

General terms and conditions of travel of Stadt und Land Reisen GmbH

Respected passenger, we seek to fulfil your trip with BAHNHIT.DE according to your wishes and needs. The following general terms and conditions of travelling supplement the statutory provisions and govern the contractual relationship between you, the tour guest and us, the tour operator Stadt und Land Reisen GmbH (»Stadt und Land Reisen«):

Note due to the current coronavirus pandemic: Due to sovereign or official measures, overnight stays in tourist accommodation may be prohibited for a limited period of time. If this should be the case, in case of the already booked tours, the tour operator is prevented from fulfilling the travel contract due to extraordinary and unavoidable circumstances. Please contact us in this case.

Various regulations, e.g., with regard to hygiene and distance, may have to be observed at the departure and holiday destinations, at the stations and on the trains. Thus, there may be an obligation to provide evidence at the holiday destination (e.g., negative COVID-19 medical result; proof of COVID-19 vaccination (full vaccination protection), proof of a positive PCR test at least 28 days and no more than six months old). You must anticipate an obligation to wear a mouth-nose protection (FFP2 mask) at stations, on trains and at the accommodation. Accommodation facilities can be prevented from providing their services in full (e.g., inaccessibility of spa, wellness and fitness areas, no breakfast buffet) owing to orders. This does not entitle the traveller to assert claims for damage.

Before departure, travellers must obtain information about the existing provisions at the holiday destination and cooperate in fulfilling them. For this purpose, the website of the Federal Foreign Office (<https://www.auswaertiges-amt.de/de/ReiseUndSicherheit/10.2.8Reisewarnungen>) and the websites of the German federal states must particularly be used. Please note that the situation can change daily. Costs that are connected with the applicable arrangements should be borne by the traveller.

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

- a) With the travel registration, which can be made verbally, in writing by post, by fax, or electronically (online or by email), Stadt und Land Reisen bindingly offers the conclusion of a travel contract on the basis of the travel announcement, all supplementary information in the booking basis and these terms and conditions of travelling. The travel contract comes into being with the acceptance by Stadt und Land Reisen and is handed over to the guest with the travel confirmation on a durable medium (e.g., by email) (in the case of Article 250 § 6 para. 1 sentence 2 of EGBGB [Introductory Law to the German Civil Code] in paper form). For the postal delivery of the travel confirmation, a flat shipping rate of € 4.50 will be charged.
- b) If the content of the booking confirmation deviates from the registration, there is a new

- contract offer from Stadt und Land Reisen in compliance with the pre-contractual information obligations, to which the travel organiser is bound for 10 days. The contract comes into being on the basis of this new offer by the acceptance by the passenger, which can be made by express or conclusive declaration (e.g., advance payment or departure).
- c) The registering party should make a declaration for all contractual obligations of co-registered travellers from the travel contract as for his own, provided that he has assumed this obligation by express, separate declaration.
- d) The general obligations on conduct of travellers during the train journey are governed by the “Terms and Conditions of Carriage for Persons by the Companies of DB AG (BB Passenger transport)”, the “International Terms and Conditions of Carriage of Deutsche Bahn AG”, the

“Terms and Conditions for the Use of IC Buses (IC Bus)” and the “Terms and Conditions for Sale of Tickets and BahnCards (Internet) on Internet” each in conjunction with the “Guidelines for Rail Package Tours in International Transport”. If the customer has booked a trip to another European country, the respective terms and conditions of carriage of the foreign railway shall apply: Austrian Federal Railways, Swiss Federal Railways, Czech Railways, National Company of Belgian Railways, Nederlandse Spoorwegen, Trenitalia.

- e) The pre-contractual information provided by the tour operator about essential characteristics of the tour services, the tour price, and all additional costs, the payment modalities, the minimum number of participants, and the cancellation lump sums (according to Article 250 § 3 nos. 1, 3 to 5 and 7 of EGBGB) do not become part of the package tour contract only if this is expressly agreed upon between the parties.
- f) We would like to point out that according to §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 of BGB [German Civil Code], there is no right of revocation for package tour contracts according to § 651a and § 651c of BGB, which are concluded by distance selling (letters, telephone, telecopy, email, telemedia, etc.), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB (see also clauses 8 and 9).
- g) We inform you about the processing of your personal data in the privacy policy on our website. Stadt und Land Reisen complies with the provisions of the BDSG [Federal Data Protection Act] and the GDPR [General Data Protection Regulation] when processing personal data. Personal data is all data relating to a person personally (e.g., name, address, email address). This data will be processed insofar as it is necessary for the appropriate processing of your enquiry, booking request, for the implementation of pre-contractual measures or for the fulfilment of the contract arising from the travel contract. Data processing is permitted according to Article 6 para. 1 sentence 1 lit. b of GDPR for the stated purposes. Your data will not be passed on to unauthorised third parties without your express consent. The traveller has the possibility to retrieve his/her stored personal data at any time,

