

Dear Customer,

Since 01 July 2018 we have been obliged to inform you both about the relevant details of your package tour and about your rights under the Directive (EU) 2015/2302 prior to the conclusion of a package tour contract. You can find information about your package tour in the general and specific service descriptions of the tours and these general terms and conditions. With respect to your rights under the Directive (EU) 2015/2302, the required form is enclosed to our offers and also available on our website and/or in our travel centre.

The following provisions, to the extent effectively agreed, will become an integral part of the package tour contract concluded between you and us, HRG SPORTS TRAVEL GmbH as the responsible tour operator („HRG SPORTS TRAVEL“). They supplement and implement the statutory provisions of Secs. 651a - y of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and of Articles 250 and 252 of the Introductory Act to the German Civil Code (*Einführungsgesetz zum BGB, EGBGB*).

In addition, the transport terms and conditions of the respective air carrier apply with respect to regular scheduled flights with international airlines. These conditions are available in our travel centre or can be provided to you upon request.

We would therefore kindly ask you to read our general terms and conditions carefully before making a booking since they regulate the contractual relationship established between you and HRG SPORTS TRAVEL.

The headlines in these terms and conditions are solely meant to facilitate an overview and are not binding with regard to the content or the interpretation of the provisions.

To cover your travel risks, we urgently recommend all travellers to conclude a travel rescission costs insurance, a travel cancellation insurance and a travel medical insurance which takes over the return transport costs for a patient transport.

## General Terms and Conditions

### 1. Registration and Confirmation

With your registration, you submit a binding offer to HRG SPORTS TRAVEL for the conclusion of the package tour contract and simultaneously confirm that you have acknowledged the aforementioned pre-contractual information. A registration can be made in writing, by fax, email, telephone or electronically. The person making the registration also registers all participants indicated in the registration. The basis of your travel registration is the travel offer in the travel brochure/advertisement or on our website [www.hrgsports-travel.de](http://www.hrgsports-travel.de). The package tour contract is deemed to have been concluded only after acceptance by HRG SPORTS TRAVEL. HRG SPORTS TRAVEL will declare its acceptance as quickly as possible by providing a written travel confirmation. The electronic confirmation of receipt of the travel registration does not constitute an acceptance of the package tour contract yet. If the travel confirmation takes place immediately after clicking the button "Book now" by a direct display of the travel confirmation on the screen, the package tour contract is deemed to have been concluded with the display of this travel confirmation. The binding nature of the package tour contract does not depend on whether the customer uses possibilities to save or print the travel confirmation or receives it in paper form (by post). In this way, a package tour contract has been concluded between you and all travellers indicated in your registration and HRG SPORTS TRAVEL.

If the content of the travel confirmation deviates from the content of the travel registration, HRG SPORTS TRAVEL submitted a new offer for contract conclusion. In such case, you are entitled to accept the offer within seven days. During this period, HRG SPORTS TRAVEL is bound to this offer. If you declare acceptance of the changed offer within these seven days, the package tour contract is deemed concluded on the basis of this offer.

Pursuant to the statutory requirements for package tour contracts concluded via distance selling (e.g. via letters, telephone calls, emails, telemedia or online services), there is no right of revocation and merely the statutory rescission and termination rights apply.

However, there is a right of revocation if the contract regarding travel services was concluded outside of business premises pursuant to Sec. 651a BGB, unless the negotiations on which the contract conclusion is based were made on the basis of a prior order by the consumer; in the latter case, there is no right of revocation.

### 2. Payment/Secured Payment Certificate

Pursuant to Sec. 651 r BGB in conjunction with Art. 252 EGBGB, a down payment in the amount of 20% of the travel price is due immediately after receipt of the travel confirmation/invoice, at the latest, however, within three business days after receipt of the confirmation. If you select the payment mode "bank transfer", HRG SPORTS TRAVEL expects payment receipt to be booked on the agreed due date. To the extent that we are ready and in a position to properly fulfil the contractual services and have complied with our statutory duties to inform and if there is no statutory or contractual right of retention on your part, we are entitled, in case of a failure to make the down payment, to rescind the package tour contract after having issued a warning including a deadline and to charge you the travel rescission costs pursuant to clause 5. The full amount of a premium for an insurance brokered by HRG SPORTS TRAVEL becomes due together with the down payment.

The remaining amount becomes due 30 days prior to departure without any further request. With regard to the remaining amount, it is essential that you note the payment date stated on your travel confirmation since a late payment receipt may lead to a cancellation of your travel booking. If the agreed travel price is not fully paid by the due date, HRG SPORTS TRAVEL is entitled to terminate the package tour contract and to claim damages in the amount of the respective

rescission fees, provided that a travel deficiency justifying a rescission does not already exist at that point in time. HRG SPORTS TRAVEL is entitled to claim damages due to non-performance under the preconditions of Secs. 280 para. 1, 3, 281 BGB.

If you booked your travel only 30 days prior to departure or later, full payment must be made immediately after receipt of the travel confirmation including the secured payment certificate.

You will receive a secured payment certificate together with the travel confirmation/invoice by which your payment is secured in case of an illiquidity on the part of HRG SPORTS TRAVEL. To secure your customer payments, HRG SPORTS TRAVEL has taken out an insolvency insurance with the German branch of Zurich Insurance plc, Solmsstr. 27-37, 60486 Frankfurt, Germany.

