

General terms and conditions of travel

Dear traveller, we are committed to providing you with a trip with BAHNHIT.DE according to your wishes and needs. The following General Terms and Conditions of Travel supplement the statutory provisions and govern the contractual relationship between you, the traveller, and us, the tour operator Stadt und Land Reisen GmbH ("Stadt und Land Reisen"):

1. Registration, conclusion of the travel contract, data protection

- a) With the travel registration, which can be made verbally, in writing by post, by fax or electronically (online or by e-mail), Stadt und Land Reisen offers the conclusion of a binding travel contract on the basis of the travel advertisement, all supplementary information in the booking basis and these travel conditions. The travel contract is concluded upon acceptance by Stadt und Land Reisen and is handed over to the guest with the travel confirmation on a permanent data carrier (e.g. by e-mail) (in the case of Art. 250 § 6 Para. 1 S. 2 EGBGB in paper form). A flat-rate postage fee of € 4.50 will be charged for sending the travel confirmation by post.
- b) If the content of the booking confirmation differs from the registration, this constitutes a new contractual offer by Stadt und Land Reisen in compliance with the pre-contractual information obligations, to which it is bound for 10 days. The contract is concluded on the basis of this new offer by the acceptance of the travel guest, which can be confirmed by express or conclusive declaration.
- c) The person making the booking is responsible for all contractual obligations of passengers also registered under the travel contract as for his own.
- d) The "Conditions of Carriage for Passengers by the Companies of DB AG (BB Personenverkehr)", the "International Conditions of Carriage of Deutsche Bahn AG", the "Conditions for the Use of IC Buses (IC Bus)" and the "Conditions for the Internet Sale of Tickets and BahnCards (Internet)", each in conjunction with the "Guidelines for Rail Package Tours in International Traffic", shall apply to the general obligations of the travel participants during the rail journey. If the customer has booked a trip to another European country, the respective conditions of carriage of the foreign railroad apply: Austrian Federal Railways, Swiss Federal Railways, Czech Railways, National Company of the Belgian Railways, Nederlandse Spoorwegen, Trenitalia.
- e) The pre-contractual information provided by the tour operator on the essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (in accordance with Art. 250 § 3 Nos. 1, 3 to 5 and 7 EGBGB) shall only not become part of the package travel contract if this is expressly agreed between the parties.
- f) We would like to point out that in accordance with Sections 312 (7), 312g (2) sentence 1 no. 9 BGB, there is no right of withdrawal for package travel contracts in accordance with Sections 651a and 651c BGB that are concluded by distance selling (letters, telephone, fax, email, telemedia, etc.), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal in accordance with Section 651h BGB (see also sections 8 and 9).
- g) We inform you about the processing of your personal data in the privacy policy on our website. Stadt und Land Reisen complies with the provisions of the BDSG and the GDPR when processing personal data. Personal data is all data that relates to a person personally (e.g. name, address, e-mail address). This data is processed insofar as it is necessary for the appropriate processing of your

inquiry, booking request, for the implementation of pre-contractual measures or for the fulfillment of the contract from the travel contract. Data processing is permitted in accordance with Art. 6 para. 1 sentence 1 lit. b GDPR for the stated purposes. Your data will not be passed on to unauthorized third parties without your express consent. The traveler has the possibility at any time to retrieve their stored personal data, to request information about it, to have it changed, corrected or deleted, to have its processing restricted, to object to its processing, to have it transferred or to complain to a supervisory authority about the processing (all rights under Art. 15 to 20 GDPR). The data will be deleted if they are no longer required for the fulfillment of the contract or if their storage is not permitted by law. The guest has the option at any time to retrieve their stored data, request information about it, have it changed or deleted. If your personal data is processed on the basis of legitimate interests in accordance with Art. 6 para. 1 sentence 1 lit. f GDPR, you have the right to object to the processing of your personal data in accordance with Art. 21 GDPR, provided that there are reasons for this arising from your particular situation. You can exercise your right to object by sending an email to datenschutz@bahnhit.de or by contacting us at the address below. By sending a message to info@bahnhit.de, guests can also object to the use or processing of their data for the purposes of advertising, market or opinion research or for marketing purposes at any time and free of charge.

