

General Tour and Business Conditions 2023

of cult-touren, Philippsbergstraße 25, 65195 Wiesbaden, Germany

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), available at <https://ec.europa.eu/consumers/odr>.

The tour operator "cult-touren" offers various tours, services and mediation services. The following tour and business conditions become part of the tour contract concluded between you and us. These terms and conditions apply to both one-day and multi-day tours.

1. General

For our tour, service and agency services we require an appropriate degree of cooperation and team spirit as well as a fundamentally positive attitude towards our type of leisure activities. Unless otherwise stated, average and age-appropriate health and resilience are assumed. In the interest of the safety of all participants, you must follow the instructions of the event leaders/guides at all times. The event is guaranteed to take place (as described in our programme), but subject to the restrictions and imponderables applicable to such nature and activity events. No liability is accepted for hazards caused by oneself or others. It is therefore recommended that you take out appropriate insurance (health, accident, liability insurance, etc.). We reserve the right to make changes to the programme and the course of the tour, provided that the character of the event is not significantly affected.

Minors can only take part in our events if accompanied by their parents or a legal guardian (if applicable, a completed and signed "Declaration of consent of the legal guardian" must be submitted to us).

2. tour registration and booking

Your tour registration and booking is a binding offer which you make to us to conclude the tour contract, including the tour and payment conditions on the basis of the cult-touren offer. With the acceptance of the registration and booking in the form of our tour confirmation, the tour contract is concluded. With the registration, our general terms and conditions and conditions of participation are accepted.

If the tour confirmation contains deviations from the registration or booking, this constitutes a new offer from us to you. The tour contract is concluded on this new basis if you declare acceptance or indicate to us by payment of the deposit or the tour price that you accept the tour contract on the new basis.

The registration is made by the person registering also for all participants (group) listed in the registration, for whose contractual obligations the person registering is responsible as for his own obligations. This power of representation also applies to underage participants within the registered group. The power of representation also extends to resellers or agents of our offers. We only enter into a contract with companies, associations (so-called legal persons) if a contractual partner is clearly named as a physical person and they assume the power of representation.

A registration is binding and obliges you to pay the event price. We do not check whether you are placing reasonable orders, such as ordering two vouchers at the same time in the same name, and the like.

3. vouchers

a) The voucher entitles you or any other (suitable) person to attend the booked event. The conditions of participation required for the respective event must be observed. The price stated in the invoice/on the voucher and the conditions apparent at the time of booking apply.

The price offered for vouchers is binding.

b) Vouchers shall only become valid after full payment.

The validity of the vouchers is 36 months from the end of the year in which the voucher was issued. It depends on the term intervals of our contracts with the experience partners and possible changes in services. We bear the risk of price increases in the course of the validity period. An extension of the validity periods is therefore not possible.

c) A voucher can be exchanged for a voucher for another event after payment of a processing fee of € 15 (plus shipping costs), as long as the voucher holder has not yet agreed on a date with us. Should the other event be more expensive than the one originally booked, the corresponding difference must be paid to us in addition to the processing fee before the exchange. If the event is cheaper than the one originally booked, the difference will not be refunded or paid out. The acceptance period of exchanged vouchers remains identical to that of the first voucher purchased.

In the event of loss or theft of vouchers, we accept no liability for the possible unlawful redemption of a voucher.

4. prices and services

The scope of the contractual service results from the programme and service description of the cult-touren offer 2020ff as well as the tour confirmation. A service fee will be charged for the services to be provided by cult-touren, such as travel costs, organisation, negotiation, tour planning, programme and implementation. The amount of the service fee can be found in the offer.

5. additional services

If the tour participant makes use of additional services on site which are not included in the service offer of cult-touren, these are to be charged directly to the tour participant. This also applies to local taxes etc.

6. service and price changes

Changes to services from the agreed content of the tour contract which become necessary after conclusion of the contract and which were not brought about by us contrary to good faith are only permitted insofar as the changes are not significant and do not affect the overall nature of the booked tour.