to request information about the data, to have it changed, corrected or deleted, to have the processing of the data restricted, to object to the processing of the data, to have it transferred or to complain to a supervisory authority about the processing (all rights under Articles 15 to 20 of GDPR). The data will be deleted if it is no longer required for the fulfilment of the contract or if its storage is legally inadmissible. The guest has the option to retrieve his/her stored data, to request information about the data, to have it changed or deleted at any time. If your personal data is processed on the basis of legitimate interests pursuant to Article 6 para. 1 sentence 1 lit. f of GDPR, you have the right to file an objection to the processing of your personal data pursuant to Article 21 of GDPR, provided there are reasons for this arising from your particular situation. You can exercise your right to object by sending an email to datenschutz@bahnhof.de or contacting us at the address below. By sending a message to info@bahnhof.de, the guest can also object at any time to the use or processing of his/her data for purposes of advertising, market research or opinion research, or for marketing purposes free of charge.

The controller of data processing

Responsible within the meaning of Art. 4 No. 7 of the GDPR is the

Stadt und Land Reisen GmbH, Am Karlsbad 11,
10785 Berlin
Managing Director: Burkhard Kieker
Tel. 030/25002444
E-Mail: info@bahnhof.de
Registered at the Berlin-Charlottenburg District Court under the registration number HRB 151950B

Contact details of the data protection officer:

AMD TÜV Arbeitsmedizinische Dienste GmbH,
Herr Oliver Gröger,
Alboinstraße 56, 12103 Berlin
E-Mail: datenschutz@bahnhof.de

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

Berliner Beauftragte für Datenschutz und Informationsfreiheit
Friedrichstr. 219, 10969 Berlin
Tel.: +49 (0)30 13889-0
Fax: +49 (0)30 2155050 E-Mail:
mailbox@datenschutz-berlin.de

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

2. Services of Stadt und Land Reisen

- a) The performance obligation of Stadt und Land Reisen arises exclusively from the content of the booking confirmation in conjunction with the brochure or the travel announcement relevant for the booking.
- b) Service providers (e.g., hotels, carriers) and travel agents / travel agencies are not authorised by Stadt und Land Reisen to give assurances or make agreements that modify the amend content of the travel contract, go beyond the contractually promised services of Stadt und Land Reisen or contradict the travel announcement and booking confirmation.
- c) Seats can be reserved at the earliest six months in advance. If seat reservation is not or not yet possible at the time of booking due to the system, you can have the reservation made subsequently and free of charge across Germany at a DB Travel Centre. Please note that seat reservations are allocated according to the best seat procedure. If you are not shown any seats during the booking process, the seats are currently unavailable. Accordingly, it is also not possible for us as tour operator to guarantee you seats. If we were unable to offer you seats at the time of booking, you are free to reserve seats at any time under www.bahn.com/en. Please note, however, that we cannot reimburse the costs for reservations under www.bahn.com/en and are therefore to be borne by you. Exceptions to this are group trips (minimum participants - 6 persons), where the seat reservation is included in the total tour price. For legs of the route operated by foreign railway companies, seat reservations must be additionally booked independently with the respective company.

3. Advance payment and balance

- a) The payment methods specified when concluding the travel contract are available to the guest. These can be: credit card, PayPal, and payment by bank transfer. Payment by means of bank transfer is only available for travel bookings booked up to 10 days before departure.
- b) After conclusion of the contract and handover of the security certificate, an advance payment is due and to be paid, which will be credited to the total tour price. It amounts to 30% of the tour price.
- c) The remaining payment on the tour price, insofar as the security certificate has been handed over, is due for payment 30 days before the start of the tour if it is clear that the tour can no longer be cancelled for the reasons stated in clause 7. lit. a).
- d) If the tour price due is not paid despite a reminder and a reasonable deadline for payment, Stadt und Land Reisen can withdraw from the travel contract and charge the guest with cancellation costs, which are based on clause 8. lit. b) below.