Controller responsible for data processing:

The controller within the meaning of Art. 4 No. 7 GDPR is

Stadt und Land Reisen GmbH, Schöneberger Straße 15, 10963 Berlin
Managing Director: Burkhard Kieker
Tel. 030/25002444
E-mail: info@bahnhit.de

Registered at the Berlin-Charlottenburg Local Court under registration number HRB 151950B

Contact details of the data protection officer:

TÜV Rheinland i-sec GmbH, Mr. Oliver Gröger,
Alboinstraße 56, 12103 Berlin
E-mail: datenschutz@bahnhit.de

You have the option of lodging a complaint with the supervisory authority:

Berliner Beauftragte für Datenschutz und Informationsfreiheit, Meike Kamp
Alt-Moabit 59-61
10555 Berlin

Phone: +49 (0)30 13889-0
Fax: +49 (0)30 2155050
E-mail: mailbox@datenschutz-berlin.de

All further information can be found in our [privacy policy](#).

2. Services provided by Stadt und Land Reisen

- a) Stadt und Land Reisen's obligation to perform arises exclusively from the content of the booking confirmation in conjunction with the brochure or travel advertisement relevant to the booking.
- b) Service providers (e.g. hotels, carriers) and travel agents / travel agencies are not authorized by Stadt und Land Reisen to give assurances or make agreements that change the agreed content of the travel contract, go beyond the contractually agreed services of Stadt und Land Reisen or contradict the travel advertisement and booking confirmation.
- c) Seats can be reserved at the earliest six months in advance. If you are not shown any seats after booking, you can make a reservation at a Deutsche Bahn travel center at any time free of charge. Please note that seat reservations are allocated according to the best seat procedure. It may happen that seats are not available. Accordingly, Stadt und Land Reisen is not able to guarantee seats. If seats are not available, please contact Stadt und Land Reisen so that they can be reserved at a later date. In exceptional cases, Stadt und Land Reisen may not be able to reserve seats for you for transportation on partial routes offered by foreign railroad companies. If this is the case, you can make the reservation yourself at any time via the respective provider (carrier). Any costs incurred for the reservation will be reimbursed immediately by Stadt und Land Reisen. The same applies if you book at very short notice and no seats could be offered to you or you are forced to reserve seats at very short notice in order to be able to start or continue the journey.

3. Deposit and final payment

- a) The guest may use the payment methods specified when concluding the travel contract. These can be: credit card, PayPal, and payment by bank transfer. Payment by bank transfer is only available for travel bookings made up to 10 days before departure.
- b) The payment methods specified when the travel contract is concluded are available to groups. This could be: credit card or payment by bank transfer. Payment by bank transfer is only available for travel bookings made up to 10 days before departure.
- c) After conclusion of the contract and handover of the security certificate, a deposit is due and payable, which is offset against the total tour price. It amounts to 30% of the tour price. The balance of the tour price is due for payment 30 days before the start of the tour, provided the security certificate has been handed over, if it is certain that the tour can no longer be cancelled for the reasons stated in section 7. lit. a).
- d) If the travel price due is not paid despite a reminder and a reasonable deadline for payment, Stadt und Land Reisen may withdraw from the travel contract and charge the guest cancellation costs in accordance with Section 8 b) below.

