

Dear foreign guests,

the following translation serves service purposes only and enables you to gain a better understanding of them. Only the German version is legally authoritative.

The following terms and conditions for guest accommodation and intermediation apply to contracts with hosts in the holiday region Zeller Land and their intermediation by Zeller Land Tourismus GmbH!

Terms and conditions for intermediation and guest accommodation and for hosts in the holiday region Zeller Land

The Zeller Land Tourismus GmbH, referred to in the following as “ZLT”, intermediates accommodation with **hosts and private lessors** (hotels, guesthouses, private rooms and holiday lets) (referred to in the following collectively as the “**Hosts**”) in the holiday region Zeller Land according to the current offer. The following terms and conditions, to the extent effectively agreed, become the content of the guest accommodation contract concluded between the guest and the host when a booking is made. They govern the contractual relationship between the guest and the host and ZLT’s intermediation activities in addition to the statutory provisions. **Therefore please read these terms and conditions carefully.**

1. Position of ZLT; scope of application of these terms and conditions of guest accommodation

1.1. The following applies for all conclusions of contracts:

- a)** ZLT is the operator of the respective websites/the publisher of the relevant host directories, catalogues, flyers or other print media and websites, insofar as it is explicitly specified therein as the publisher/operator.
- b)** insofar as ZLT brokers further services of the hosts (accommodation, catering and ancillary services provided by the host itself) that do not account for a significant share of the total value of the host's services and neither constitute a key feature of the range of services provided by the host or ZLT itself nor are advertised as such, ZLT will merely have the status of an agent.
- c)** As an intermediary, ZLT has the status of an intermediary of associated travel services, insofar as the requirements for an offer of associated travel services of ZLT under the provisions of Article 651w BGB are fulfilled.
- d)** Without prejudice to the obligations of ZLT as a provider of associated travel services (particularly the provision of the legally prescribed form and securing customer funds in the event of debt collection activities by ZLT) and the legal consequences in the event of failure to fulfil those legal obligations, in the event that the requirements under b) or c) are fulfilled ZLT is neither the tour operator nor a party to the contract for the Leisure Activity concluded in the event of a booking. It is therefore not liable for the host’s information on prices and services, for the provision of the services itself or for defects in the services.

1.2. These terms and conditions of guest accommodation apply, to the extent effectively agreed, to all bookings of accommodation which are based on the host directory published by ZLT and bookings made based on the relevant offers published online.

1.3. The hosts reserve the right to agree on other terms and conditions for guest accommodation with the guest in the individual case which deviate from the following terms and conditions of guest accommodation or which supplement them.

2. The conclusion of the contract, travel agents, information in hotel guides; information on the exclusion of certain rights of withdrawal

2.1 With his/her booking (following the provision of **non-binding** information by the host concerning the accommodation it offers and the current availability as the case may be), the guest submits a

binding offer to the host for the conclusion of the guest accommodation contract. The basis of this offer are the description of the accommodation and the additional information in the booking basis (e.g. a description of the location, classification information), insofar as they are available to the guest upon booking.

2.2 The guest's booking may be placed using any of the options provided by the host (orally, in writing, over the telephone, by fax or by e-mail).

2.3 The contract arises upon receipt by the guest of the declaration of acceptance (booking confirmation) issued by the host or **ZLT** as its representative. There are no formal requirements for the declaration of acceptance, so oral and telephone confirmations are also legally binding for the guest and the host.

2.4 In accordance with the statutory requirements the guest is advised that, pursuant to the provisions of law (Article 312g par. 2 sentence 1 sec. 9 BGB), for guest accommodation contracts concluded by way of distance selling (letters, catalogues, telephone calls, emails, messages sent by mobile phone (text messages)) or outside of the business premises **there is no cancellation right** and only the provisions of law on failure to take advantage of rental services (Article 537 BGB) apply (see also Section 6 of these guest accommodation conditions).

2.5 As a rule, upon an oral or telephone booking confirmation the host will send the guest a written copy of the booking confirmation. The legal effectiveness of the guest accommodation contract in the case of such bookings is not contingent on the receipt of the written copy of the booking confirmation.

2.6 If the host or **ZLT** (as their agent) provides the option of making a binding booking (and intermediation of the accommodation) by means of concluding a contract electronically over an internet platform, the following applies to the conclusion of this contract:

a) The online booking process will be explained to the Customer by means of appropriate information. The sole available contract language is German.

b) Using a correction option (which is explained during the order process), the Customer can correct individual errors, or delete information, or reset the entire online order form at any time.

c) After the Customer has selected the accommodation services he wants and entered his personal details, all of this data, including all the key information about prices, services, any additional services booked and any travel insurance taken out, will be displayed. The Customer has the option of aborting the entire booking or starting it again.

d) By clicking on the "book for a fee" button, the Customer submits a binding offer to the host for the conclusion of a guest accommodation contract. Clicking on this button results in the conclusion of a guest accommodation contract with a binding obligation to pay the fee - provided that a booking confirmation from either the host or **ZLT** (as the intermediary) is received within the commitment period. Placing a booking online and clicking on the "book for a fee" button does not establish any claim of the Customer to the conclusion of a guest accommodation contract. The host may decide in its own discretion whether to accept or decline the offer to conclude a contract (booking) made by the Customer.

e) If the booking confirmation is not displayed in real time (the booking confirmation is made immediately after the guest has made the booking by clicking on the button "book with obligation to pay" by displaying the booking confirmation on the screen), either the host or **ZLT** (as the intermediary) will confirm receipt of the booking to the Customer electronically without undue delay. This confirmation of receipt does not constitute a booking confirmation and does not establish any claim to the conclusion of a guest accommodation contract according to the Customer's travel wishes.

f) The guest accommodation contract is concluded when the Customer receives booking confirmation, which the host or **ZLT** (as the intermediary) will send to the Customer using the email address, fax number or postal address provided by the Customer during the ordering process.

2.7 If the content of the booking confirmation deviates from the content of the booking itself, the former constitutes a new offer by the host. The contract will be concluded on the basis of this new offer, provided that the guest makes his/her acceptance by means of an express declaration, making a down payment, paying the outstanding balance or availing him-/herself of the accommodation.

2.8 Travel intermediators (e.g. travel agencies) and entities who take bookings are not authorised to make agreements, provide information or make assurances that amend the agreed content of the contract, go beyond the contractually-agreed services of the host or that contravene the service and accommodation descriptions.

2.9 Information provided in hotel guides and similar directories which are not published by either **ZLT** or the host are not binding on the host (including with regard to its obligation to render the services) if they have not been made part of the host's performance obligations by means of express agreement with the guest.

3. Non-binding reservations

3.1 Reservations which are not binding on the guest which the guest may retreat from without incurring any charges are only possible if there is an express agreement with **ZLT** or the host.

3.2 If there has been no express agreement that the guest may make non-binding reservations, making the booking according to Clause 2 (Conclusion of the contract) of these terms and conditions will, as a rule, result in a legally binding contract for the host and the guest/client.

3.3 If it has been agreed that the guest may make a non-binding reservation, the desired accommodation will be kept on hold by the host for booking by the guest until the agreed time. By that time, the guest must inform **ZLT** or the host whether the reservation should be considered a binding booking for him too. If this is not done, the reservation will be dropped without any further obligation on the part of **ZLT** or the host to give notification. If the notification is made in a timely manner, a legally binding guest accommodation contract is concluded between the host and the guest when the host receives the notification.

4. Prices and services, re-bookings

4.1. The prices specified in the booking basis (host directory, host's offer, internet) are final prices and include statutory VAT and all additional costs, unless stated otherwise with regard to the additional costs. Tourism tax may be separately incurred and specified, as well as fees for services billed according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services that are only booked or utilised on site.

4.2. The services to be rendered by the host are exclusively as stated in the content of the booking confirmation in conjunction with the valid prospectus or the object description and any supplementary arrangements explicitly made with the guest/client. The guest/client is recommended to make any additional agreements in writing.

4.3. For re-bookings (amendments relating to the type of accommodation, the dates of arrival and departure, the duration of the stay, the type of catering, for additional services and other supplementary services booked) where there is no legal claim to their performance, the host may charge a re-booking fee of € 15 per amendment. This does not apply if the amendment is only minor.

5. Payment

5.1 The due date of advance payments and balance payments will be based on the arrangement made between the guest or the client and the host and stated in the booking confirmation. If no special agreement has been made, the full price of the accommodation including the fees for additional costs and additional services will be due at the end of the stay and payable to the host.

5.2 The host may demand a down payment after the conclusion of the contract. Unless otherwise agreed in the individual case, this amounts to 15% of the total price for the accommodation service and any additional services which have been booked.

5.3 Neither payments in foreign currencies nor by crossed check are possible. Payments by credit card or EC cards are only possible if this is agreed or generally offered by the host by way of a notice. Payments at the end of the stay by bank transfer are not permitted.

5.4 If, despite a reminder issued by the host and setting a time limit, the guest fails to make an agreed advance payment or fails to pay it in full within the specified deadline, provided that it is ready and able to provide the contractual services itself and provided that no statutory or contractual right of retention of the guest exists, the host will have the right to withdraw from the contract with the guest and demand from the latter withdrawal costs in accordance with Section 6 of these terms and conditions. The host is not entitled to do this if the guest is not to blame for the payment default.

6. Withdrawal and no-show

6.1 In the event of withdrawal or a no-show, the host's entitlement to payment of the agreed accommodation price, including the percentage for meals and remuneration for additional services, will remain unaffected. This shall not apply if the guest has been granted a free right of cancellation by the host in individual cases and the host receives the guest's declaration of the exercise of this free right of cancellation, which does not require a specific form, in due time.

6.2 The host must attempt to otherwise make use of the accommodation in the course of its normal business activities, without any obligation to make a special effort and taking into account the specific character of the booked accommodation (e.g. non-smoking room, family suite).

6.3 The host must accept deductions if they manage to let the accommodation to other parties and for any savings made.

6.4 The host may determine lump-sum compensation amounts taking into account the period between the cancellation and the start of the booking, as well as the expected savings in expenses and the expected income from other uses of the accommodation. The applicable lump-sum compensation amounts will be specified in the offer and in the booking confirmation. If no lump-sum compensation amounts are specified in the offer and in the booking confirmation, compensation shall be calculated in accordance with the percentages recognised by case law for the assessment of saved expenses, taking into account any amounts to be offset in accordance with Section 6.3., based on the total price of the accommodation services (including all additional costs), but without taking any public levies such as visitor's tax into account:

- **For holiday apartments/accommodation**
 - Without meals** **90%**
- **For overnight stays with breakfast** **80%**
- **For half board** **70%**
- **For full board** **60%**

6.5 The guest/client explicitly retains the right to provide proof to the host that the expenses he has saved are significantly higher than the deductions taken into account here or that other use of the accommodation services or other services has taken place. If such proof is provided, the guest/client must only pay the appropriately lower amount.

6.6 We strongly recommend taking out travel cancellation insurance.

6.7 For reasons relating to the technical booking process, the withdrawal declaration must be addressed to ZLT (not to the host) and, in the best interests of the guest, should be issued in text form.

