

General Terms and Conditions

Dear guest, we are very happy that you wish to spend your holiday in Calw.

To meet the requirements and in order to create a reliable basis between you and us so that you may start out on your well-deserved holiday with your mind set at ease, we would like to ask you to please examine the following general travel terms and notes. They apply supplementary to the provisions laid down in §§ 651 a and following of the German Civil Code ('BGB').

1. Travel Programme and Travel Price

The travel-related services included in the travel price are specified in the text of the offering.

We hereby reserve the right to effect price changes after the conclusion of the contract if the scheduled date of trip departure is later than 4 months after conclusion of the contract.

In the event that the travel price is increased by more than 10 %, you have the right to terminate the contract without incurring any costs within a time period of 10 days after notification of the change in price.

2. Booking and Confirmation {Conclusion of the Travel Contract}

Bookings shall be made in writing, verbally or by way of telephone. They shall be valid for the person making the booking as well as for all and any persons mentioned in the booking form and the person making the booking shall be liable for both the fulfilment of his own obligations ensuing from the contract and the fulfilment of the obligations of those other persons if he expressly assumed such obligation by separate declaration.

The travel contract shall be deemed to have come about by our booking acceptance. The acceptance shall not be subject to any specific form requirements.

After indicating your booking request, you will receive our booking confirmation. If the contents of our confirmation deviates from the contents of your reservation such deviation shall be binding on us for a duration of 10 days. The contract shall only be brought about on the basis of this new offer if you accept it within the 10-day period.

3. Operator / Agent

If we only act as agent of services, the contract shall be brought about between you and the respective service suppliers described in the brochure.

If we act as an operator the contract shall be brought about between you and us.

We shall be deemed the operator if, by combining various services offered by third parties, we offer a new and independent full service (e.g. a package tour) and execute the same in our own name and for our own account.

4. Payment

After travelling here on your own, payment of the package tours organised by us shall be effected at the Calw Tourist Office. Here you will also be provided with the vouchers for the individual services described in the brochure. If you arrive on a weekend the vouchers will be deposited at the accommodation already confirmed to you. Payment shall then be effected on the next working day at the Calw Tourist Office.

If you make particular bookings at your accommodation, the specific payment terms of the respective contractual parties shall apply.

5. Change of Services

We shall be entitled to deviate from individual services which are part of the contract if such deviations are not substantial and do not impair the overall form or nature of the booked trip. All and any warranty claims shall be unaffected thereby should any defaults in the performance of the changed services occur.

6. Termination by the Customer, Change of Booking, Substitute Participant

6.1 Termination

You may terminate the contract at any time prior to trip departure. We recommend termination to be effected in writing. If you terminate the travel contract or if you do not embark on the trip we shall have the right to charge an appropriate fee in compensation of the travel arrangements made by us as well as of our expenses.

The compensation fee shall be subject to the time at which termination is notified and shall be calculated as a percentage of the travel price as follows:

Up to 30th day prior to trip departure: 5% of the travel price,
from 29th to 22nd day prior to trip departure: 15% of the travel price
from 21st to 15th day prior to trip departure: 25% of the travel price,
from 14th to 7th day prior to trip departure: 50% of the travel price,
from 6th day prior to trip departure: 75% of the travel price.

This shall not apply if we only act as agents as defined by the legal provisions on tourism. In such case, the terms and conditions specified by the respective contracting party (hotel, guesthouse etc) shall apply.

6.2 Change of Booking

If, upon your request, after the booking of your trip the date, destination or accommodation is changed for a tour or event lying within the time scope of the offering, an appropriate fee for such change of booking may be charged.

6.3 Substitute Participant

Until trip departure the traveller may substitute another person in his place. Any extra costs caused by this shall be borne by the original contracting party.

A substitute participant may be refused if he/she does not meet the special travel requirements or if there are any legal provisions or government regulations to the contrary.