4. Price and contract changes after conclusion of the contract, significant contract changes, rights of the guest

- a) Stadt und Land Reisen reserves the right to unilaterally increase the tour price after conclusion of the contract if the increase in the tour price results directly from (1) an increase in the price for the transportation of passengers due to higher costs for fuel or other energy sources, (2) an increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport

fees, or (3) a change in the exchange rates applicable to the package tour in question. In the aforementioned cases, the travel price will be changed to the extent that the increase in the factors mentioned in (1) to (3) above affects the travel price per person. Should this be the case, Stadt und Land Reisen shall inform the guest immediately on a durable medium (e.g. by e-mail) in a clear and comprehensible manner about the price increase and the reasons for it, and at the same time inform the guest of the calculation of the price increase. A price increase is only effective if it meets the requirements stated here and the guest is informed no later than 20 days before the start of the tour. A price increase which is demanded from the 20th day before the agreed departure date is ineffective. The obligation of Stadt und Land Reisen to reduce the price in accordance with 4.b) is expressly pointed out.

- b) Since 4.a) provides for the possibility of an increase in the tour price, the guest may demand a reduction in the tour price if and insofar as the prices, charges or exchange rates mentioned in 4. lit. a) under (1) to (3) have changed after conclusion of the contract and before the start of the tour and this leads to lower costs for Stadt und Land Reisen. If the guest has paid more than the amount owed hereunder, the additional amount is to be reimbursed by Stadt und Land Reisen. Stadt und Land Reisen may deduct the administrative expenses actually incurred from the additional amount to be reimbursed and must prove to the guest, upon request, the amount of administrative expenses incurred.
- c) Stadt und Land Reisen reserves the right to unilaterally change contractual conditions other than the tour price after conclusion of the contract if the changes are insignificant, do not affect the overall design of the booked tour and are not brought about in bad faith. Stadt und Land Reisen must inform the guest of the change in a clear, comprehensible and prominent manner on a durable medium (e.g. by email, SMS). The change is only effective if it meets these requirements and is declared before the start of the tour.
- d) Significant changes to the contract: If the price increase reserved in 4. lit. a) exceeds 8 % of the tour price, City and Country Travel cannot implement it unilaterally. Stadt und Land Reisen may, however, offer the guest a corresponding price increase and demand that the guest (1) accepts the offer to increase the price or (2) withdraws from the contract within a reasonable period of time determined by Stadt und Land Reisen. The offer to increase the price cannot be made later than 20 days before the start of the tour. If Stadt und Land Reisen is only able to provide the tour due to a circumstance occurring after conclusion of the contract with a significant change in one of the essential characteristics of the travel services (Art. 250 § 3 No. 1 EGBGB) or only with a deviation from special specifications of the guest, which have become part of the contract, sentence 2 of this section 4. lit.d) applies accordingly, i.e. Stadt und Land Reisen can offer the guest the corresponding other contract amendment and demand that the guest (1) accepts the offer to amend the contract or (2) declares his withdrawal from the contract within a period of time determined by Stadt und Land Reisen, which must be reasonable. The offer for such other contract amendment cannot be made after the start of the tour.
- e) Stadt und Land Reisen may also offer the guest the option of participating in another package tour (replacement tour) in its offer for a price increase or other contract amendment in accordance with 4. lit. d), about which Stadt und Land Reisen must inform the guest in accordance with Art. 250 § 10 EGBGB.
- f) After the expiry of a deadline set by Stadt und Land Reisen in accordance with 4. lit. d), the offer to increase the price or otherwise amend the contract shall be deemed accepted.

g) If the guest withdraws from the contract after 4. lit. d), § 651h para. 1 sentence 2 and para. 5 BGB shall apply accordingly. Insofar as Stadt und Land Reisen is obliged to refund the tour price as a result of the guest's withdrawal, Stadt und Land Reisen must make payment immediately, in any case within 14 days of the withdrawal. Claims of the guest according to § 651i para. 3 no. 7 BGB remain unaffected.