7. Arrival and departure

7.1 The guest must arrive at the agreed time – without a special agreement no later than by 6p.m.

7.2 The following applies for later arrivals:

The guest must inform the host no later than by the agreed time of arrival that he/she will be arriving late or, in the case of stays lasting multiple days, will occupy the booked accommodation on a subsequent day.

If timely notification is not given, the host will have the right to otherwise allocate the accommodation. For the period where the accommodation is not occupied the provisions of Clause 6 apply accordingly.

If the guest notifies a later arrival, he has to pay the agreed remuneration, less any expenses which the host has saved according to Clauses 6.4 and 6.5 (including for the unused occupancy time), unless the host is contractually or legally liable for the reasons which resulted in the later occupancy.

7.3 The accommodation must be vacated by the guest at the agreed time – without a special arrangement no later than by 12 p.m. of the day of departure. If the accommodation is not vacated on time, the host may demand appropriate additional remuneration. The host reserves the right to assert further claims for losses.

8. The Customer's obligation to notify defects, taking pets, termination by the host

8.1 The guest must promptly notify the host of any defects or disruptions that occur and demand remedial action. Only notifying defects to **ZLT** is not sufficient. If there is a culpable failure to report such defects, any claims of the guest against the host may be entirely or partially forfeit.

8.2 The guest may only terminate the contract in the event of significant defects or disruptions. The guest must first set the host a reasonable time limit in the defect notice to take remedial action, unless remedial action is impossible or is refused by the host or if immediate termination is objectively justified by a special interest of the guest which is recognisable for the host or if for such reasons the guest objectively cannot be reasonably expected to continue his/her stay.

8.3 The following applies to **taking pets**:

Guests are only permitted to bring pets into the accommodation and accommodate them in it if the host states that such a possibility exists in its advertisement and an explicit arrangement has been made in this respect.

In making such an arrangement the guest must provide accurate information on the type and size of the pet.

Any breaches of this obligation may entitle the host to terminate the guest accommodation contract by way of extraordinary termination.

If house pets are taken along without prior notice being given or incorrect information about the type and size of the pet was given, the host is entitled to refuse entry to the accommodation, terminate the guest accommodation contract and charge withdrawal fees according to Clause 6 of these terms and conditions.

8.4. The host may terminate the guest accommodation contract without notice if, despite a warning from the host, the guest persistently disturbs the host's business, other guests or the execution of the stay, or if the guest behaves in such a manner contrary to the contract that immediate termination of the contract is justified. If the host terminates the contract, the above provisions regarding the obligation to pay in the event of cancellation by the guest shall apply accordingly to the host's claim for payment.

9. Limitation of liability

9.1 The liability of the host under the guest accommodation contract according to section 536a BGB is excluded for damages that are not caused by the violation of a material obligation, the fulfilment of which makes the proper execution of the guest accommodation contract possible, or the violation

of which jeopardises the achievement of the purpose of the contract or results from the injury to the life, body or health of the guest, to the extent that the damages were not caused by an intentional or grossly negligent breach of obligation by the host, its legal representatives or vicarious agents.

9.2 Any proprietor's possible liability of the host for property brought into the accommodation under Article 701 et seq. BGB remains unaffected by this provision.

9.3 The host will not be liable for service disruptions in connection with services which, recognisably for the guest/client, are merely brokered as third-party services during the stay (for example sports events, visits to the theatre, exhibitions, etc.). The same applies for external services which are brokered by the host together with the booking of the accommodation, provided that they are explicitly specified as being third-party services in the advertisement or booking confirmation.

10. Statute of limitations

10.1 Contractual claims of the guest/client against the host under the guest accommodation contract or against ZLT under the intermediation contract due to death or injury to the body or health (including contractual claims for compensation for pain and suffering) which are based on their negligent breach of an obligation or an intentional or negligent breach of obligation by their legal representatives or vicarious agents, become time-barred after three years. This also applies to claims for the compensation of other damage which are based on a grossly negligent breach of obligation by the host/ZLT or on an intentional or grossly negligent breach of obligation by a legal representative or vicarious agent of ZLT/the host.

10.2 All other contractual claims become time-barred after a year.

10.3 The limitation period for claims according to the above provisions begins to run at the end of the year in which the claim arose and the guest/client became aware (or would have been aware in the absence of gross negligence) of the facts that establish the claim and that ZLT is the party against whom the claim is made. If the last day of this period falls on a Sunday or state-recognised holiday at the place where the declaration is made, or on a Saturday, the next working day will take the place of such a day.

10.4 If negotiations on the claim asserted or the circumstances on which the claim is based are in progress between the client and the host or ZLT, the limitation period is suspended until such time as the client or the host or ZLT refuses to continue the negotiations. The abovementioned limitation period begins 3 months after the end of the suspension at the earliest.

11. Special provisions relating to pandemics (particularly coronavirus)

11.1 The parties agree that the host will always perform the agreed services in compliance and in accordance with the official requirements and stipulations applicable at the time of travel.

11.2. The Traveller declares that he/she agrees to comply with reasonable usage rules or restrictions of the service provider when taking advantage of travel services and to promptly notify the tour leader and the service provider in the event that he/she suffers typical symptoms of illness.

11.3 Any warranty rights of the guest, in particular from § 536 BGB, remain unaffected by the above regulations.

12. Information about alternative dispute resolution bodies; Governing law and place of jurisdiction

12.1 With regard to the law on consumer dispute settlement, the host and ZLT hereby indicate that, in the event that these terms and conditions for guest accommodation are published, neither the host nor ZLT have any obligation to participate in consumer dispute settlement and the host/ZLT will not participate in any voluntary consumer dispute settlements. If consumer dispute resolution becomes obligatory for the host and/or ZLT, the host/ZLT will inform the guest/consumer about this in an appropriate form.

12.2 The contractual relationship between the host/ZLT and the client/guest is exclusively subject to German law. The same applies for any other legal relationship.

12.3 To the extent that German law is not applied on the merits of admissible legal actions brought at a location abroad by the guest/client against the host or the ZLT relating to the liability of the host/ZLT, German law applies exclusively regarding the legal consequences (i.e. the type, scope and amount of claims of the guest Customer).

12.4 The guest (or client) may bring legal action against the host (or ZLT) at the location of its registered office.

12.5 With regard to legal action which the host/ZLT brings against the guest/client, the location of the Customer's place of residence is decisive. For legal action brought against guests/clients who are traders, legal persons under public or private law, or persons who have their place of residence/registered office or habitual residence abroad, or whose place of residence/registered office or habitual residence are not known at the time when the action is brought, the location of the host's registered office is agreed as the place of jurisdiction.

12.6 The above provisions do not apply if and insofar as non-modifiable regulations of the European Union or other international regulations applicable to the contract are applicable.

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Important information about the right of withdrawal!

Please note that the law does not provide for any right of withdrawal (i.e. no right to withdraw from the contract free of charge) for guest accommodation contracts (contracts for accommodation in hotels, guesthouses, holiday homes, private rooms, on camping sites or in other accommodation establishments). Accordingly, if no right to withdraw from the contract has been expressly agreed, after the contract has been concluded, a party only has the option to withdraw from the contract or cancel subject to a fee according to the host's terms and conditions (if these have been agreed with legal effect) or the provisions of law.

The below terms and conditions on the intermediation of travel services ("Intermediation Terms") apply to the intermediation of individual travel services (accommodation, entry tickets, leisure tourism etc.), the intermediation of associated travel services and the intermediation of package deals by Zeller Land Tourismus GmbH!

Scope of application of these terms and conditions;

Breakdown into Sections A, B and C

The below terms and conditions are, to the extent effectively agreed, part of the intermediation contract between you (referred to in the following as "Customer" or "Traveller") and the Zeller Land Tourismus GmbH, referred to in the following as "ZLT" which is concluded whenever bookings are made. They supplement the statutory provisions of sections 675, 631 BGB (German Civil Code) and, in the case of the arrangement of package holidays or associated travel services, sections 651a - y BGB (German Civil Code) and Articles 250 and 251 EGBGB (Introductory Act to the German Civil Code) and provide more specific detail on them. **Therefore please read these Intermediation Terms carefully before making your booking.**

With regard to the various ways of intermediating travel services and package travel deals which are recognised by law depending on the nature of the travel service intermediated, these Intermediation Terms are split into 3 sections.

The exclusive rules for intermediation

A) of an individual travel service or multiple travel services of one type are set out in **Section A** of these Intermediation Terms

B) of associated travel services are set out in **Section B** of these Intermediation Terms

C) of package deals are set out in **Section C** of these Intermediation Terms

Section A: Rules for the intermediation of an individual travel service or multiple travel services of one type

The provisions of this Section A concerning the intermediation of an individual travel service or multiple travel services of one type within the meaning of section 651 a para 3 sentence 1 BGB (new version) apply exclusively if the travel service intermediated is **neither part of associated travel services according to Section B nor part of a package deal under Section C**. In this case, there is no legal requirement to notify the Customer by means of an information sheet.

1. Conclusion of the contract, information on the exclusion of certain rights of withdrawal

1.1. When ZLT accepts the Customer's intermediation request, a contract between ZLT and the Customer is concluded concerning the intermediation of travel services. Neither the request nor the acceptance are subject to any form requirements.

1.2. If the request is sent in electronic form (e-mail, online), ZLT will provide electronic confirmation of receipt of the request without undue delay. This confirmation of receipt does not constitute confirmation of acceptance of the intermediation request.

1.3. To the extent that there are no conflicting mandatory provisions of law, the mutual rights and obligations of the Customer and ZLT are set out in the agreements made in the individual case, these terms and conditions and the provisions of law, including sections 675, 631 et seq. BGB, concerning the procurement of business for a fee.

1.4. The agreements concluded with the Customer, including (to the extent effectively agreed) the contractual partner's own terms and conditions or travel/business, exclusively govern the rights and obligations of the Customer towards the contractual partner of the intermediated service. In the absence of any special agreement or notice, the conditions of carriage and tariff regulations issued on a statutory basis by the competent transport authority or on the basis of international agreements apply to transport services.

1.5. In accordance with the statutory requirements the customer is advised that, pursuant to the provisions of law (Article 312g par. 2 sentence 1 sec. 9 BGB), for contracts regarding leisure activities concluded by way of distance selling (letters, catalogues, telephone calls, emails, messages sent by mobile phone (text messages)) or outside of the business premises there is no cancellation right. Other legal rights of withdrawal and termination of the customer remain unaffected.

2. ZLT's general contractual obligations, information, instructions

2.1. The Customer will be given the best possible advice based on these Intermediation Terms. If desired, ZLT can make the booking enquiry with the service provider. After confirmation has been given by the service provider, the performance obligation includes the provision of the documents about the intermediated travel service(s). This does not apply if it has been agreed that the service provider will send the documents directly to the Customer.

2.2. When providing information and instructions, ZLT's is liable for the correct selection of the

information source and the correct forwarding to the Customer within the scope of the law and the contractual agreements. There is only a contract for the provision of information with the principal obligation to provide information if an express agreement has been concluded. ZLT is not liable for the accuracy of the information provided according to Section 675 para 2 BGB unless a specific contract for the provision of information has been concluded.

