contract shall be deemed to have been accepted. In the event of your withdrawal, Section 651g (3) of the German Civil Code (BGB) applies.

## 8. TRANSFERS

We will try to comply with change requests after conclusion of the contract, e.g. regarding the travel date, accommodation, type of meals, other services ("rebookings"), but there is no entitlement to the implementation of desired changes. In the event of a successful rebooking, **rebooking fees are to be paid in accordance with the overview referred to in section 17**.

## 9. NON-USE OF INDIVIDUAL SERVICES

If you do not make use of individual services for reasons that lie exclusively in your person (e.g. illness or impediment, early return) and are not our responsibility or are not justified by statutory rights of withdrawal or termination, there is no entitlement to a pro rata refund of the travel price, provided that we were willing to provide the services properly. Reference is made to point 10.7.

## 10. RIGHT OF WITHDRAWAL, LUMP SUM COMPENSATION

- 10.1 **You can choose at any time before the start of the trip** subject to the following conditions **withdraw from the contract. Determinations** We recommend that you declare your withdrawal to us in writing or by e-mail.
- 10.2 If you withdraw from the contract before the start of the trip, we will lose the claim to the agreed travel price, but we can cancel a **appropriate compensation** for arrangements and expenses made, unless your withdrawal is our responsibility or unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity that significantly impair the implementation of the package tour or the transport of persons to the destination. Circumstances are unavoidable and extraordinary if they are not under the control of the party relying on them and their consequences could not have been avoided even if all reasonable precautions had been taken.
- 10.3 We have adequate **Lump sum compensation** which is calculated according to the period between the receipt of your declaration of withdrawal and the start of the trip, the expected savings in expenses and the expected acquisition through other use of the travel services in a percentage ratio to the total travel price **in accordance with the table referred to in paragraph 17**.
- 10.4 You always reserve the right to prove that we have incurred no or lower compensation costs. We also reserve the right to demand a higher, specifically calculated compensation instead of the above lump sum compensation and will specifically quantify and substantiate this, taking into account saved expenses and less what we acquire through other use of the service. In this case, a lump sum compensation is not considered to be contractually stipulated.
- 10.5 We will refund any payments made on the travel price that exceed the compensation to be paid immediately, at the latest within 14 days of your withdrawal, unless you wish to participate in another trip ("alternative trip") for which we can offer capacities. In this case, we will offset payments made against the replacement trip.
- 10.6 Your right in accordance with § 651e BGB to name a third party as a substitute traveller to whom the package travel contract is transferred on a durable data carrier (e.g. via e-mail) at the latest 7 days before the start of the trip remains unaffected. We can object to the entry of the third party if he or she does not meet the contractual requirements. In the

event of a transfer, you and the third party shall be jointly and severally liable for the travel price and the reasonable additional costs arising from the transfer of the contract.

- 10.7 We would like to draw attention to the possible conclusion of a **Travel cancellation insurance** or an insurance company to cover the costs of assistance, including repatriation in the event of accident, illness or death (Article 250 § 3 of the Introductory Act to the Civil Code), which can cover the lump sum compensation within the framework of the insurance conditions and recommend taking out travel cancellation and trip interruption insurance. We also recommend that you ensure that you have sufficient health, accident and liability insurance coverage.

## **11. CANCELLATION OF THE TRIP DUE TO UNAVOIDABLE, EXTRAORDINARY CIRCUMSTANCES OR FAILURE TO REACH THE MINIMUM NUMBER OF PARTICIPANTS**

- 11.1 We can withdraw from the contract before the start of the trip if we are prevented from fulfilling the contract due to unavoidable, extraordinary circumstances (Clause 10.2). We will declare the withdrawal immediately after becoming aware of the reason for withdrawal.
- 11.2 If the minimum number of participants according to section 2.3 is not reached, we are entitled to withdraw from the trip. We will inform you as soon as it becomes apparent that the minimum number of participants cannot be reached, but no later than 20 days before the start of the trip.
- 11.3 In the event of our withdrawal for the above reasons, you are entitled to a refund of payments already made on the travel price, but not to additional compensation. In the event of cancellation, payments already made will be refunded immediately, but in any case within 14 days of the cancellation, unless you wish to participate in another trip (alternative trip) for which we can offer capacities. In this case, a rebooking will be made to the replacement trip and payments already made will be offset against the replacement trip.