5. Validity of DB Touristic tickets

a) Customers who book a package tour via Stadt und Land Reisen receive so-called tourist tickets for the outward and return journey. These allow travel with the train connection selected in the booking process and are valid on the following scheduled DB trains:

- Intercity Express (ICE)
- ICE Sprinter
- ECE, TGV, railjet express and railjet
- Intercity/Eurocity (IC/EC)
- Interregio Express (IRE)
- Regional Express (RE)
- Regional train (RB)
- IC bus
- S-Bahn
- Selected non-federally owned railroads (NE railroads) List of NE railroads

b) The tourist tickets also include the so-called City-Ticket, which allows the customer free use of connecting mobility (subway, streetcar, bus) in the participating cities at the point of departure and destination within Germany in the respective area of validity of the city. A list of participating cities is available at https://www.bahn.de/wmedia/view/mdb/media/intern/cityticket_c79.pdf.

c) A fixed train connection applies to tickets booked at the saver fare. The booked tickets are only valid on the day of arrival and departure for the booked route and the selected train connection.

d) For tickets booked at a flexible fare, there is no fixed train connection. The guest can choose a train connection on the booked route on the day of arrival and departure. Detours, product transfers (e.g. from IC to ICE) and class changes are excluded. Please note that if another train connection is used, the seats originally reserved for the guest are no longer available.

e) The booking confirmation for the booked package tour must be presented on the train at the request of the carrier. Stadt und Land Reisen expressly points out that no reimbursement can be made for costs incurred by the guest from the use of other passenger carriers or in the case of booking a saver fare ticket on trains other than those booked.

6. Rebooking, replacement person

a) The customer is not entitled to change the travel date, the destination, the place of departure, the accommodation or the mode of transportation (rebooking) after conclusion of the contract. This does not apply if the rebooking is necessary because the tour operator has provided no, insufficient or incorrect pre-contractual information to the traveller in accordance with Art. 250 § 3 EGBGB; in this case, the rebooking is possible free of charge.

- b) Pursuant to Section 651e BGB, the guest may declare on a durable medium (e.g. by email) within a reasonable period before the start of the trip that a third party will assume the rights and obligations arising from the travel contract in their place. The declaration is in any case timely if it is received by Stadt und Land Reisen no later than seven days before the start of the tour. Stadt und Land Reisen may object to the entry of the third party if this third party does not fulfill the contractual travel requirements. If a third party enters into the contract, he and the guest are jointly and severally liable to Stadt und Land Reisen for the tour price and the additional costs incurred by the entry of the third party. The guest is at liberty to prove that no or significantly lower costs were incurred as a result of the entry of the third party.

7. Services not utilized

If the guest does not make use of individual travel services due to premature return, illness or other reasons for which he/she is solely responsible, the guest shall not be entitled to a pro rata refund. We recommend taking out travel cancellation insurance to cover this. It is possible to take out travel cancellation insurance with ERGO Reiseversicherung AG, either with or without a deductible, during the booking process.

8. Cancellation and termination by Stadt und Land Reisen

- a) Stadt und Land Reisen may withdraw from the contract before the start of the tour if Stadt und Land Reisen is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, City and Country Travel must declare its withdrawal immediately after becoming aware of the reason for withdrawal.
- b) If Stadt und Land Reisen withdraws from the contract, it loses its claim to the agreed tour price. Payments made on the tour price will be refunded to the guest immediately, in any case within 14 days of the withdrawal by Stadt und Land Reisen.

9. Withdrawal by the traveller, cancellation compensation

- a) The traveller can withdraw from the travel contract at any time before the start of the trip by making a declaration to Stadt und Land Reisen. For reasons of proof, the declaration of withdrawal must always be made in text form.
- b) In the event of withdrawal by the tour guest, Stadt und Land Reisen loses the right to the agreed tour price, but can demand reasonable compensation from the guest. For this purpose, Stadt und Land Reisen has set the following compensation flat rates, which are determined according to the period between the declaration of withdrawal and the start of the tour, the expected saving of expenses by Stadt und Land Reisen and the expected acquisition through other use of the travel services as a percentage of the tour price, depending on the time of withdrawal by the guest, as follows:
- 20% up to the 31st day before departure
 - 30 % from the 30th day before departure
 - from the 24th day before departure 40%
 - from the 17th day before departure 60%
 - from the 10th day before departure 80%