2.3. In the absence of an express agreement, ZLT has no obligation to determine who is the cheapest provider of the travel service requested or to offer the tickets of that provider. This does not affect ZLT's contractual obligations in relation to any "best price" guarantees that it has given.

2.4. In the absence of an express agreement, ZLT does not give any warranties within the meaning of Section 276 para 1 sentence 1 BGB with regard to information about prices, services, booking conditions or other circumstances relating to the travel service, and does not give any procurement guarantees within the meaning of this provision with regard to information about the availability of the services to be intermediated by the intermediary.

2.5. ZLT only accepts special requests for the purposes of forwarding them to the service provider to whom the referral is made as part of intermediation. Unless otherwise expressly agreed, ZLT is not liable for the fulfilment of such special requests. Furthermore, they are neither a condition precedent nor the contractual basis for the intermediation request or for the booking declaration which the intermediary must send to the service provider. The Customer is informed that special requests generally only become part of the service provider's contractual obligations if the service provider gives its express confirmation.

3. Documents about the intermediated travel service

3.1. Both the Customer and ZLT are obligated to check contractual and other documents of the intermediated service provider concerning the travel services, which were given to the Customer by ZLT (including booking confirmations, hotel vouchers, entry tickets, insurance policies and other documents about the intermediated travel services) for their correctness and completeness, and as to whether they match the booking and the intermediation request.

3.2. If documents concerning the intermediated travel services are not sent to the Customer directly by the intermediated service provider, ZLT will provide them by handing them over on its business premises or by sending them by post or e-mail.

4. Customer's cooperation obligations towards ZLT

4.1. The Customer must notify ZLT without undue delay of any errors or defects in ZLT's intermediation activities which are evident to him/her. This includes defective or incomplete information in the Customer's personal details, other information, information and documents concerning the travel services intermediated and the incomplete performance of intermediation services (e.g. failure to make bookings or reservations).

4.2. If the Customer fails to make a notification pursuant to Section 4.1, the following applies:

a) If the Customer is not at fault for failing to make the notification under Section 4.1, the Customer's claims do not lapse.

b) The Customer's claims against ZLT lapse to the extent that ZLT proves that the Customer would not have suffered any damage (or would not have suffered damage to the extent claimed by the Customer) if the Customer had made a proper notification. This applies, for instance, if ZLT proves that a notification made by the Customer without undue delay would have given ZLT the opportunity to rectify or mitigate damage, e.g. by re-booking, making a supplementary booking or cancelling with the service provider intermediated.

c) The Customer's claims do **not** lapse in the event of a failure to make a notification according to Section 4.1

- for claims which result from an injury to life, limb or health, or from the intentional or negligent violation of duty by ZLT, or a legal representative, or vicarious agent of ZLT
- in relation to claims for the compensation of other damage based on intentional or grossly negligent violation of duty by ZLT or by a legal representative or vicarious agent of ZLT
- if there has been a breach of a key obligation whose fulfilment makes it possible to correctly perform the intermediation contract at all or the violation of which jeopardises the achievement of the objective of the contract;

Liability for errors in bookings according to section 651x BGB is unaffected.

4.3. Para 4 does not affect any contractual and/or statutory obligations of the Customer to notify defects to the service provider to whom a referral was made in the course of intermediation.

4.4. In its own interests, the Customer is requested to indicate to ZLT any special needs or restrictions in relation to the travel services requested.

4.5. If the customer provides an email address for communication, the customer agrees to email correspondence that is transport-encrypted by ZLT and undertakes to check their inbox (including any SPAM filter) regularly for incoming messages.

5. Compensation for out-of-pocket expenses, fees, debt collection

5.1. ZLT is entitled to request payments according to the intermediated service provider's provisions on the rendering of services and payment, as long as these provisions have been effectively agreed between the service provider and the Customer and contain legally effective provisions concerning payment.

5.2. ZLT may enforce payment claims against the Customer as its debt collection agent, provided that this complies with the agreements between ZLT and the service provider. However, the debt collection agent may also make such enforcement based on its own rights in relation to the Customer's legal obligation to make advance payments as the client pursuant to Section 669 BGB.

5.3. The above provisions apply accordingly for cancellation fees (compensation for withdrawal) and other justified statutory or contractual claims of the service provider to which the referral was made as part of intermediation.

5.4. The Customer may not counter ZLT's own payment claims by way of retention or set-off by seeking to argue that the Customer has claims against the mediated service provider, in particular due to defective performance of the mediated contract or due to withdrawal from the mediated contract. This does not apply if a culpable breach of contractual obligations by ZLT was the cause or contributory cause of such claims arising, or ZLT is liable to the Customer for the counterclaims enforced for other reasons.

6. ZLT's obligations in relation to complaints by the Customer to the intermediated service providers

6.1. Claims must be enforced against the intermediated service providers within certain statutory or contractual periods. In general, enforcing the claims against ZLT is not decisive in determining whether these periods have been complied with. This also applies to the extent that the Customer wishes to enforce claims against ZLT and the service provider with regard to the same travel services.

6.2. In the case of complaints or other enforcement of claims against the intermediated service providers, ZLT's obligations are restricted to the provisions of the necessary and known information and documents (including the notification of names and addresses of the intermediated service providers).

6.3. If ZLT (even without having any obligation to do so), performs the forwarding of the claims notice which is decisive in determining whether the relevant time limit has been complied with, ZLT is only liable for the timely receipt of this notice by the recipient if the deadline is missed due to ZLT's own intention or gross negligence.

6.4. ZLT does not have any obligations to provide advice on the type, scope, amount, conditions precedent to the claims, any time limits which must be observed, or any other legal provisions with regard to any claims which the Customer may have against intermediated service providers.

7. Important information about insurance for travel services

7.1. ZLT hereby highlights the option of taking out travel cancellation insurance when making the booking which would help to mitigate the cost risk should the Customer cancel.

7.2. Furthermore, the Customer is informed that travel cancellation insurance does not usually cover the damage which he/she may incur if he/she abandons the utilisation of the travel services after the relevant event has commenced - even if the Customer is not to blame for such abandonment. Travel cancellation insurance must usually be concluded separately.

7.3. If (travel-) insurance policies are the subject of intermediation, the Customer is informed that the terms of the intermediated (travel-) insurance policies may contain specific contractual terms and/or cooperation obligations of the Customer, including exclusions of liability (i.e. in the event of pre-existing illnesses), time limits for filing claims and excess. ZLT has no liability if he has not provided any false information about the insurance terms and the intermediated travel insurer has a right to withhold performance against the Customer based on effectively agreed insurance terms.

8. Liability of ZLT

8.1. If ZLT has not assumed a broader contractual obligation by express agreement with the Customer, ZLT is only liable for proper fulfilment of its intermediary obligations. These intermediary duties include, in particular, the legally effective transmission of the offer to conclude the contract with the service providers to be intermediated and, if the contract offer is accepted by the service providers to be intermediated, the transmission of the contract confirmation on behalf and for the account of the intermediated service provider.

8.2. ZLT is not liable for defects and damage which the Customer incurs in relation to the travel service(s) intermediated. This does not apply if an express agreement has been concluded with ZLT or ZLT has made an express representation in this regard, including if this agreement/representation deviates significantly from the service provider's service specification.

8.3. The above provisions do not affect any liability of ZLT for a culpable breach of intermediation obligations.

9. Special provisions relating to pandemics (particularly coronavirus)

9.1. In the absence of an express agreement, ZLT has no obligation to inform the Customer about any generally applicable rules at the destination for the travel services with regard to pandemics (including coronavirus).

9.2. The parties agree that the mediated service provider will always perform the mediated travel services in compliance and in accordance with the official requirements and stipulations applicable at the time of travel. The Traveller declares that he/she agrees to comply with reasonable usage rules or restrictions of the service provider when taking advantage of travel services and to promptly notify the tour leader and the service provider in the event that he/she suffers typical symptoms of illness.

9.3. The statutory rights of the Customer remain unaffected by the above provisions.

10. Data Protection; Alternative dispute resolution; governing law and place of jurisdiction

10.1. When initiating, concluding, processing and cancelling a mediated contract, ZLT collects, stores, processes and passes on data to the mediated providers of travel services in accordance with the statutory provisions. You can find out more about your rights in relation to your personal data in the data protection declaration at <https://www.zellerland.de/en/privacy-policy>

10.2. With regard to the law on consumer dispute settlement, ZLT hereby indicates that ZLT will not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for ZLT following the printing of these intermediation terms, ZLT will inform the consumers in a suitable format.

10.3. With regard to Customers/travellers who are not citizens of a member state of the European Union or Switzerland, German law exclusively governs the entire legal- and contractual relationship between the Customer/traveller and ZLT. Such Customers/travellers may also bring legal action against ZLT at the location of its registered office.

10.4. For legal action which ZLT brings against Customers or Contractual Partners to a package travel contract who are traders, legal persons under public or private law or persons who have their place of residence or habitual residence abroad or whose place of residence or habitual residence are not known at the time when the action is brought, the location of ZLT's registered office is agreed as the place of jurisdiction.

Section B: Rules for the intermediation of associated travel services pursuant to section 651w BGB

The provisions of this **Section B** on the intermediation of associated travel services apply exclusively if ZLT provides the information sheet on the intermediation of associated travel services. This information sheet informs the Customer that, if he books an additional travel service at the intermediary, this does not result in the booking of a package deal, but a second contract for associated travel services when the contract is concluded.

1. Payments for associated travel services

1.1. ZLT may only accept payments of the Traveller towards fees for associated travel services if ZLT has ensured that these will be refunded to the Traveller, if travel services are to be provided by ZLT itself, or if claims of intermediated service providers to fees are still outstanding and if ZLT becomes insolvent.

a) Travel services are cancelled, or

b) the Traveller fails to make payment for travel services already rendered upon request by service providers who have not yet been paid in full.

1.2. This security is provided by ZLT upon the intermediation of associated travel services by taking out insolvency insurance according to section 651w para 3 BGB, stating the name and contact details of the insurer of customer payments in a clear, understandable and highlighted way, and handing over a corresponding security note for all payments of the Customer to ZLT for associated travel services, to the extent that the Customer does not make direct payment to the intermediated service provider of the associated travel service.

2. Reference to the additional application of the rules set out in Section A

2.1 The following provisions of Section A apply additionally to the intermediation of associated travel services: **1.1, 1.2, 1.4, 1.5; 2; 3; 4; 6; 7; 8,1,8.2; 9; 10.**

2.2. Clause 1.3 of Section A applies with the provision that the mutual rights and obligations in the event of the brokerage of associated travel services also arise from the statutory provisions of Sections 651a-y BGB and Articles 250 and 251 of the EGBGB.

2.3. Section A clause 5 only applies if ZLT has discharged its obligation under clause 1 of this Section B to secure payments.

2.4. Clause 8.3 of Section A applies with the provision that liability under Section 651x of the German Civil Code (BGB) also remains unaffected by the provisions in 8.1 f.