In individual cases, we reserve the right to book different but comparable hotels than those shown in the tour description.

We can only demand price increases after conclusion of the contract in the event of an increase in transport costs (e.g. ferry, rail, ship, gondola or transfer fees), charges for certain services (e.g. port or visa fees) or due to a change in the relevant exchange rate that was unforeseeable at the time of conclusion of the contract, provided that there are more than 4 months between the conclusion of the contract and the tour date and the circumstances leading to the increase have not yet occurred before conclusion of the contract.

Even then, price increases are only permissible up to the amount of the additional costs actually incurred. If the price increase exceeds 5% of the invoice amount of the tour confirmation, you can withdraw from the tour contract free of charge. In this case, there are no further mutual claims. Price increases are generally no longer possible from the 20th day before the planned tour date.

If the transport costs existing at the time of conclusion of the contract increase, we may increase the tour price in accordance with the following calculation:

- a. In the case of an increase related to the seat, we can demand the amount of the increase from you.
- b. In other cases, the additional transport costs demanded by the transport company per means of transport will be divided by the number of seats in the agreed means of transport. We may demand the resulting amount of the increase for the individual seat from you.

If the transport costs existing at the time of conclusion of the contract (e.g. for ferry trips, rail, ship, gondola or transfer fees) or the charges for certain services (e.g. port or visa fees) are increased or if the exchange rate changes significantly, the tour price may be increased by the corresponding, pro rata amount.

7. Payment

The tour price becomes due upon receipt of the booking confirmation by you. You will receive an invoice from us, the amount of which you can transfer to the following account:

Wiesbadener Volksbank
IBAN: DE70 5109 0000 0008 2873 09
BIC: WIBADE5W
Konto: 8 287 309
BLZ: 510 900 00

8. withdrawal from the tour, rebooking and early departure by you

You can withdraw from the booked tour at any time before the tour begins. Please inform us of the cancellation in writing. We will then send you confirmation of cancellation without delay. In the event of your withdrawal from a booked tour, we will charge a lump-sum compensation for the tour arrangements already made.

It is per person for groups and individual tours:

- Cancellation up to **60 days before the start of the tour**: 20% of the tour price
- Cancellation **59 to 28 days before the start of the tour**: 30% of the tour price
- Cancellation **27 to 14 days before the start of the tour**: 60% of the tour price
- Cancellation **13 to 7 days before the start of the tour**: 70% of the tour price
- Cancellation **6 to 1 day before the start of the tour**: 90% of the tour price
- Cancellation **on the day of arrival**: 100%

However, you are expressly entitled to prove that no damage or a reduction in value has occurred at all or that the damage or reduction in value is significantly lower than the flat rate. If you do not start the tour without notice or if you break off the tour prematurely, the full tour price may become due if we are unable to obtain a refund for the booked services from the service providers (e.g. the restaurants and hotels).

Rebookings for individuals and small groups can be made at any time after consultation.

If, due to official or legal requirements, areas are closed during the booking period or the tourist activity is prohibited and a postponement to a later booking period is not possible, a cancellation free of charge is possible at any time.

The following applies to group bookings for 10 persons or more:

We recommend that you take out tour cancellation insurance. If you arrange for another tour participant to take the place vacated by your cancellation, you will only be liable for rebooking costs of € 50,-. In this case you are jointly and severally liable for the payment of the tour price up to the amount of the cancellation costs. If you change your booking up to 29 days before the start of the tour to another date in the same calendar year, we will only charge you a rebooking fee of € 30 per person. Rebookings from the 29th day before the start of the tour and rebookings of individual tours are treated as cancellations.

For cancellations of partial services, a minimum rebooking fee of € 30,- per transaction will be charged. In addition, the respective, separately stated cancellation conditions apply.

For transport services within the scope of the travel packages, the cancellation conditions of the respective service providers (rail, ferry, transfer, ship and airlines) apply. Visa and insurance fees are non-refundable.

