

# Terms and Conditions for Travel Agency Services of the CTS EVENTIM AG & Co. KGaA

The following terms and conditions apply to the role of the CTS EVENTIM AG & Co. KGaA (hereinafter referred to as the “agent”) as a travel agency. They regulate the legal relationship between the registered person and the agent. The management of business against payment as pursuant to § 675 German Civil Code (BGB) is arranged. Between the registered party and the relevant service provider (in particular tour organizer) the CTS EVENTIM AG & Co. KGaA acts exclusively as an agent and by order and on account of the relevant tour organizer. Exclusively the General Terms and Conditions of the tour organizer, to which special reference is given in the booking dialog, are valid for the performance of the relevant travel.

## Overview

- Conclusion of the agency contract
  - Dispatch of the Travel Documents
  - Important information on possible insurances
  - Duty of Notification of the Customer
  - Limitation of Liability, Period of Limitation
  - Final Terms
  - Severability Clause
- 
- **1. Conclusion of the agency contract**

Upon registration, the customer bindingly offers the agent the conclusion of a travel agency contract. Registration is carried out by the applicant likewise for all travelers co-listed in the registration, whose obligation the applicant thereby guarantees along with his own obligation.

With the registration, the customer makes a binding offer to the agent for the conclusion of a business management contract upon the submission/sending of the booking order. The agent retains the right to issue an acceptance, which he shall declare by submitting the booking confirmation/invoice to the customer.

Consumers do not have a general right to cancel in the case of contracts to perform services in the areas of accommodation for purposes other than residential purposes, carriage of goods, automotive rental, delivery of food and beverages as well as the provision of other services relating to leisure activities, if the contract specifies a particular date or period (Section 312g (2) Sentence 1 No. 9 BGB [German Civil Code]).

- **2. Dispatch of the Travel Documents**

The travel documents and tickets will be dispatched at the expense of the customer at the flat rate, which depends on the type of dispatch and country in question, stated in the shopping basket to the address indicated by the customer. Partial deliveries are permissible as far as they are reasonable for the customer. If the travel documents have not been received at the latest 7 days prior to departure by the customer, then the organizer is to be informed of such immediately. The risk of the incidental ruin or worsening of the travel documents – with the exception of the risk coverage certificate

– is transferred to the customer as soon as the organizer hands them over to an employee of the transportation company. The choice of transportation company shall be made by the agent.

- **3. Important information on possible insurances**

The organizer refers to the possibility of taking out travel insurance and baggage insurance along with insurance to cover the re-transport costs in the event of accident or illness.

- **4. Duty of Notification of the Customer**

The agent is to be notified of defects in the agency services within four weeks after becoming aware of the defect. The agent is to be given opportunity to provide remedy. If the customer culpably neglects this notification duty, then all of the customer's claims arising from the agency contract shall lapse as far as a reasonable remedy on the part of the agent would have been possible.

- **5. Limitation of Liability, Period of Limitation**

1. The agent is unlimitedly liable in any case for willfully or gross negligently caused damages, for malicious concealment of defects as well as for damages resulting from the injury to life, limb or health. Likewise, the liability for damages resulting from the infringement of a guarantee is unlimited.
2. In the event of the ordinary negligent violation of material obligations, the liability of the agent is limited to contractual typical and foreseeable damages, in any case to the threefold value of the booked travel service.
3. Notwithstanding the cases named under para. 1 and 2, the agent is not liable for damages that were caused by simple negligence.
4. As far as the liability of the agent is ruled out or limited in the above paragraphs, the same shall apply to the liability of the vicarious agents and parties employed in fulfilling contractual obligations.

- **6. Final Terms**

Exclusively the law of the Federal Republic of Germany shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is ruled out. The provisions governing mail order and e-commerce sales contracts as pursuant to § 312b 3 no. § 6 German Civil Code (BGB) do not apply to event tickets or to travel services or travel agency services.

The sole place of fulfillment for delivery, performance and payment is Bremen, as far as the customer is an entrepreneur as defined by § 14 German Civil Code (BGB). If both contractual parties are entrepreneurs, then the exclusive legal venue for all disputes arising directly or indirectly from the contractual relationship shall be Bremen. In the event of international contracts, the exclusive legal venue for all disputes arising from the contractual relationship is herewith arranged to be the jurisdiction of the courts in Bremen, Federal Republic of Germany. The agent retains the right to also call upon any other court, which is competent based on the European Ordinance on Jurisdiction of the Courts and Recognition and Enforcement of Civil and Commercial Decisions (Council Regulation (EC) No. 44/2001 of 20 December 2000).

- **7. Severability Clause**

The invalidity of individual provisions in this agency travel contract shall not affect the validity of the remainder of the travel contract. The same applies to the foregoing General Terms and Conditions of Travel Agency.

As at: July 28th, 2014