Section C: Rules for the intermediation of package deals pursuant to section 651v BGB by ZLT

The provisions of this **Section C** concerning the intermediation of package deal contracts (“Travel Intermediation”) pursuant to section 651v BGB (new version) apply exclusively if the travel intermediary has provided the information sheet on pack-age deals. The information sheet specifies the intermediated travel operator as the company responsible for providing the package tour.

1. Payments by the Customer / Traveller on package tours

1.1 ZLT and the intermediated travel operator may only demand or accept payments on the travel price before the end of the package tour, if an effective contract of the travel operator for the protection of customer payments exists and the Customer has been given the security note of the travel operator with name and contact details of the customer money insurer in a clear, understandable and highlighted way.

2. Declarations by the Customer / Traveller

ZLT is deemed to have been authorised by the tour operator to take receipt of notifications of defects and other declarations by the Customer/Traveller concerning the performance of the package deal. ZLT will inform the tour operator of such declarations by the Traveller without undue delay. To avoid wasting time in spite of declarations being forwarded in a timely manner, ZLT recommends submitting these declarations directly to the tour operator or the designated point of contact at the tour operator.

3. Reference to the additional application of the rules set out in Section A

3.1 The following provisions of Section A apply additionally to the intermediation of package tours: 1.1, 1.2, 1.4; 2.1; 2.3; 2.4; 3.1; 4.1; 4.4; 6.4; 7; 8; 9; 10.

3.2. Clause 1.3 of Section A shall apply with the provision that the mutual rights and obligations in the case of the arrangement of package holidays shall additionally arise from the statutory provisions of Sections 651a-y BGB and Articles 250 and 251 of the EGBGB.

3.3. Clause 1.5. of Section A applies with the provision that, in accordance with the statutory provisions (Section 312 (7) of the German Civil Code (BGB)), there is no right of cancellation in the case of package travel contracts pursuant to Section 651a and Section 651c of the German Civil Code (BGB) concluded at a distance (letters, catalogs, telephone calls, telecopies, e-mails, messages sent via mobile phone service (SMS) as well as broadcasting, telemedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal pursuant to Section 651h of the German Civil Code (BGB). However, there is a right of withdrawal if the contract for travel services has been concluded outside business premises in accordance with Section 651a of the German Civil Code (BGB), unless the oral negotiations on which the conclusion of the contract is based have been conducted at the prior request of the consumer; in the latter case, there is also no right of withdrawal.

3.4. Clause 2.2 of Section A only applies if information is concerned which the travel intermediary is not obliged to provide pursuant to section 651v BGB in conjunction with Article 250 sections 1 to 3 EGBGB.

3.5. Clause 3.2 of Section A only applies if the Customer is not entitled to a travel confirmation in paper form pursuant to Article 250 section 6 para 1 sentence 2 EGBGB.

3.6. Clause 8.3 of Section A applies with the provision that liability under Section 651x of the German Civil Code (BGB) also remains unaffected by the provisions in 8.1 f.

3.7. Clause 9 of Section A applies with the provision that the rights of package travel customers under Section 651i of the German Civil Code (BGB) remain unaffected.

The intermediary is:

Zeller Land Tourismus GmbH
Anna-Lena Struch
HRB 21962 Amtsgericht Koblenz
Balduinstraße 44
56856 Zell (Mosel)
+49 6542 9622-0
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The following intermediation and contract terms for leisure activities apply to contracts with activities providers and their intermediation by Zeller Land Tourismus GmbH!

Intermediation and contract terms for leisure activities services

Dear customers,

The below intermediation and contract terms govern both the legal relationship between the **Zeller Land Tourismus GmbH** - referred to in the following as “ZLT” and yourself - referred to in the following as “Customer” - with regard to ZLT’s intermediation activities and the legal relationship between you and the provider of the leisure activities services intermediated by ZLT, referred to in the following as “Provider”. The intermediation and contract terms are, to the extent that they have been included with legal effect, part of the **service contract** which is concluded between you and the principal and the tour guide when you place a booking. **Therefore, please read these terms through carefully before making your booking.**

1. Definitions: status of ZLT and the Provider; applicable provisions of law; intermediation of additional services

1.1. In the following, “Customer” means individual guests as well as groups of customers.

1.2. The present terms and conditions for leisure activities apply to leisure activities, guided tours and entry tickets which are provided by the **Provider**, last less than 24 hours and do not include an overnight stay according to section 651a para 5 no. 2 German Civil Code (BGB) (“day tours”) and the price of which does not exceed EUR 500. These day offers are referred to in the following as “Leisure Activity/Activities”.

1.3. The **Provider**, as an independent service provider, renders the advertised contractual services as the direct contractual partner of the Customer. **ZLT** is the sole intermediary of the contract between the Customer and the executing **Provider**, unless **ZLT** is expressly stated to be the Provider of the Leisure Activity in the individual case. If additional services, transfers, restaurant services and other services are booked in connection with the Leisure Activity, ZLT is also the sole intermediary of such services.

1.4. As an intermediary, ZLT has the status of a provider of associated travel services, insofar as the requirements for an offer of associated travel services of ZLT under the provisions of Article 651w BGB are fulfilled.

1.5. Without prejudice to the obligations of ZLT as a provider of associated travel services (including the provision of the legally prescribed form and securing customer funds in the event of debt collection activities by ZLT) and the legal consequences in the event of failure to fulfil those legal obligations, if the requirements under Section 1.3 or 1.4 are fulfilled, ZLT is neither the tour operator nor a party to the contract for the Leisure Activity concluded in the event of a booking. In the case of such orders/tours, ZLT is, therefore, not liable for information about prices and services, the provision of the service itself or performance defects in connection with the Leisure Activity. This does not apply to the extent that the contractually agreed service is a package holiday or another offer where ZLT is a direct contractual partner of the Customer.

1.6. Any liability of ZLT arising from the intermediation contract and the provisions of law, including in accordance with mandatory provisions regarding telemedia and electronic commerce, remain unaffected.

1.7. The agreements concluded with the **Provider/ ZLT** apply primarily to the legal relationship between the Provider and the Customer; these intermediation- and contractual terms, the provisions of law concerning contracts for services according to section 611 et. seq. BGB apply on a subsidiary basis. Primarily, the agreements concluded with ZLT apply to the intermediation relationship with ZLT, with the provisions of the present contractual terms concerning ZLT's intermediation activities and section 675 BGB (business procurement for payment) applying on a subsidiary basis.

1.8. Unless the mandatory provisions of international or European law which are applicable to the contractual relationship with the **Provider** or to ZLT's intermediation work stipulate more favourable rules for the Customer, German law will apply exclusively to the entire legal- and contractual relationship with the Provider and ZLT.

2. Conclusion of contract, position of group client; information on the exclusion of certain rights of withdrawal

2.1. The following applies to all Leisure Activity bookings:

a) The basis of the **Provider's** offer and the Customer's booking are the description of the Leisure Activity and the additional information in the booking basis, insofar as they are available to the Customer upon booking.

b) If the content of the booking confirmation deviates from the content of the booking itself, the former constitutes a new offer by the **Provider**. The contract will be concluded on the basis of this new offer, provided that the Customer makes his/her acceptance by means of an express declaration, making a down payment, paying the outstanding balance or availing him-/herself of the services.

c) The Customer making the booking is liable for the contractual obligations of the participants for whom he/she undertakes the booking as for his/her own obligations - provided that he/she has assumed the relevant obligation by means of a separate express declaration. The same applies to group clients or persons responsible for groups with regard to the participants in the Leisure Activities who are registered by the group client or person responsible for the group.

2.2. The following terms apply on a supplementary basis to Leisure Activities for private groups. Leisure Activities for private groups within the meaning of these terms exclusively mean group offers which are organised by the **Provider** as the responsible provider and are booked and/or executed via a person responsible for the group/group client, who acts as the authorised representative of a certain group of participants and also has the sole status of Customer vis-à-vis the **Provider**.

2.3. The service contract for the leisure activity is concluded upon confirmation of the booking by ZLT as the representative of the **Provider**. No specific form is required. As a rule, however, ZLT will send

the customer or the client a written copy of the booking confirmation, except in the case of very short-term bookings. In the case of binding telephone bookings, the legal validity of the contract is independent of the receipt of the written copy of the booking confirmation and any agreed advance payment.

2.4. The **Provider** highlights that, according to the provisions of law (section 312g para 2 sentence 1 no. 9 BGB), there is no right of withdrawal, even if the service contract was concluded as part of a remote sales transaction. The Customer's other statutory rights of withdrawal and termination remain unaffected.

2.5. In the case of bookings done over the website of the **Provider**, the tourism organisation or another intermediary, the following applies for the conclusion of the contract:

a) The Customer is explained the online booking process on the relevant internet portal. The Customer has the option to correct their entries, delete or reset the entire online booking form, and instructions on how to use this option are provided.

b) The contract languages specified for completing the online booking are indicated. If the contract text is stored in the online booking system, the customer or client is informed of this storage and the possibility of later retrieving the contract text.

c) By clicking on the "book with obligation to pay" (or similar) button, the Customer makes a binding offer to the **Provider** to conclude the contract for the Leisure Activity. The receipt of the booking will be promptly electronically confirmed to the Customer.

d) Sending the contractual offer by clicking on the "book with obligation to pay" button does not establish any claim of the Customer or the principal to the conclusion of a contract with the **Provider** based on the information provided in the booking. The **Provider** may decide in its own discretion whether to accept or decline the offer made by the Customer/principal.

e) The contract is concluded upon receipt of the booking confirmation from the **Provider** by the Customer/principal.

f) The booking confirmation is made either immediately after the customer or client has made the booking by clicking on the 'Book with obligation to pay' button, with a corresponding display on the screen (real-time booking), or – after corresponding electronic confirmation of receipt of the booking by the customer or client – after the booking has been sent in the specified or agreed form in writing, by e-mail or by fax.

g) In the event of immediate booking confirmation in real time on the screen, the customer is offered the option of saving and printing the booking confirmation. However, the binding nature of the service contract with the tour guide or the agency order to ZLT is not dependent on the customer or client using these options for saving or printing.

h) As a standard, ZLT will send the Customer/principal an additional copy of the booking confirmation by e-mail, e-mail attachment, post or fax in addition to the booking confirmation displayed on the screen. However, receipt of such an additional copy of the booking confirmation is also not a prerequisite for the legal validity of the service contract with the **Provider**.

3. Services, right of replacement; deviating agreements; amendment of material services; duration of services; weather conditions

3.1. The services owed by the **Provider** comprise the rendering of the respective service according to the service specification and the additional agreements concluded.

3.2. If the group size for a particular activity may not be less/more than a certain number, this must be stated in the service specification.

3.3. Unless otherwise expressly agreed, Leisure Activities do not have to be performed by a certain person (e.g. a certain tour guide). Even if a certain person is specified, the right is reserved to substitute this person by another person in the event that the person originally specified is prevented from performing the service for a compelling reason (including sickness). If the **Provider** is

unable to find a substitute in the event of a compelling reason for which the **Provider** is not to blame (including in the case of lone freelancers), the **Provider** is entitled to declare its withdrawal from the contract or to terminate the contract extraordinarily for an important reason. In such cases, the Customer's obligation to pay the fees ceases to apply in its entirety. Any other claims of the Customer (including the claim to reimbursement of travel costs to and from the tour) are excluded.