- from the 3rd day before departure until the day of departure or in the event of non-arrival 90% of the tour price;

Special regulations, valid for musical tours

- 30 % up to the 30th day before departure
- from the 24th day before departure 40%
- from the 17th day before departure 60%
- from the 10th day before departure 80%
- from the 3rd day before departure until the day of departure or in the event of non-arrival 90% of the tour price;

Special regulations applicable to bookings made between March 15 and December 09, 2023

Trips that are booked between March 15 and December 9, 2023 inclusive and fall within the travel period from March 15 to December 31, 2024 (end of trip no later than December 31, 2024) can be canceled up to 7 days before the start of the trip by 5 p.m. at the latest without giving reasons for a fee of € 49 incl. VAT. This regulation applies per room. Musical and show trips as well as the BAHNHIT.DE City Kombi and Bahnhit Deals are excluded from this rule. Stadt und Land Reisen reserves the right to adjust this goodwill regulation at any time, whereby the regulations for bookings already made will continue to apply.

- c) The travel guest is always free to prove to Stadt und Land Reisen that it has not incurred any damage at all or only significantly less damage than the flat rate. If Stadt und Land Reisen is obliged to reimburse the tour price following a withdrawal by the guest, it must make reimbursement to the guest without delay, at the latest within 14 days of the guest's withdrawal. Stadt und Land Reisen may not demand compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the execution of the tour or the transportation of persons to the destination.

- d) Cancellation of group tours:

In the event of a group tour being cancelled (minimum number of participants 6 persons), the compensation flat rates (full cancellation) are calculated as follows:

- Up to the 31st day before departure 20%
- From the 30th day before departure 30%
- From the 21st day before departure 50%
- From the 14th day before departure 80%
- Less than 7 days before departure and no-show 90%.

This does not apply to group tours that include musical tickets as part of the service. In this case, the following special cancellation conditions apply:

- 30% up to the 30th day before departure
- 50% from the 21st day before departure
- From the 14th day before departure 80%
- less than 7 days before departure and no-show 90%.

In the case of partial cancellations that lead to a change in the size of the group, the cancellation fee will be charged pro rata to the number of persons canceling.

If the number of participants is 10 or more, the cancellation conditions depend on the individual hotel offer.

10. Obligations of the guest, remedy, setting a deadline before termination by the guest

- a) The guest must report any defects immediately and request remedy within a reasonable period of time. This can be done at the address / telephone number given below. If Stadt und Land Reisen is unable to remedy the situation as a result of a culpable failure to notify in accordance with sentence 1, the guest is not entitled to assert the rights specified in § 651m BGB or to claim damages in accordance with § 651n BGB. If the guest demands remedy, Stadt und Land Reisen must remedy the travel defect. Stadt und Land Reisen may only refuse to remedy the defect if it is impossible or involves disproportionate costs, taking into account the extent of the travel defect and the value of the affected travel service. Stadt und Land Reisen may remedy the situation by providing a substitute service of equal or higher value. If City and Country Travel can refuse to remedy the defect and the defect affects a significant part of the travel services, City and Country Travel must offer a remedy in the form of appropriate replacement services.
- b) If a trip is significantly impaired by a defect, the guest may terminate the contract. Termination is only permissible if Stadt und Land Reisen has allowed a reasonable deadline set by the guest to elapse without taking remedial action. It is only not necessary to set a deadline if the remedy is refused by Stadt und Land Reisen or if immediate remedy is necessary. If the contract is terminated by the guest, Stadt und Land Reisen retains the right to the agreed travel price with regard to the travel services provided and those still to be provided at the end of the package tour; claims of the guest according to § 651i Para. 3 No. 6 and 7 BGB remain unaffected. With regard to the travel services no longer to be provided, Stadt und Land Reisen's claim to the agreed travel price shall lapse; payments already made in this respect shall be reimbursed to the guest by Stadt und Land Reisen. Stadt und Land Reisen is obliged to take the necessary measures as a result of the cancellation of the contract, in particular, if the contract includes the transportation of the guest, to immediately arrange for the guest's return transportation; the means of transportation used for this purpose must be equivalent to that agreed in the contract. The additional costs for the return transportation shall be borne by Stadt und Land Reisen.