4. Changes in price and contract after conclusion of the contract, significant changes in contract, rights of the guest

- a) Stadt und Land Reisen reserves the right to increase the tour price unilaterally after conclusion of the contract if the increase in the tour price results directly from an (1) increase in the price for the transport of persons due to higher costs for fuel or other energy sources, (2) an increase in taxes and other charges for agreed travel services, such as tourist taxes, port or airport fees, or (3) a change in the exchange rates applicable to the package tour in question that actually happened only after the conclusion of the contract and was not foreseeable at the time of conclusion of the contract. The tour price will be changed in the cases mentioned to the extent that the increase in the factors mentioned in (1) to (3) affects the tour price per person. If this should be the case, Stadt und Land Reisen will immediately inform the guest clearly and comprehensibly on a durable medium (e.g., by email) about the increase in price and its reasons and communicate the calculation of the price increase. An increase in price is effective only if it meets the

requirements stated here and the guest is informed no later than 20 days before the start of the trip. An increase in price that is demanded from the 20th day before the agreed departure date is ineffective. The obligation of Stadt und Land Reisen to reduce prices according to 4.b) is expressly pointed out.

- b) Since 4.a) provides for the possibility of an increase in the travel price, the guest can demand a reduction in the tour price if and to the extent that the prices, taxes, or exchange rates mentioned in 4. lit. a) under (1) to (3) have changed after conclusion of the contract and before the start of the tour and this leads to lower costs for Stadt und Land Reisen. If the guest has paid more than the amount owed under this, the additional amount must be reimbursed by Stadt und Land Reisen. Stadt und Land Reisen may deduct from the additional amount to be reimbursed the administrative expenses actually incurred and must prove to the guest upon his/her request the amount of administrative expenses incurred.
- c) Stadt und Land Reisen reserves the right to unilaterally change contractual terms and conditions other than the tour price after conclusion of the contract, if the changes are insignificant, do not affect the overall arrangement of the booked trip, and are not brought about in bad faith. Stadt und Land Reisen must inform the guest about the change on a durable medium (e.g., by email, SMS) in a clear, comprehensible, and emphasised manner. The change is effective only if it meets these requirements and is declared before the start of the trip.
- d) Significant changes to the contract: If the price increase reserved in 4. lit. a) exceeds 8% of the tour price, Stadt und Land Reisen cannot make it unilaterally. However, Stadt und Land Reisen can offer the guest a corresponding price increase and demand that he/she (1) accept the offer to increase the price or (2) declare his/her withdrawal from the contract within a period determined by Stadt und Land Reisen, which must be reasonable. The offer for an increase in price can be made no later than 20 days before the start of the trip. Owing to a circumstance that occurred after conclusion of the contract, if Stadt und Land

Reisen is able to provide the trip only with a significant change in one of the essential characteristics of the travel services (Article 250 § 3 no. 1 of EGBGB) or only with deviation from special specifications of the guest that have become part of the contract, then sentence 2 of this clause 4. lit. d) shall apply accordingly, i.e., Stadt und Land Reisen can offer the corresponding other contract amendment to the guest, and demand that the guest (1) accept the offer to change the contract or (2) declare his/her withdrawal from the contract, within a period determined by Stadt und Land Reisen, which must be reasonable. The offer for other such contract amendment cannot be made after the start of the trip.

- e) Stadt und Land Reisen can optionally also offer the guest participation in another package tour (substitute trip) in its offer for a price increase or other contract amendment according to 4. lit. d), about which Stadt und Land Reisen has to inform the guest in accordance with Article 250 § 10 of EGBGB.
- f) After the expiry of a period determined by Stadt und Land Reisen according to 4. lit. d), the offer to increase the price or other changes to the contract shall be deemed as accepted.
- g) If the guest withdraws from the contract according to 4. lit. d), § 651h para. 1 sentence 2 and para. 5 of BGB shall apply accordingly. Insofar as Stadt und Land Reisen is obliged to refund the tour price as a result of the guest's withdrawal, Stadt und Land Reisen must make payment immediately, in any case within 14 days after the withdrawal. Claims of the guest according to § 651i para. 3 no. 7 of BGB remain unaffected.