3.4. The scope of the services owed is determined by the service description and any additional agreements made. Information and assurances provided by third parties or agreements made with them (in particular travel agencies, accommodation providers, transport companies, restaurants, museums or other places of interest) regarding the scope of the contractual services that contradict the service description or the agreements made with ZLT and/or the **Provider** are not binding for ZLT and the **Provider**.

3.5. Amendments or additions to the contractually advertised services require an express agreement with the **Provider** for which text form is strongly recommended for evidential reasons.

3.6. Changes to material services which deviate from the agreed contents of the contract and which become necessary after conclusion of the contract (including changes during the period when services are rendered) and that are not brought about by the **Provider** against good faith, are permitted - provided the changes are not significant and do not affect the overall design of the service. Any guarantee claims of the Customer/principal remain unaffected in the case of such amendments to material services.

3.7. Any information provided concerning the duration of services is approximate.

3.8. The following applies to weather conditions and their effects on agreed services:

a) Unless otherwise expressly agreed in the individual case, the agreed services will be rendered regardless of the prevailing weather conditions.

b) Therefore, weather conditions do not entitle the Customer/principal to withdraw from or terminate the contract with the **Provider** free of charge. This does not apply if the weather conditions affect the body, health or property of the Customer or participant of the principal in the service to such an extent that the performance of the service is objectively unreasonable for the Customer/principal and its participants.

c) If such conditions are prevailing at the time when the service commences or if such conditions can objectively be expected for the agreed time of service commencement, the Customer/principal and the **Provider** are entitled to terminate the contract for the service either ordinarily or extraordinarily.

d) If the **Provider** terminates pursuant to c), the Customer/principal has no claim to the reimbursement of costs (including travel and accommodation costs), apart from any justified contractual statutory/contractual claims which the Customer/principal has to damages or compensation for expenses in this respect.

4. Rendering of the services and payment terms

4.1. The agreed services include the rendering of the service and any additional services which have been advertised or agreed.

4.2. With regard to online payment, the **Provider** may stipulate that the agreed price must be paid directly upon completing the booking; otherwise, the price must be paid within 14 days of the invoice date or, subject to agreement, directly prior to the beginning of the Leisure Activity.

4.3. If the **Customer** has no contractual or statutory right of withdrawal and the **Provider** is ready and able to perform the contractual services, the following applies:

a) If the Customer does not pay the price of the service or does not pay it in full even though the requirements for its falling due have been met, the **Provider** is entitled (subject to setting a reasonable grace period for performance and the expiry of the same) to withdraw from the contract and to claim damages from the Customer according to sections 280 para 1, 241 para 2 BGB and subject to the following para 7 - unless the Customer has a right of set-off or retention at the time

when the price falls due for payment or the Customer is not at fault for the payment default which has occurred.

b) The Customer is not entitled to the services unless and until the service price has been paid in full.

5. Changes to bookings; changes to the billing address

5.1. The Customer/principal is not entitled to have any changes made to the schedule for the service, the time, the point of departure, or the destination of the service (changes to booking) after the conclusion of the contract. At the request of the Customer/principal, it is possible to check whether it is possible to change the booking. Requests for changes to the booking are only accepted in text form.

5.2. The above provisions apply mutatis mutandis to changes in the billing address provided. A processing fee of 10,00 € may be charged for each change made.

6. Failure to utilise the services

6.1. If the Customer/principal fails to utilise the services or any part thereof (including by failing to appear to the tour without terminating the contract) even though the **Provider** was ready and able to render the services, and the **Provider** is not to blame for this failure, there is no claim to the reimbursement of any payments which have already been made.

6.2. The statutory rule (section 615 sentences 1 and 2 BGB) applies to the agreed fee:

a) The agreed fees must be paid without there being any claim to the subsequent rendering of the services.

b) However, the Provider must accept deductions on the fees for any expenses which are saved and for any fees which the Provider earns by providing (or by maliciously failing to provide) the agreed services to another party.

7. Withdrawal by the Provider due to failure to reach the minimum number of participants

7.1. If the minimum number of participants is not reached, the **Provider** may withdraw from the contract subject to the following provisions:

a) The minimum number of participants and the latest point by which the **Provider** may withdraw from the contract must be clearly stated in the specific service specification or, if standard rules apply to certain types of Leisure Activities, in a general notice or a general service specification.

b) The **Provider** must clearly state the minimum number of participants and the latest deadline for withdrawal in the booking confirmation or include a reference to the relevant information in the service specification in the booking confirmation.

c) The **Provider** must notify the Customer of the cancellation of the Leisure Activity without delay if it is certain that the Leisure Activity will not take place due to the minimum number of participants not being reached.

d) If a minimum number of participants has been agreed, a down payment specified in the advertisement may fall due for payment when the booking is made; the payment of the outstanding balance/entire fee falls due when the service is rendered.

7.2. If the Leisure Activity is not performed for this reason, the Customer will be reimbursed for any payments he/she has made on the Leisure Activity without delay.

8. Termination and withdrawal by the Customer/principal

8.1. The Customer/principal are entitled to terminate the contract with the **Provider** after its conclusion. No specific form is required for the termination. However, text form is strongly recommended for termination notices. If the Customer/principal terminates the contract or fails to utilise the services without giving notice of termination (including by not appearing to the tour), the **Provider** may demand the price for any services made available as well as any associated expenses.

8.2. If the customer or client cancels or does not make use of services without giving notice of cancellation – in particular by not showing up – **Provider** may demand payment of the service price for the services provided and the associated expenses.

8.3. Provider may determine lump-sum compensation taking into account the period between the declaration of withdrawal and the start of the leisure activity, as well as the expected savings in expenses and the expected gains from other uses of the leisure activity. The lump-sum compensation amounts applicable will be specified in the offer and the booking confirmation. If no lump-sum compensation amounts are specified in the offer and in the booking confirmation, cancellation fees of 100% of the price for the service will be charged. Section 6.2.b) applies.

8.4. If, based on the cancellation conditions stipulated by the **Provider**, a pro rata reimbursements to the Customer would fall due in the event of cancellation or termination, any pro rata reimbursement of payments already made which fall due will be made by the **Provider** only. Intermediaries of the **Provider** with debt collection authorisation are expressly not entitled or obliged to make repayments on behalf of and on the account of the Provider.

8.5. However, the Customer is still at liberty to furnish proof to the **Provider** that the **Provider** has not suffered any damage at all or materially less damage than the compensation demanded.

8.6. The above provisions on termination do not affect the Customer's statutory or contractual rights in relation to defects in the services of the **Provider** or any other statutory guarantee claims.

9. The Provider's liability; insurance

9.1. For the liability of ZLT, please refer to section 1.6. ff. of these terms and conditions.

9.2. The **Provider's** liability is unlimited, provided that

- the losses result from a breach of a key obligation of the **Provider** whose fulfilment makes it possible to correctly perform the contract at all or the violation of which jeopardises the achievement of the objective of the contract;
- the losses result from loss of the Customer's life or injury to the Customer's body or health.

Otherwise the **Provider's** liability is limited to losses caused by the **Provider** or its vicarious agents either intentionally or due to gross negligence.

9.3. The **Provider** is not liable for the services, measures or omissions of accommodation and catering establishments or other providers visited within the context of the tour, unless the damage is caused by (or partially caused by) a culpable breach of duty on the part of the **Provider**.

9.4. The agreed services under the contract only include insurance in favour of the Customer/principal if this has been expressly agreed. The Customer/principal is strongly advised to conclude cancellation insurance.

10. Termination for reasons relating to behaviour

10.1. The **Provider** may terminate the service contract with immediate effect if the Customer continues to cause disruption despite being issued with a warning by the **Provider**, or if the Customer behaves in a way which breaches the contract to such an extent that the immediate cancellation of the contract is justified.

10.2. If the **Provider** terminates the contract, the **Provider** retains the claim to the price of the service; however, the **Provider** must accept deductions for any savings on expenses or any benefits which the **Provider** obtains from providing the service which the Customer fails to utilise to another party.

11. Obligations of the guest

11.1. The Customer must notify the **Provider** of any defects in the agreed services immediately and demand remedial action. The only time when claims which arise from the **Provider** rendering the services defectively or incompletely do not lapse if this notification is omitted without fault.

11.2. When making the booking or in a timely manner before the agreed date for the Leisure Activity, the Customer will be asked to provide a mobile phone number so that they can be contacted in the event of extraordinary circumstances. **ZLT** usually also provides the guest or a nominated individual with a mobile phone number of the Provider of the tour.

11.3 Agreed service schedules must be adhered to punctually. If the Customer is late, he/she must notify the provider of the Leisure Activity of this delay by the agreed scheduled time for the beginning of the tour and specify their expected time of (late) arrival. The **Provider** is entitled to refuse to commence the Leisure Activity at a later point, if postponement is objectively impossible or unreasonable, including if any subsequent services would not be able to be rendered or other mandatory business or private appointments would not be able to be attended. As a rule, postponements of more than 30 minutes entitle the **Provider** to cancel the Leisure Activity. In this case, the provisions of Section 6 of these terms apply to the **Provider's** claim to the fees.

11.4. The Customer is only entitled to abort or terminate the Leisure Activity after it has commenced if the services provided by the **Provider** are highly defective and these defects are not rectified despite being appropriately notified. If the tour is aborted or terminated without justification, there is no claim to reimbursement. This does not affect the Customer's guarantee claims in the event that the Leisure Activity is performed defectively.

12. Specific obligations of guests in relation to outdoor Leisure Activities

12.1. Before making the booking and taking part in the Leisure Activity, the Customer is responsible for ensuring that the Leisure Activity are suitable for him/her, in view of his/her personal state of health.

12.2. In the absence of an express agreement, neither the Provider nor ZLT are obligated to provide the Customer with any (personalised) medical advice or instructions.

12.3. The Provider and its vicarious agents (guides etc.) may exclude the Customer either wholly or partially from the tour if there are substantiated indications that the Leisure Activities could exceed the Customer's abilities and the Customer could therefore place him-/herself or others at risk. Section 6 applies.

12.4. In the event that the Customer leaves or aborts the tour at his/her own request due to an injury or illness for which the Provider was not to blame, the provisions of Section 6 apply.

12.5. The Customer is advised to wear clothes which are suitable for the Leisure Activity and which provide protection against intense sunlight, rain or wind. The Customer is also advised to take a change of clothes. If the Customer appears at the tour with unsuitable clothing or footwear, the Provider reserves the right to exclude the guest from the Leisure Activity either wholly or in part for safety reasons.

13. Specific obligations of the Customer with regard to Leisure Activities entailing physical activity (e.g. hiking, cycling, Segway etc.)