9. cancellation of the tour by us

Should we be forced to cancel a tour for reasons beyond our control (e.g. force majeure, strike, official orders or intervention by higher authorities), we will offer you an appropriate alternative service of equal or greater value.

We may terminate the tour contract without notice for good cause. An important reason is, in particular, if the participant, despite a warning, continues to cause a considerable disturbance, so that further participation is no longer reasonable for cult-touren or the tour participants.

This also applies if the participant does not adhere to objectively justified instructions. A warning is not necessary for cult-touren if the participant disturbs the tour in a particularly gross manner. This is especially the case if the customer commits criminal offences against life and limb, sexual self-determination as well as the property of the employees of cult-touren, of service providers or their employees as well as of other tour guests.

In this case, cult-touren is still entitled to the tour price, insofar as no saved expenses and advantages result from an alternative utilisation of the tour service(s). Claims for damages in other respects remain unaffected. If the participant does not pay the tour price in full or in part despite a reasonable grace period, cult-touren can withdraw from the tour contract and also demand compensation in accordance with point 6 of these conditions.

We are also entitled to cancel a tour at the latest 4 weeks before the start of the tour if the minimum number of participants is not reached.

The minimum number of participants for guided group tours is included in the cult-touren offer. For individual tours, a minimum number of participants, if available, is stated in the cult-touren offer. There are no further claims.

10. emergency contact

Should you need to contact cult-touren in an emergency outside business hours, please use the following telephone number: +49-163-4948005 and eMail: info@cult-touren.de.

11. warranty

Should the tour have a defect despite our careful preparation, the tour price will be reduced for the duration of the defect. In this case the legal rules of travel law apply.

12. our liability

We are liable within the scope of the duty of care of a prudent businessman for the conscientious preparation of the tour, the careful selection and supervision of the service providers, the correctness of the service description and the proper provision of the contractually agreed service.

Our liability within the framework of travel contract law for damages that are not personal injuries is limited to three times the tour price, insofar as we have not caused the damage through gross negligence or wilful intent or insofar as we are solely responsible due to the fault of a service provider. For all claims for damages in tort, which are not personal injuries and which were not caused by us intentionally or through gross negligence, we are liable for a maximum of three times the tour price per participant and tour.

We are only liable for loss of or damage to tour luggage or bicycles brought along by you if we are at fault due to gross negligence or intent.

Insofar as liability-limiting or liability-excluding international agreements or legal regulations based on such agreements or regulations apply, our liability is also limited or excluded in accordance with the agreements and regulations. As a rule, these are agreements that regulate liability in the event of damage and accidents in the context of transport (air, sea and rail).

13. tour formalities and your duties of care

These are active tours. It is your own responsibility to be up to the demands of the tour. We will be happy to advise you on the specific requirements of the individual tour destinations. You are responsible for adhering to the road traffic regulations.

You are only liable for damage to the bikes and equipment provided if you are no longer within the tour leader's sphere of influence or if you do not follow the tour leader's instructions to secure the equipment/bikes.

On individual tours on which you are not accompanied by a tour leader, you are liable for damage and loss of equipment and bicycles provided to you for use.

14. daily description

The daily arrangement of the tours and the daily programme may change under certain circumstances if local conditions make this necessary (e.g. weather, changed opening times or changed ferry and timetables). In this case the programme announced the day before is decisive.

15. insurances

We recommend that you take out tour accident insurance, tour cancellation insurance, emergency insurance and tour luggage insurance. These insurances are not included in the advertised tour price.

16. miscellaneous

The invalidity of individual provisions of the general tour conditions or the tour contract shall not result in the invalidity of the rest of the tour conditions or the tour contract. You can only sue us at our registered office in Wiesbaden. Your place of residence shall be decisive for legal action by us against you. All data made available to us is protected by us against misuse. Unless you expressly refuse, we will assume your consent to include your place of residence and telephone number on the list of fellow travellers.

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