5. Validity of DB tourist tickets

- a) Customers, who book a package tour through Stadt und Land Reisen receive so-called tourist tickets for the round trip. These facilitate travelling with the respective train connection selected in the booking process and are valid on the following regular scheduled DB trains:
- Intercity Express (ICE)
 - ICE Sprinter
 - ECE, TGV, railjet express und railjet
 - Intercity/Eurocity (IC/EC)

- Interregio Express (IRE)
- Regional Express (RE)
- Regionalbahn (RB)
- IC Bus
- S-Bahn
- Selected non-federal railroads (NE railroads)
List of NE railroads

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

c) For tickets that were booked in the saver fare, a fixed train connection is applicable. The booked tickets are only valid on the day of arrival and departure for the booked route and the selected train connection. Subsequent changes can only be made with respect to the travel times on the day of arrival and departure as well as with regard to the desired train connection. For changes in bookings at the guest's request, see clause 6.

d) For tickets booked in the flexi fare, there is no fixed train connection. The guest can opt for a train connection on the booked route on the day of arrival and departure. Detours, product transitions (e.g., from IC to ICE) and class changes are excluded. Please note that if you use another train connection, the seats originally reserved for the guest will no longer be available.

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

6. Change in booking, substitute person

a) Change in bookings at the request of the guest with respect to changes to the travel date, destination, accommodation, meals, or carrier can only be made up to 30 days before the start of trip,

provided this is objectively feasible for Stadt und Land Reisen. A change in booking can only be objectively implemented if there is a corresponding availability and the additional costs incurred in the event of change in booking do not exceed the costs of a cancellation and new booking. If there is a change in booking, the additional costs incurred vis-à-vis the service providers must always be borne by the customer. Stadt und Land Reisen is also entitled to charge an additional flat booking changing fee of EUR 25 for trips booked until January 15 2023 and EUR 45 for trips booked from January 16 2023 onwards per change in booking.

After expiry of the deadline (30 days before departure), requests for change in booking are only possible after withdrawal from the travel contract under the above conditions and with simultaneous new registration by the guest. This regulation does not apply if the change in booking is necessary, for example, because Stadt und Land Reisen has given the guest no, insufficient, or incorrect pre-contractual information in accordance with Article 250 § 3 of EGBGB. In such a case, the change in booking is free of charge. This does not apply to musical and show trips or to the BAHNHIT.DE City Kombi.

b) Musical and show trips can be changed to another date if available for a fee of €49,- incl. VAT up to 30 days before departure by 5 pm at the latest, without giving reasons, one time only. This regulation applies per room. Additional costs of a rebooking are to be borne by the customer.

c) In accordance with § 651e of BGB, the guest can declare on a durable medium (e.g., by email) within a reasonable period before the start of the trip that a third party enters into the rights and obligations arising from the travel contract instead of him/her. In any case, the declaration is timely if it is received by Stadt und Land Reisen no later than seven days before the start of the trip. Stadt und Land Reisen can object to the entry of the third party if this third party does not meet the contractual travel requirements. If a third party enters into the contract, the party and the guest are jointly and severally liable to Stadt und Land Reisen for the tour price and the additional costs incurred by the entry of the third party. The guest is at liberty to prove costs not incurred or

significantly lower costs with the entry of the third party.

7. Unused services

If the guest does not make use of individual tour services due to premature return, illness, or for other reasons for which he/she alone is responsible, the guest is not entitled to a proportionate refund. For protection in this regard, we recommend that you take out a travel cancellation insurance. You can take out a travel cancellation insurance with ERGO Reiseversicherung AG during the booking process.

8. Withdrawal and termination by Stadt und Land Reisen

- a) Stadt und Land Reisen can withdraw from the contract before the start of the tour if Stadt und Land Reisen is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances. In this case, Stadt und Land Reisen must declare the withdrawal immediately upon becoming aware of the reason for withdrawal.
- b) If Stadt und Land Reisen withdraws from the contract, it loses the claim to the agreed tour price. Payments made for the tour price will be refunded to the guest immediately, in any case, at the latest within 14 days after the withdrawal of Stadt und Land Reisen.
- c) If the guest consistently disturbs despite a corresponding warning by Stadt und Land Reisen or if he/she behaves contrary to the contract to such an extent that a continuation of the contractual relationship with him/her until the agreed termination or expiry of a notice period is unreasonable, or otherwise strongly contrary to the contract, Stadt und Land Reisen can terminate the travel contract without notice. In doing so, Stadt und Land Reisen retains the claim to the tour price minus the value of saved expenses and, if applicable, reimbursements by service providers or similar advantages that it obtains from other use of the unused service. Any additional costs for the return transport shall be borne by the disturbing guest.