13.1. Section 12 applies to Leisure Activities entailing physical activity.

13.2. Even though the Leisure Activities are accompanied by a guide, they demand a high level of self-responsibility on the part of the Customer.

13.3. Guests are advised to wear clothes which are suitable for the Leisure Activity and which provide protection against intense sunlight, rain or wind. The Customer is also advised to take a change of clothes. If the Customer appears with un-suitable clothing or footwear, the Provider of the tour reserves the right to exclude the Customer from the Leisure Activity either wholly or in part for safety reasons.

13.4. Instructions given by the guide must be followed both before and during the Leisure Activity. Traffic rules must be observed and due consideration paid to the other transport users.

13.5. Non-swimmers are not permitted to participate in any Leisure Activities which feature physical activities on water.

13.6. The **Provider** reserves the right to make changes to the planned Leisure Activities depending on the knowledge of the Customers who wish to participate, their technical capabilities and fitness or due to unforeseen circumstances as part of the **Provider's** duties of care and duties to ensure public safety.

13.7. Unforeseen circumstances as regards the risks of Leisure Activities within the meaning of the above paragraph include, but are not restricted to: Extreme weather conditions or returns due to injury, illness or exhaustion on the part of a participating Customer.

14. Special provisions relating to pandemics (particularly coronavirus)

14.1. The parties agree that the **Provider** will always perform the agreed services in compliance and in accordance with the official requirements and stipulations applicable at the time when the tour takes place.

14.2. The Customer declares that he/she agrees to comply with reasonable usage rules or restrictions of the **Provider** when taking advantage of services and to promptly notify the Provider in the event that he/she suffers typical symptoms of illness.

14.3. The customer agrees to observe reasonable usage regulations or restrictions imposed by **Provider** when using services.

14.4. The contract is expressly agreed subject to **Provider's** right of withdrawal if the agreed maximum number of participants at the time-of-service provision is not permitted at any time under the official requirements applicable to the experience offers.

14.5. The above provisions do not affect any consumer rights on defects of the customer.

15. Choice of law; place of jurisdiction; consumer dispute resolution

15.1. With regard to the law on consumer dispute settlement, the **Provider** and **ZLT** hereby indicate that, in the event that these terms and conditions are published, neither the **Provider** nor **ZLT** have any obligation to participate in consumer dispute settlement and the **Provider/ ZLT** will not participate in any voluntary consumer dispute settlements. If consumer dispute resolution becomes obligatory for the **Provider** and/or **ZLT** in future, the **Provider/ ZLT** will inform the affected guest/consumer about this in an appropriate form.

15.2. German law applies exclusively to the entire legal and contractual relationship between the **Provider** and the Customer. The Customer may only bring legal action against the Provider at the location of the **Provider's** corporate seat.

15.3. To the extent that German law is not applied on the merits of admissible legal actions brought at a location abroad by the guest/client against the **Provider** or the **ZLT** relating to the liability of the **Provider/ ZLT**, German law applies exclusively regarding the legal consequences (i.e. the type, scope and amount of claims of the guest Customer).

15.4 The guest (or client) may bring legal action against the **Provider** (or **ZLT**) at the location of its registered office.

15.5 With regard to legal action which the **Provider/ ZLT** brings against the guest/client, the location of the Customer's place of residence is decisive. For legal action brought against guests/clients who are traders, legal persons under public or private law, or persons who have their place of residence/registered office or habitual residence abroad, or whose place of residence/registered office or habitual residence are not known at the time when the action is brought, the location of the **Provider's** registered office is agreed as the place of jurisdiction.

15.6 The above provisions do not apply if and insofar as non-modifiable regulations of the European Union or other international regulations applicable to the contract are applicable.

Status of this version: June 2025

The provider of the respective Leisure Activity is the provider of leisure activities specified in the offer.

The intermediary for the leisure activities is:

Zeller Land Tourismus GmbH
Anna-Lena Struch
HRB 21962 Amtsgericht Koblenz
Balduinstraße 44
56856 Zell (Mosel)
+49 6542 9622-0
info@zellerland.de

The following terms and conditions apply to offers in the online shop of Zeller Land Tourismus at www.zellerland.de!

Terms and conditions for the online shop of place

Dear visitors to our online shop,

The following terms and conditions constitute, to the extent legally agreed in accordance with the statutory requirements, the content of the purchase contract or service contract concluded between you, hereinafter referred to as the "Customer", and place. Please read these Terms and Conditions carefully before placing your order.

1. Provider and seller of the goods/services; Definitions; Scope of these Terms and Conditions; contract language

1.1 The provider and seller of the goods and services with whom the contract is entered into in the event of the conclusion of contract is:

Zeller Land Tourismus GmbH
Balduinstraße 44
56856 Zell (Mosel)
Telephone: +49 (0) 6542 96220
E-Mail: info@zellerland.de
Managing Director: Anna-Lena Struch
VAT ID no.: DE 815153362

1.2 The provider/seller is abbreviated to "ZLT" in the following.

1.3 These terms and conditions apply to all purchase and service contracts which are concluded with ZLT on the website www.zellerland.de. For the purposes of simplification, and unless otherwise stipulated, the following will refer to the "Purchase Contract", "Goods" and "Seller", even if the subject matter of the contract is a service. These terms and conditions do not apply to package travel

contracts, guest accommodation contracts for lodging services, city and guest tours and other services provided by ZLT on this website as a separate service or as a travel agent.

1.4 Admission tickets, vouchers and tickets for events of third party organizers (hereinafter uniformly referred to as "third party organizer tickets") are offered by ZLT in the online store only in the name and for the account of the respective third party organizer and mediated for ordering. The respective third party organizer, who becomes the contractual partner of the customer with regard to the third party ticket, is named transparently in the respective offer of the third party ticket. In addition and subordinate to the general regulations of the order process in these terms and conditions, the brokerage terms and conditions of ZLT, which can be viewed [here](#), shall apply to the brokered third-party tickets, with the proviso that, within the scope of the order in the online store, an exclusively electronic order processing is agreed and the regulations on the brokerage of travel services are to be applied accordingly to third-party tickets.

1.5 These Terms and Conditions are displayed to the Customer during the online order process and can be printed out by the Customer and stored in a reproducible form using the button specified in the booking process.

A "consumer" within the meaning of these terms and conditions is any natural person who concludes a legal transaction for a purpose that cannot be attributed to their commercial or independent professional activity. An "entrepreneur" is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, is acting within the scope of their commercial or independent professional activity. A legal partnership is a partnership that has the ability to acquire rights and liabilities.

1.6 In the case of contracts with **entrepreneurs**, these terms and conditions will also apply as **contractual content for follow-up transactions** with no further express agreement or notice.

1.7 Terms and conditions of companies as Customers, in particular purchase conditions, are not valid, even if the Customer refers to these and/or ZLT is aware of them, whereby ZLT is not required to object to the applicability of these terms and conditions in general or in individual cases.

1.8 The sole available contract language is **German**.

2. Conclusion of the Purchase Contract, storage of the contract text

2.1 The presentation of the Goods and services in the online shop does not represent a legally binding contract offer by ZLT and is merely an unbinding invitation to the Customer to order Goods. By ordering the required Goods in accordance with the following provisions, the Customer submits an **offer** to conclude a Purchase Contract **which is binding on the Customer**.

2.2 The submission of a binding contract offer by the Customer takes place in the following stages:
Selection of the required Goods

a) Transfer of the details about the required Goods to the shopping cart

b) Entry of Customer's personal details or first name or registration as a Customer

c) Information about payment method

d) Summary of all entries by the Customer and all information about the Goods and the terms of payment

e) Display of these terms and conditions and information about the right to withdraw, consent of the Customer to the application of these terms and conditions and confirmation of acknowledgement of the right of withdrawal by the Customer

f) Binding order and transfer of the binding contract offer of the Customer by clicking the button "Order for a fee"

g) Transfer of the confirmation of receipt of the Customer's order

2.3 Before completing the order by clicking the "order for a fee" button, the Customer can use the "back" button on their internet browser or the functionalities explained during the order to correct

their entries or cancel the order process. The order can also be cancelled at any time by closing the respective internet browser.

2.4 ZLT will immediately confirm receipt of any electronic orders to the Customer by sending an e-mail. This confirmation of receipt does **not yet constitute the acceptance of the Customer's contract offer** and will not therefore result in the conclusion of the Purchase Contract and does not form any basis for rights of the Customer to conclude a Purchase Contract in accordance with their wishes and order.

2.5 By clicking the "order for a fee" button and submitting a contract offer, the Customer is bound to this offer for **seven working days**, unless an alternative period is agreed by **ZLT** for the acceptance of the offer in individual cases.

2.6 The contract becomes legally binding either when the Customer receives an order confirmation in text form from **ZLT** within the required period or when the Customer receives the ordered goods within this period or at the beginning of the execution of the services.

2.7 ZLT will store the contractual text of the order. It can be accessed and viewed by the Customer at any time according to the functionalities specified in the order process.

3. Prices, shipping costs

3.1 All prices quoted in the online shop are final prices and include statutory VAT. The prices stated at the time of ordering apply. They include the statutory VAT.

3.2 Price changes and avoidance on account of mistake are reserved in accordance with the statutory provisions.

3.3 The sales prices valid at the time of delivery apply in the case of published products subject to controlled prices.

3.4 Shipping costs are charged at a flat rate of €3.50 within Germany.

The customer shall bear the costs for special delivery methods and express deliveries requested by the customer.

Orders from abroad are possible on request, subject to the applicable shipping costs.

3.5 If the Customer asserts their withdrawal rights, they will bear the standard cost of returning the Goods if the Goods delivered are identical to the Goods ordered.

4. Delivery, delivery time

4.1. Deliveries are made to the specified address. Delivery only available within Germany. We are unable to deliver products abroad.

4.2. If advance payment is agreed, ZLT will not ship the goods before receipt of payment.

4.3. In the case of advance payment, the period for delivery begins on the day after the payment order has been issued to the transferring bank or payment service provider by the Customer or, in the case of other payment methods, the day after conclusion of the contract, and ends upon expiry of the last day of the period. If the last day of this period falls on a Saturday, Sunday or public holiday at the place of delivery, the next working day will take the place of such a day.

5. Payment, retention of title

5.1 Goods can be paid for by advance payment

5.5 When paying in advance, the Customer is required to transfer the invoice amount without any deductions to the specified account, stating the purpose of use (invoice and/or order number) within **5-7 days** after receipt of the order confirmation in accordance with para. 2.6. If the payment is not made within the specified period, even though **ZLT** is prepared and in a position to duly deliver the Goods and if the Customer does not have any statutory or contractual rights of retention or with-

drawal, **ZLT** can declare its withdrawal from the contract following a reminder with a reasonable grace period.

5.6 The Goods remain the property of **ZLT** until full payment.

5.7 Following a second reminder **ZLT** is entitled to request a flat-rate processing fee of 5,00€ with the requirement that a claim by **ZLT** for compensation in the event of further damages is not excluded and that the Customer remains entitled to provide evidence to **ZLT** that no or significantly less damage has occurred than the asserted flat-rate processing fee.