7. Services which have not been made use of

If you do not make use of individual travel-related services due to returning home early or for other compelling reasons we shall endeavour to have reimbursed the expenses saved this way by the suppliers.

Such obligation shall not apply if the services in question are either irrelevant or if there are any legal provisions or government regulations contrary to their reimbursement. In your interest we recommend to be issued a respective certificate by the supplier.

8. Termination by the Operator

We shall be entitled to terminate the travel contract if you disturb the conduction of the trip despite having been regulated to desist from such action or if you act in such a way contrary to the terms of the contract that an immediate termination of the contract is justified. In case of termination, we shall still be entitled to be paid the travel price.

We shall have the right to cancel the trip up to the 4th week prior to trip departure in case the costs incurred can no longer be borne by us from an economic point of view due to circumstances beyond our control and responsibility.

9. Warranty

9.1. Remedy

If the trip is not executed according to the contract, you shall be entitled to demand remedy thereof. For this, first contact the local supplier or its representative. If these persons cannot be reached you may contact us. If the remedy involves unreasonable expenses or efforts it may be refused.

9.2. Reduction of Travel Price

After returning home you may demand a reduction of the travel price equivalent to the diminished performance (price reduction), if, in spite of your request for remedy (refer to the above item 9.1 hereof) travel-related services have not been rendered in accordance with the contract.

9.3. Termination of the Contract

If the trip is impaired by a substantial defect and if no remedies are found within an appropriate time period the traveller shall have the right to terminate the contract. Services which have been rendered and which have been made use of shall be paid for.

9.4. Damages

The traveller shall be entitled to claim damages from the operator if a defect occurred which is due to circumstances the operator is responsible for.

10. Operator's Liability

Within the framework of the duty to take due care we shall be liable for conscientious travel planning, careful selection and monitoring of the suppliers as well as for the correctness of the service descriptions provided in our brochures.

We shall be liable for faults attributable to the persons rendering the services, our liability shall, however, be limited in this respect as specified under item 11 below.

If you wish to make reservations for rooms we shall arrange for the requested accommodation.

Therefore, in this case, we shall be liable for a good cooperation with the suppliers and a careful selection of the hotels, guesthouses or inns, the correctness of the service descriptions given in the brochures and the proper handling and mediation.

We shall not be liable for any act or failure to act by the suppliers (hotels, inns, guesthouses, etc.).

11. Limitation of Liability

11.1. Contractual Limitation of Liability

Our liability shall be limited to three times the travel price.

11.2. Liability in case of Holiday Activities

If the traveller participates in sports activities or in other holiday activities he shall be liable himself. Sports facilities, sports apparatuses and sports vehicles should be examined by him before use.

11.3. Third Party Liability

We shall not be liable for any defective performance relating to performances or services rendered by any third party which are only mediated or arranged by us (e.g. sports events, theatre visits, exhibitions, excursions etc.) and which are expressly specified as third party performance in the travel description.

12. Obligation of Participation of the Traveller

Within the legal framework each traveller is under the obligation to participate in the remedy of defects in case of defective performance, to minimize the damage arising there from as much as possible or to prevent it. Any complaints shall be notified immediately.

If a defect is not notified the claim to a price reduction as described under item 9.2 hereof shall be forfeited.

13. Exclusion of Claims and Limitation of Action

Pursuant to § 651 g of the German Civil Code (BGB), any claims for non-performance or defective performance of the contractual obligations shall be asserted within one month after the contractually scheduled end of the trip. Your claims for damages in case of non-contractual execution of the trip shall be subject to a 6-month limitation period.

14. Insurance

We hereby recommend you to take out a cancellation protection insurance. We furthermore recommend taking out a travel insurance covering luggage, personal liability and medical expenses.

15. Validity of Travel Terms

If any of the individual provisions of the present General Terms and Conditions is or becomes invalid, such shall not affect the validity of the remaining provisions.