9. Withdrawal by the passenger, cancellation fee

- a) The travel guest can withdraw from the travel contract at any time until the start of the tour by declaration to Stadt und Land Reisen. It is recommended to the guest to declare the withdrawal in writing.
- b) In the event of withdrawal by the guest, Stadt und Land Reisen loses the right to the agreed tour price but can demand a reasonable compensation from the guest. For this purpose, Stadt und Land Reisen has set the following compensation lump sums, which are determined as follows according to the period between the declaration of withdrawal and the start of the tour, the expected savings in expenses of Stadt und Land Reisen and the expected income by other use of the tour services as a percentage of the tour price, depending on the time of withdrawal by the guest:

- up to 31st day before departure 20 %.
- from the 30th day before departure 30%
- from the 24th day before departure 40%
- from the 17th day before departure 60%
- from the 10th day before departure 80%
- from the 3rd day before the start of the trip until the day of the start of the trip or in case of no-show 90% of the price of the trip;

Special regulations, valid between 3 January and 08 February 2023: Tours booked between 3 January and 08 February 2023 (included) and falling within the travel period from 3 January to 31 December 2023 (end of tour no later than 31 December 2023) can be cancelled for a fee of €30,- incl. VAT up to 7 days before departure by 5 pm at the latest, without giving reasons. Stadt und Land Reisen reserves the right to modify this sign of goodwill at any time, where the regulations for bookings already made will continue to apply.

Special regulations, valid between 3 January and 28 February 2023: Tours booked between 3 January and 28 February 2023 (included) and falling within the travel period from 3 January to 31 December 2023 (end of tour no later than 31 December 2023) can be cancelled for a fee of €30,- incl. VAT up to 7 days before departure by 5 pm at the latest, without giving reasons. Stadt und Land Reisen reserves the right to modify this sign of

goodwill at any time, where the regulations for bookings already made will continue to apply.

This regulation applies exclusively to bookings made via the affiliate partners. A list of affiliate partners is available at https://bahnhit.infomaxnet.de/data/mediadb/cms_mime/%7B8029e1c5-de15-583f-4786-8fc87377b546%7D.pdf.

Excluded from this rule are all musical & show trips.

Special regulations, valid between 15 March and 31 October 2023: Tours booked between March 15th and October 31st 2023 (included) and falling within the travel period from March 15 to December 31st 2023 (end of tour no later than 31 December 2023) can be cancelled for a fee of €49,- incl. VAT up to 7 days before departure by 5 pm at the latest, without giving reasons. This regulation applies per room. This does not apply to musical and show trips, to the BAHNHIT.DE City Kombi and Bahnhit Deals. Stadt und Land Reisen reserves the right to modify this sign of goodwill at any time, where the regulations for bookings already made will continue to apply.

c) The guest is always free to prove to Stadt und Land Reisen that it has not incurred any damage at all or only in a significantly lower amount than the lump sum. If Stadt und Land Reisen is obliged to refund the tour price after a withdrawal by the guest, it must repay the guest immediately, but at the latest within 14 days after the withdrawal by the guest. Stadt und Land Reisen cannot demand any compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity, which significantly impair the execution of the trip or the transport of persons to the destination.

d) Withdrawal for group trip:

In case of cancellation of a group trip (minimum 6 persons), the compensation lump sums (full cancellation) are calculated as follows:

- Up to 31st day before departure 20%.
- From the 30th day before departure 30%
- From the 21st day before departure 50%
- From the 14th day before departure 80%.

- Less than 7 days before departure and no-show 90%.

In the case of partial cancellations that lead to a change in the size of the group, the cancellation fee will be charged, proportionately attributable to the number of persons cancelling.

Special regulations, valid for group bookings within the framework of the Special Olympics World Games 2023: In the event of withdrawal by the travel guest/travel group, the room contingents that can be cancelled free of charge for bookings in connection with the Special Olympics World Games 2023 shall be determined as follows:

- until February 28, 2023 100%
- until the 31st day before departure 50%
- from the 30th day before departure 30%
- from the 21st day before travel 20%
- from the 14th day before departure 10% of the booked room contingent
- less than 7 days before the start of the trip until the day of the start of the trip 1 room.