6. Right of withdrawal

6.1 If the Customer is a consumer, they have a **right of withdrawal** in accordance with the statutory provisions.

The right of withdrawal is **excluded**

a) in the case of the delivery of goods that are not prefabricated, if an individual selection or determination by the consumer is decisive for the manufacture of the product or if the goods are clearly tailored to the personal needs of the consumer,

b) in the case of the delivery of goods that can spoil quickly or which have expiration date which would expire in the near future,

c) in the case of contracts for the delivery of sealed goods that are not suitable for return for reasons of health or hygiene if their seal has been removed after delivery,

d) in the case of the delivery of sound or video recordings or computer software in a sealed package if the seal has been removed after delivery,

e) subject to sentence 2 of Section 312g (2) of the German Civil Code (BGB), in contracts for the provision of services in the areas of accommodation for purposes other than habitation, transport of goods, car rental, supply of food and beverages and other services related to leisure activities if the contract stipulates a specific date or period for the provision,

f) in the case of the delivery of newspapers, magazines or magazines other than subscription contracts,

6.2 Please note the following [information about your right of withdrawal](#) below and additionally by following the link.

7. Warranty

7.1 In the case of contracts with **consumers**, the statutory warranty provisions apply to all of the goods and services offered in the shop.

7.2 In the case of contracts with **Customers who are companies**, the following applies:

a) Rights in the case of obvious defects of the goods, including obvious incorrectness or incompleteness of the delivery, only exist if the Customer informs **ZLT** about the defect within two weeks after receipt or delivery by/to **ZLT** in text form, using the address provided in the invoice/delivery note. The timely dispatch of the complaint is sufficient for compliance with the deadline.

b) Rejected goods are to be returned carriage paid upon request. If the complaint proves to be justified, the Customer will be reimbursed the freight or other transport costs.

c) For all other defects which occur during the statutory warranty period of the purchased goods, the statutory rights for repair, removal of defects, re-delivery and, in the case of applicable special statutory requirements, the extended claims for reduction and/or damages will apply in accordance with the customer's choice.

d) The warranty period is 1 year.

8. Liability of ZLT

8.1 ZLT is liable for defects and delivery delay

a) at the full amount of damage in the case of **intent, gross negligence and damage to life, body or health,**

b) on the basis of the cause in the case of **all culpable violation of essential contractual obligations**

c) apart from these obligations, subject to their merits also on the basis of the **cause for intent and gross negligence by ordinary vicarious agents,**

d) whereby the amount in each case pursuant to b) and c) is **only for compensation of typical, foreseeable damage**

8.2 Liability for intent, warranty, malice and for personal injury in addition to liability according to the Product Liability Law [Produkthaftungsgesetz] remains unaffected by these provisions.

8.3 In the case of claims based on damages which have been caused by ZLT, its legal representatives or vicarious agents, ZLT is liable without limitation in all cases

- In the case of injury to life, body or health
- In the case of an intentional or grossly negligent breach of duty
- In the case of a promise of guarantee, if agreed, or
- To the extent that the scope of application of the Product Liability Act applies.

8.4 In the event of a breach of essential contractual obligations which must be fulfilled for the proper execution of the contract and compliance with which the contractual partner is generally able to rely on (cardinal obligations) as a result of minor negligence on the part of ZLT, its legal representatives or vicarious agents, liability is limited to the amount foreseeable at the time of conclusion of the contract, the occurrence of which should typically be expected.

8.5 Any further claims for damages are hereby excluded.

9. Data protection; storage, deletion and correction of Customer data; information about stored data

9.1 During the initiation, conclusion, settlement of and withdrawal from a Purchase Contract, **ZLT** collects, stores and processes data within the scope of the statutory provisions. You can find out more about your rights in the privacy policy, which is available at www.zellerland.de/datenschutz

9.2 When a Customer visits **ZLT's** online shop, the IP address currently used by the Customer's PC will be logged.

9.3 The Customer's personal data is only used and processed for correspondence with the Customer and only for the purpose of processing the order. This data is only forwarded to any shipping companies commissioned with the delivery, to the extent necessary for the delivery of the goods. The payment details are forwarded to the referred bank to process the payment.

9.4 Unless explicitly agreed otherwise by the Customer for future use of the data, it will only be stored until completion of the order or any withdrawal from the contract. If any commercial or tax retention periods are required for specific data, in particular order confirmations and invoices, the data may be stored for a longer period of up to ten years.

9.5 The Customer has the right to request the deletion, correction or blocking of their data at any time or to revoke consent it has given. The Customer is entitled to receive information about the personal data concerning him/her which is saved at any time. More information about the Customer as a data subject can be found in ZLT's privacy policy which is available at:

www.zellerland.de/datenschutz

9.6 Corresponding requirements for information requests, erasure, correction or amendment are to be sent to **ZLT** using the address provided in para. 1.1 with communication details.

10. Applicable law, place of jurisdiction, information about consumer dispute settlement; other

10.1 German law applies exclusively to the entire legal and contractual relationship between **ZLT** and the Customer. This choice of law only applies to consumers to the extent that it does not restrict or

exclude any mandatory statutory provisions of the state in which the consumer has their domicile or habitual residence.

10.2 If the Customer is **not a consumer**, the exclusive place of jurisdiction for any disputes arising from the legal and contractual relationship between **ZLT** and the Customer is the registered office of **ZLT**.

10.3 With regard to the law on consumer dispute settlement, **ZLT** hereby indicates that, in the event that these terms and conditions are published, **ZLT** does not have any obligation to participate in consumer dispute settlement and **ZLT** will not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for **ZLT**, **ZLT** will inform the consumers in a suitable format.

10.4 Should any of the above-mentioned provisions or other agreements be or become invalid within the scope of the purchase contract, this will not affect the validity of the remaining provisions or the contract as a whole. The provisions of section 306 para 3 BGB remain unaffected.

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The following terms and conditions of travel apply to package deals, which ZLT offers under www.zellerland.de!

TRAVEL TERMS FOR PACKAGE DEAL OFFERS OF ZELER LAND TOURISMUS GMBH

Dear guest,

we request you to read the following travel terms for package deals carefully. These travel terms, to the extent that they are included with legal effect, become an integral part of the travel contract which you (referred to in the following as "Traveller" or "Customer") conclude with Zeller Land Tourismus GmbH, Balduinstraße 44, 56856 Zell (Mosel), referred to in the following as "ZLT", as the travel operator. These travel terms apply exclusively for package deals offered by ZLT. They do not apply to the intermediation of third party services (e.g. guest tours and entry tickets) or to contracts for accommodation services or their intermediation. They supplement the statutory provisions of sections 651a - y BGB (German Civil Code) and Articles 250 and 252 EGBGB (Introductory Act to the German Civil Code) and provide more specific detail on them.

1. The conclusion of the contract; information on the exclusion of certain rights of withdrawal

1.1 By placing the booking (travel registration) - which may be done verbally, on the telephone, in writing, by fax or by e-mail - the Customer makes a binding offer to ZLT to conclude a travel contract. The bases for this offer are the description of the trip, these terms and conditions of travel and and the supplementary information of ZLT for the respective trip, insofar as these are available to the customer at the time of booking.

1.2 The travel contract is concluded upon the receipt of the travel confirmation (declaration of acceptance) by the travel operator. Upon (or immediately after) the conclusion of the contract, the travel operator will provide the Customer with a travel confirmation on a durable medium (which enables the Customer to keep or store the declaration unchanged in such a way that it is accessible to him within a reasonable period of time, e.g. on paper or by email) that complies with the legal requirements regarding its content, unless the Traveller is entitled to a travel confirmation in paper

form pursuant to Article 250 section 6 para. 1 sentence 2 EGBGB because the conclusion of the contract took place in the simultaneous physical presence of both parties or outside business premises.

1.3 If ZLT provides the option of making a binding booking by means of concluding a contract electronically over an internet platform, the following applies to the conclusion of this contract:

- a)** The online booking process will be explained to the Customer by means of appropriate information. The sole available contract language is German.
- b)** Using a correction option (which is explained during the order process), the Customer can correct individual errors, or delete information, or reset the entire online order form at any time.
- c)** After the Customer has selected the travel services he wants and entered his personal details, all of this data, including all the key information about prices, services, any additional services booked and any travel insurance taken out, will be displayed. The Customer has the option of aborting the entire booking or starting it again.
- d)** By clicking on the “**book for a fee**” button, the Customer submits a binding offer for the conclusion of a travel contract. Clicking on this button results in the conclusion of a travel contract with a binding obligation to pay the fee - provided that a booking confirmation from ZLT is received. Placing a booking online and clicking on the “book for a fee” button does not establish any claim of the Customer to the conclusion of a travel contract. ZLT may decide in its own discretion whether to accept or decline the offer to conclude a contract (booking) made by the Customer.
- e)** If the booking confirmation is not sent in real time, ZLT will confirm receipt of the booking to the Customer electronically without undue delay. This confirmation of receipt does not constitute a booking confirmation and does not establish any claim to the conclusion of a travel contract according to the Customer’s travel wishes.
- f)** The travel contract is concluded when the Customer receives booking confirmation, which ZLT will send to the Customer using the email address, fax number or postal address provided by the Customer during the ordering process.

1.4 If ZLT’s booking confirmation deviates from the booking made by the Customer, this constitutes a new offer by ZLT which ZLT remains bound by for 7 days, running from the date of the booking confirmation. The contract will be concluded on the basis of this amended offer, provided that the Customer makes his acceptance by means of an express declaration, making a down payment, or paying the outstanding balance. The same applies if ZLT has made an offer to the Customer for a package deal in text form.

1.5 The precontractual information provided by ZLT concerning key features of the travel services, the price of the trip and all additional costs, payment methods, minimum number of participants and the cancellation fee (pursuant to Article 250 section 3 no. 1, 3 to 5 and 7 EGBGB) will only become an integral part of the package deal contract if this has been expressly agreed on between the parties.

1.6 ZLT draws attention to the fact that, in accordance with the statutory provisions (section 312 para 7, 312g para 2 sentence 1 no. 9 BGB), in the case of package deal contracts according to sections 651a and 651b BGB that are concluded via distance selling (letters, catalogues, telephone calls, faxes, emails, SMS, radio, teledia and online services), there is no right of revocation and only the statutory rights of withdrawal and termination (including the right of withdrawal under section 651h BGB) apply (see also Clauses 8). However, a right of withdrawal applies if the contract for travel services pursuant to section 651a BGB was concluded outside of the business premises in accordance with § 651a BGB, unless the verbal negotiations on which the conclusion of the contract is based have been conducted at the prior request of the consumer; in the latter case, there is also no right of cancellation.

2. Services

2.1 The services owed by ZLT are solely those specified in the booking confirmation in conjunction with the advertisement for the respective package deal on which the confirmation is based and subject to all the information and notes contained in the booking bases.

2.2 Travel agents and service providers, including accommodation businesses, are not authorised by ZLT to give any representations or to make any agreements which go beyond the travel advertisement or the booking confirmation, or which conflict with the confirmation, or seek to amend the confirmed content of the travel contract.