## **12. LIMITATION OF LIABILITY, LIABILITY INSURANCE**

- 12.1 Your contractual claims for damages are limited to three times the travel price, provided that no bodily injury or damage due to injury to life or health is to be compensated and these were not culpably caused by us. Claims under the Montreal Convention and the Air Traffic Act that go beyond this remain unaffected.
- 12.2 There is no liability for the timely issuance of passports or visas applied for, even if we are commissioned to procure them, unless we have culpably violated our own contractual obligations. We are only liable for damages or disadvantages resulting from the disregard of requirements in accordance with Section 4.2 if we have culpably violated our own information obligations.
- 12.3 We are not liable for damages in connection with brokered third-party services (e.g. arranged excursions, accommodation, rental cars, events, exhibitions), insofar as these third parties clearly do not provide contractually agreed services and have been marked as third-party services (e.g. by specifying the contractual partner of the third party in the service description and booking confirmation). However, we are liable if we violate our own duties to inform, inform or organize. §§ 651b, 651c, 651w of the Civil Code remain unaffected by this.



### **13. INFORMATION ON THE IDENTITY OF THE OPERATING AIR CARRIER**

13.1 If at least one flight is part of the package, we will inform you as a passenger of the identity of all operating carriers at the time of booking in accordance with Regulation (EC) No 2111/2005. If the operating air carrier has not yet been determined at the time of booking, we will inform you of the identity of the air carrier that is likely to operate. As soon as the identity of the operating air carrier has been established, we will inform you of this. If the operating air carrier changes after the booking has been made, we will inform you immediately of the change.

13.2 An up-to-date list of air carriers that have been subject to an operating ban in the EU ("EU Air Safety List", formerly: "Airline Blacklist") can be found on the following website: [https://transport.ec.europa.eu/transport-themes/eu-air-safety-list\\_de](https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_de)

### **14. CLAIM REGISTRATION, REFERENCE TO COMPLAINT PROCEDURE VIA ONLINE DISPUTE RESOLUTION**

14.1 Claims arising from the travel contract must be asserted against us:

#### **STC Switzerland Travel Centre AG**

Binzstrasse 388045 Zürich, Schweiz Telefon: +41 43 210 55 00

E-Mail: [info@stc.ch](mailto:info@stc.ch)

If you book through an intermediary booking office, this can also be contacted out of court. As a rule, the booking office in Germany is:

#### **Switzerland Travel Centre GmbH**

Stammheimer size 10

D - 70806 Kornwestheim

14.2 Claims can only be filed against us. Service providers, tour guides or flight or counter staff are neither entitled to accept claims nor to acknowledge claims.

14.3 Reference is made to the European Commission's platform for online dispute resolution (ODR) for consumers: <https://ec.europa.eu/consumers/odr>. We do not participate in a voluntary dispute resolution procedure before a consumer arbitration board and are not obliged to do so.

### **15. PRIVACY**

Personal data that you provide to us will be processed and used electronically insofar as this is necessary for the performance of the contract. All personal data will be processed in accordance with the applicable data protection regulations and will only be passed on if this is necessary to carry out the trip or due to mandatory legal regulations or official measures. Further information on the handling of personal data can be found in the privacy policy on our website.

### **16. CHOICE OF LAW, JURISDICTION AGREEMENT, FINAL PROVISIONS**

16.1 This legal and contractual relationship, including the form in which it is concluded and all rights and obligations arising from it, is subject to German law insofar as you have your habitual residence in Germany, in another member state of the EU or in Switzerland. In this case, mandatory protective provisions of the country in which you have your habitual residence remain applicable, unless you are acting in the exercise of your commercial or

self-employed professional activity ("consumer"). If you do not have your habitual residence in a member state of the EU or Switzerland, German law applies exclusively.

- 16.2 Unless you are a consumer, you can only sue us at our registered office. The place of jurisdiction at our registered office is also agreed for actions against persons who have their domicile or habitual abode abroad or whose domicile or habitual abode is unknown at the time of the action.
- 16.3 Should individual provisions of this agreement be invalid or unenforceable in whole or in part, this shall not affect the validity of the remainder of this agreement.

## **17. COMPENSATION LUMP SUMS AND REBOOKING FEES**

The overview of our compensation lump sums in accordance with section 10 as well as the overview of our rebooking fees in accordance with section 8 can be found in the following **Enclosure**.

© These terms and conditions are protected by copyright. As of: 12/2024

### **ORGANIZER:**

**STC Switzerland Travel Centre AG**  
Binzstrasse 388045 Zürich, Schweiz

Telefon: +41 43 210 55 00

Email: info@stc.ch

Managing Director: Michael Maeder

Chairman of the Board of Directors: Thomas Allemann

Commercial Register Number: CH-020.3.020.405-6 Commercial Registry Office of the  
Canton of Zurich VAT No.: CHE-104.100.807 VAT

### **APPENDIX Rebooking Fees (Supplement to Sections 8, 17 of our Terms and Conditions)**

### **APPENDIX Compensation Lump Sums (Supplement to Sections 10, 17 of our Terms and Conditions)**