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

a) The guest must report any shortcomings immediately and request remedy within a reasonable period of time. This can be done at the address/phone number given below. Provided Stadt und Land Reisen could not remedy the situation as a result of a culpable omission of the notification according to sentence 1, the guest is not entitled to assert the rights specified in § 651m of BGB or to claim damages according to § 651n of BGB. If the guest demands a remedy, Stadt und Land Reisen must eliminate the shortcoming in the tour. Stadt und Land Reisen can refuse the remedy only if it is impossible or involves disproportionate costs, taking into account the extent of the shortcoming in the tour and the value of the tour guide concerned. Stadt und Land Reisen can provide a remedy in such a way that it provides an equivalent or higher value alternative service. If Stadt und Land Reisen can refuse to remedy the shortcoming and the shortcoming affects a significant part of the tour services, Stadt und Land

Reisen must offer remedy by appropriate alternative services.

- b) If a tour is significantly affected by a shortcoming, the guest can terminate the contract. Termination is permissible only if Stadt und Land Reisen has allowed a reasonable period of time specified by the guest to elapse without providing a remedy. The determination of a deadline is not necessary only if the remedy is refused by Stadt und Land Reisen or if the immediate remedy is necessary. If the contract is terminated by the guest, Stadt und Land Reisen retains the right to the agreed tour price with regard to the tour services provided and those still to be provided at the end of the package tour; claims of the guest according to § 651i para. 3 nos. 6 and 7 of BGB remain unaffected. The claim of Stadt und Land Reisen to the agreed tour price shall lapse with regard to the tour services no longer to be provided; in this respect, payments already made should be reimbursed to the guest by Stadt und Land Reisen. Stadt und Land Reisen is obliged to take the necessary measures as a result of the cancellation of the contract, and particularly, if the contract includes the transportation of the guest, to immediately arrange for his/her return transport; the means of transport used for this purpose must be equivalent to that agreed in the contract. The additional costs for the return transport are borne by Stadt und Land Reisen.

11. Liability, limitation of liability

- a) In case of train delays of at least 60 minutes at the destination station, Deutsche Bahn will pay you compensation as a voucher or a sum of money. To this end, you will receive a confirmation of the delay on a passenger rights form on the train or from DB Service Staff, which you can submit together with your original ticket at a DB Travel Centre.
- b) The contractual liability of Stadt und Land Reisen for damages that are not bodily injuries and are not culpably caused is limited to three times the tour price. This limitation of liability does not apply to claims under the Montreal Convention for loss of baggage or other international conventions.

12. General passport and visa requirements

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

13. General application of German law; references to online dispute resolution and consumer arbitration; reference to agency for tourist services, travel annex sales

- a) The German law shall apply to the entire contractual and legal relationship between the guest and Stadt und Land Reisen. The invalidity of individual provisions of the contract or these general terms and conditions does not result in the invalidity of the entire travel contract.
- b) The European Commission provides a platform for online dispute resolution (OS) for the out-of-court settlement of consumer disputes for travel contracts concluded in electronic legal transactions, which the guest can find under <https://ec.europa.eu/consumers/odr>. A 'General Consumer Arbitration Board' according to § 4 para. 2 sentence 2 of VSBG [Law on consumer dispute settlement] is the Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl, Tel. +49 78517957940, Telefax +49 78517957941, www.verbraucher-schlichter.de, E-Mail mail@verbraucher-schlichter.de. Stadt und Land Reisen does not participate in any dispute resolution proceedings before a consumer arbitration board and is also not obliged to participate in such proceedings. There is no internal complaints procedure.
- c) Stadt und Land Reisen offers you optional vouchers/coupons for tourist services, such as visits to theatres/stages, museums, city tours or the Berlin WelcomeCard (BWC). Please note that Stadt und Land Reisen issues these vouchers/coupons in the name and for the

account of the respective tour operator/service provider. You will be expressly informed before booking that these are mediated third-party services. The corresponding contract comes into being exclusively between you and the respective organizer/service provider named.

- d) We mediate travel insurances in the status of a license-free annexe broker according to § 34d para. 8 no. 1 of GewO [Code of Trade and Commerce]. If you have any complaints in this regard, please contact the following office:

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

Tour Operator:

Stadt und Land Reisen GmbH

Managing Director: Burkhard Kieker

Am Karlsbad 11

D-10785 Berlin

Tel. 030 / 25 00 24 44

Fax. 030 / 25 00 24 23

E-Mail: info@bahnhof.de

Companies register:

District Court of Berlin-Charlottenburg

Register number: HRB 151950 B

VAT ID according to § 27 a UStG: DE290735240

Main features of the service: Tour operator

Stand: April 2023