2.3 Information provided in hotel guides, prospectuses and similar directories (including in the prospectuses of the accommodation providers) which are not published by ZLT are not binding on ZLT (including with regard to its obligation to render the services) if they have not been made part of the host's performance obligations by means of express agreement with the guest.

3. Down payment/payment of outstanding balance

3.1 The travel operator and the travel agent may only request or accept payments towards the price of the trip before the end of the package deal trip if there is an effective customer payment protection agreement and the Customer has been given the security note with the name and the contact details of the customer payment insurer in a way which is clear, understandable and which is highlighted. After the conclusion of the contract (receipt of the booking confirmation) and the provision of the security note, a down payment must be made which will be credited to the travel price. Unless otherwise agreed in the individual case and specified in the booking confirmation, this amounts to 20% of the travel price.

3.2 Unless another payment deadline has been agreed, the outstanding balance falls due for payment **28 days** prior to the start of the trip, as long as the security note has been provided and if it is certain that the trip can no longer be cancelled for the reasons specified in Clause 8 of these terms. For bookings which were made **less than 28 days** before the start of travel, the total travel price falls due for payment immediately.

3.3 Contrary to the provisions of 3.1 and 3.2, the obligation to provide a security note does not apply if the contractual services do not include transportation to and from the holiday destination and this has also not been agreed and the booking confirmation specifies that the entire travel price only has to be paid on site at the end of the trip (completion of the package tour).

3.4 If the Customer has no contractual or statutory right of withdrawal and ZLT is prepared and in the position to perform the contractual services, the following applies:

a) If the Traveller fails to make a down payment or pay the outstanding balance (or pay these amounts in full) by the applicable deadlines in spite of the conditions precedent for maturity being fulfilled, ZLT is entitled - subject to issuing a reminder and setting a grace period for performance - to withdraw from the contract after expiry of the deadline and charge the costs of withdrawal to the guest pursuant to Clause 4 of these terms. ZLT is not entitled to do this if the guest is not to blame for the payment default.

b) The Customer is not entitled to the services or to the provision of the travel documents unless and until the travel price has been paid in full.

4. Withdrawal by the Customer, rebooking

4.1 The Customer may withdraw from the trip at any time before it commences. It is recommended to give written notice of this withdrawal to avoid any misunderstandings. The cancellation must be declared to ZLT at the address given below. If the trip was booked through a travel agent, the cancellation can also be declared to the travel agent. The key date is the date when ZLT or the travel agent receives the withdrawal notice.

4.2 If the Customer withdraws prior to the start of the trip or if he fails to appear at the start of the trip, ZLT's claim to the travel price lapses. Instead, ZLT may demand reasonable compensation, as long as ZLT was not to blame for the withdrawal. ZLT cannot demand compensation if, at the destination or in its direct vicinity, unavoidable, extraordinary circumstances occur which seriously impair the performance of the package trip or the transportation of persons to the destination; circumstances are deemed unavoidable and extraordinary if they are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

4.3 The amount of compensation equals the travel price less the value of the expenses saved by ZLT and less the amount which ZLT earned by rendering the services to someone else (which must be proven by the travel operator upon the Customer's request). ZLT shall determine the compensation amounts taking into account the period between the declaration of cancellation and the start of travel, as well as the expected savings in expenses and the expected gains from other uses of the travel services. The compensation is calculated based on the date of receipt of the declaration of cancellation. The applicable compensation amounts are specified in the offer and in the travel confirmation. If no compensation amounts are specified in the offer and in the travel confirmation; the compensation is calculated based on the date of receipt of the declaration of cancellation using the cancellation scale listed below:

by the 31st day before the start of travel	10% of the travel price
30 - 21 days before the start of travel	20% of the travel price
20 - 12 days before the start of travel	30% of the travel price
11 - 3 days before the start of travel	70% of the travel price
less than 3 days before the start of travel	90% of the travel price

4.4 Concluding a travel cancellation insurance policy and insurance to cover repatriation costs in the event of an accident or illness is strongly recommended.

4.5 The Customer reserves the right to provide proof to ZLT that ZLT has not incurred any costs or materially lesser costs than the lump sums set. In such cases, the Customer must only pay the lesser costs.

4.6 Lump sum compensation pursuant to 4.3 is deemed not to have been agreed or set if ZLT proves that ZLT HAS INCURRED SIGNIFICANTLY HIGHER COSTS than the lump sum calculated pursuant to Clause 4.3. In this case, ZLT is obligated to specifically quantify and justify the claimed damages, taking the saved expenditure and the earnings on another possible use of the travel services into consideration.

4.7 If changes are made to the dates of travel, accommodation, the type of catering or other services at the Customer's request after the conclusion of the contract (re-bookings), ZLT may charge a **re-booking fee of € 15,00** for changes made at least 32 days before the start of travel. This is subject to the proviso that re-bookings are basically possible. The Customer does not have any legal claim to the re-booking. Any re-bookings after this point are only possible by withdrawing from the travel contract and making a new booking according to the above terms and conditions for withdrawal. This does not apply in the case of rebooking requests that incur only insignificant costs or if the rebooking is necessary because ZLT has given no, insufficient or incorrect pre-contractual information to the traveller in accordance with Art. 250 § 3 EGBGB.

4.8 If ZLT is obligated to reimburse the travel price as a result of withdrawal, this does not affect section 651h para 5 BGB.

4.9 The Customer's statutory right to demand, in accordance with Section 651 e BGB, from ZLT by means of notification on a durable data medium, that a third party enters into the rights and obligations arising from the package travel contract in place of the Customer, remains unaffected by the above conditions. Such a declaration is deemed to have been made in a timely manner if it is received by ZLT 7 days before the start of travel.

5. Obligations of the Traveller, (notification of defects, termination)

5.1 The Traveller is obligated to notify any defects which may occur to ZLT without undue delay and demand remedial action. The only time that the Traveller's claims do not lapse is if the Traveller fails to notify the defects and the Traveller is not to blame for this failure. However, the Traveller may notify the travel agent through which he booked the trip, of the defect notification. It is not sufficient to make a notification of defects to the service provider (including the accommodation business).

5.2 If this trip is seriously impaired due to a defect in the trip or if it is no longer reasonable for the Traveller to participate in the trip due to such a defect for a compelling reason which is evident to ZLT, the Traveller is entitled to terminate the travel contract according to the provisions of law (section 651I BGB). If a Customer/Traveller wishes to terminate the package deal contract pursuant to section 651I BGB due to a defect of the type specified in section 651i para 2 BGB (provided that such defect is material), he must first set the travel operator a reasonable grace period to take remedial action. The only time when this does not apply is if the travel operator refuses to take remedial action or if immediate remedial action is necessary.

5.3 The Traveller must bring claims under section 651i para 3 no. 2, 4-7 BGB relating to the failure to perform the travel services in compliance with the contract against ZLT at the address specified below. Claims may also be enforced via the travel agent if the trip was booked via this travel agent. The contractual claims set out in section 651i para 3 BGB become time barred after two years. The statute of limitations begins to run on the day when the trip is due to end according to the contract. It is strongly recommended to enforce claims in text form.

7. Limitation of Liability

7.1 ZLT'S liability for damage that is not caused by the violation of a material obligation, the fulfilment of which makes the proper execution of the contract possible, or the violation of which jeopardises the achievement of the purpose of the contract or results from the injury to the life, body or health, to the extent that the damage was not caused culpably, is limited to three times the travel price,

7.2 ZLT is not liable for any information provided in relation to (or defects in) the performance of services which are not contractually agreed principal services and are not part of ZLT's package deal and which are designated as a third party service in the travel advertisement or the booking confirmation (stating the identity and address of the intermediated service provider) in a way which is recognisable for the Customer, or which are merely intermediated during the stay as third party services (e.g. spa- and wellness services, sporting events, theatre visits, exhibitions, excursions etc.) and in addition the requirements of §§ 651b, 651c, 651w and 651y BGB have been properly fulfilled.

7.3 If services such as medical services, therapeutic services, massages or other healing techniques or services are not part of the package deal of ZLT and are only intermediated by ZLT in addition to the package booked according to Clause 7.2, ZLT is not liable for rendering these services or for any personal injury or property damage. If such services do form part of the travel services, ZLT is not liable for the success of the healing- or spa treatment. Sections 651b, 651c, 651w and 651y BGB are not affected.

8. Withdrawal of ZLT due to failure to reach the minimum number of participants

8.1 If there is a reference to a minimum number of participants in the specific travel advertisement for a certain trip or in a general notice in a travel prospectus which applies to all trips or those described in the prospectus and this number of participants is not reached, ZLT may withdraw from the travel contract up to **21 days** before the start of travel, provided that ZLT

a) the minimum number of participants is stated in the respective pre-contractual notice as well as the latest time prior to the contractually agreed scheduled start of travel when the Customer must receive the declaration, and

b) states the minimum number of participants and the latest permitted time for withdrawal in the travel confirmation.

8.2 A declaration of withdrawal vis-à-vis the Customer must be given on the day stated in the pre-contractual notice and the travel confirmation at the latest. If it is already clear at an earlier point that the minimum number of participants cannot be reached, the travel operator must exercise its right of withdrawal without delay.

8.3 If ZLT withdraws from the contract, the Customer will be reimbursed without delay for any payments he has made towards the travel price. These reimbursements will be made within 14 days of the receipt of the declaration of withdrawal.

9. Non-utilised services

If the Traveller does not utilise individual travel services which ZLT was ready and able to render according to the contract for reasons which are to be attributed to the Traveller, the Traveller has no right to pro rata reimbursement. However, if that the amounts affected are not quite marginal, ZLT will make efforts to obtain a refund from the service provider and repay the amounts to the Customer as soon as (and to the extent that) ZLT obtains the refunds from the service provider.

10. Special provisions relating to pandemics (particularly coronavirus)

10.1 The parties agree that the service provider will always perform the agreed travel services in compliance and in accordance with the official requirements and stipulations applicable at the time of travel.

10.2 The Traveller declares that he/she agrees to comply with reasonable usage rules or restrictions of the service provider when taking advantage of travel services and to promptly notify the tour leader and the service provider in the event that he/she suffers typical symptoms of illness.

10.3 The above provisions do not affect the rights of the customer under § 651i BGB.

11. Information about alternative dispute resolution bodies; Governing law and place of jurisdiction

11.1 With regard to the law on consumer dispute settlement, ZLT hereby indicates that ZLT will not participate in any voluntary consumer dispute settlements. If consumer dispute settlements become obligatory for ZLT after the printing of these travel conditions, ZLT will inform the consumers in a suitable format.

11.2 With regard to Travellers who are not citizens of a member state of the European Union or Switzerland, German law exclusively governs the entire legal- and contractual relationship between the Traveller and ZLT. Such Travellers may only bring legal action against ZLT at the location of its registered office.

11.3 For legal action which ZLT brings against Travellers or contractual partners to a travel contract who are traders, legal persons under public or private law or persons who have their place of residence or habitual residence abroad or whose place of residence or habitual residence are not known at the time when the action is brought, the location of ZLT'S registered office is agreed as the place of jurisdiction.