11. Liability, limitation of liability

- a) In the event of train delays of at least 60 minutes at the destination station, Deutsche Bahn will pay you compensation in the form of a voucher or a sum of money. You will receive confirmation of the delay on a passenger rights form on the train or from DB Service staff, which you hand in together with your original ticket at a DB Travel Center.
- b) The contractual liability of Stadt und Land Reisen for damages that are not physical injuries and are not culpably caused is limited to three times the travel price. This limitation of liability does not apply to claims under the Montreal Convention for the loss of luggage or other international conventions.

12. General passport and visa requirements

Stadt und Land Reisen shall inform the guest prior to conclusion of the contract about general passport and visa requirements of the country of destination, including the approximate deadlines for obtaining visas and health formalities (e.g. vaccinations and certificates required by the police) which are necessary for the trip and the stay. Guests are responsible for carrying the necessary travel documents themselves and must ensure that their passport or identity card is sufficiently valid for the entire trip.

13. General application of German law; information on online dispute resolution and consumer arbitration; information on the brokerage of tourist services, external travel sales

- a) The entire contractual and legal relationship between the guest and Stadt und Land Reisen shall be governed by German law. The ineffectiveness of individual provisions of the contract or these GTC shall not result in the ineffectiveness of the entire travel contract.
- b) The customer's place of residence is decisive for legal actions brought by the tour operator, Stadt und Land Reisen GmbH, against the customer. For legal actions against customers who are merchants, legal entities under public or private law or persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is not known at the time the action is brought, the place of jurisdiction is agreed to be the registered office of the tour operator, Stadt und Land Reisen GmbH.
- c) The European Commission provides a platform for online dispute resolution (OS) for the out-of-court settlement of consumer disputes for travel contracts concluded in electronic legal transactions, which the guest can find at <https://ec.europa.eu/consumers/odr>. A "General Consumer Arbitration Board" according to § 4 para. 2 sentence 2 VSBG is the General Consumer Arbitration Board of the Center for Arbitration e.V., Straßburger Straße 8, 77694 Kehl, phone +49 78517957940, fax +49 78517957941, www.verbraucher-schlichter.de, e-mail mail@verbraucher-schlichter.de. Stadt und Land Reisen does not participate in any dispute resolution proceedings before a consumer arbitration board and is not obliged to do so. An internal complaints procedure does not exist.
- d) Stadt und Land Reisen offers you optional vouchers for tourist services such as visits to theaters/stages, museums, city tours or the Berlin WelcomeCard (BWC) as part of your booking. Please note that Stadt und Land Reisen issues these vouchers on behalf of and for the account of the respective organizer/service provider. You will be expressly informed prior to booking that these are brokered third-party services. The corresponding contract is concluded exclusively between you and the respective organizer/service provider.
- e) We broker travel insurance with the status of an annex broker without a license pursuant to Section 34d (8) No. 1 GewO. If you have any complaints in this regard, please contact the following office:

Versicherungsombudsmann e.V., Postfach 080632, 10006 Berlin,
www.versicherungsombudsmann.de

Tour operator:
Stadt und Land Reisen GmbH

Managing Director: Burkhard Kieker

Schöneberger Street 15

10963 Berlin

Tel. 030 / 25 00 24 44

Fax 030 / 25 00 24 23

E-mail: info@bahnhof.de

Register court:

Berlin-Charlottenburg Local Court

Register number: HRB 151950 B

Sales tax ID according to § 27 a UStG: DE290735240

Main characteristics of the service: Travel organization

Status: May 2024