The respective secured payment certificate documents your direct claim vis-à-vis the insurance company in case of an illiquidity or insolvency of HRG SPORTS TRAVEL and will be provided to you together with the travel confirmation.

### 3. Travel Programme and Travel Price

The scope of the contractual services results from the description in the brochure and/or the advertisement, our website as well as from the related information in your travel confirmation. The same applies to the travel price to be paid by you. The travel prices are based on the transport and exchange rates applicable at the time of the travel offer. The services included in the travel price are stated in your programme. Admission fees for museums, churches or cultural events such as theatre or musical performances are not included in the travel price; they have to be paid by you at the respective location, unless they are expressly stated in the service description. Unless specified otherwise, the costs for additional services such as the procurement of visas must be borne by you and are invoiced separately.

### 4. Change of Travel Programme

#### a) Prior to the Conclusion of Contract

The offer information is binding for HRG SPORTS TRAVEL to the extent that it has become a basis for the package tour contract. However, HRG SPORTS TRAVEL reserves the right to make changes prior to the conclusion of contract for objectively justifiable reasons of which HRG SPORTS TRAVEL will inform you as a matter of course prior to the booking. In case of round trips/cruises, changes to the travel route are possible at any time, e.g. due to official orders, specific circumstances regarding the road and water transport, medical emergencies or if a different travel route is taken to ensure the security of the travel participants or due to weather conditions. Decisions regarding necessary changes to the travel route and/or travelling time are at HRG SPORTS TRAVEL's sole discretion.

In case of a cancellation of a scheduled or special flight by the airline and e.g. in the event of a failure of the airline to comply with the flight schedule, a change of the airline, the aircraft or the departure and/or return airport may become necessary. For these or for comparable reasons, such change and/or modification remains expressly reserved. According to the Regulation (EC) No 2111/2005 regarding the duty to inform flight passengers about the identity of the operating air

carriers, HRG SPORTS TRAVEL is obliged to inform you about the identity of the operating air carrier and any air transport services to be performed within the framework of the booked travel upon the booking.

#### b) After the Conclusion of Contract

HRG SPORTS TRAVEL expressly reserves the right to amend and change individual travel services with respect to the contractually agreed content of the package tour contract if these become necessary after the conclusion of the contract, to the extent that these changes are insignificant pursuant to Sec. 651 f para. 2 BGB. If, due to a circumstance which occurred after the conclusion of the contract, HRG SPORTS TRAVEL can only perform the booked travel with a considerable change of one of the essential features of the travel service (e.g. the routing of flights, stopovers or indirect flights, changes to the timetables and flight plans or to the travel route due to an adjournment or cancellation of a match etc.) or only by deviating from a separate contractual arrangement between HRG SPORTS TRAVEL and you, HRG SPORTS TRAVEL is entitled to offer you a respective contract amendment prior to departure or, optionally, to participate in another tour (replacement tour). In such case, you are entitled within seven days from receipt of our amended offer of contract to rescind the booked tour without payment of a compensation, to request participation in a replacement tour or to accept the offer of a contract amendment. We will expressly inform you about this deadline in the amendment offer. Hence, the offered contract amendment is deemed accepted if you do not inform us within this set deadline that you wish to rescind the package tour contract free of charge or request participation in a replacement tour.

The amended service will then replace the original contractually owed service. Possible warranty claims remain unaffected, to the extent that the amended service is defective.

### 5. Rescission, Rebooking, Transfer of Contract, Change of Name by the Traveller

#### a) Rescission

You may rescind from the travel booking at any time before departure without being obliged to state any reasons. HRG SPORTS TRAVEL recommends you to declare the rescission in writing in your own interest and to avoid any misunderstandings. The decisive rescission date is the date on which HRG SPORTS TRAVEL receives your declaration of rescission.

If you rescind the package tour contract or if you do not participate in the tour, HRG SPORTS TRAVEL may request reasonable compensation for the travel arrangements made and expenses incurred. With respect to the calculation of the compensation, HRG SPORTS TRAVEL will consider expenses usually saved and other usually possible uses of the travel services. You may provide proof that no or considerable lower costs occurred than indicated by the following fees or cancellation rules.

The amount depends on the travel price. In general, the rescission fees which HRG SPORTS TRAVEL must request in case of your rescission of the travel booking per registered travel participant, per person in percent of the travel price, amount to:

**20%** of the travel price up to the 46<sup>th</sup> day prior to departure.

**30%** of the travel price from the 45<sup>th</sup> to the 31<sup>st</sup> day prior to departure.

**50%** of the travel price from the 30<sup>th</sup> to the 15<sup>th</sup> day prior to departure.

**70%** of the travel price from the 14<sup>th</sup> to the 7<sup>th</sup> day prior to departure.

**80%** of the travel price from the 6<sup>th</sup> to the 3<sup>rd</sup> day prior to departure.

**90%** of the travel price from the 2<sup>nd</sup> day prior to departure.

**95%** of the travel price in case of no show (non-participation in the tour on the day of departure).

HRG SPORTS TRAVEL reserves the right to request a higher, specific compensation instead of the aforementioned fees, to the extent that HRG SPORTS TRAVEL proves that it incurred considerably higher expenses than the respectively applicable fees. In such case, HRG SPORTS TRAVEL is obliged to express and prove the requested compensation in concrete figures.

By derogation from clause 5.a., HRG SPORTS TRAVEL may not request a compensation if unavoidable, extraordinary circumstances occur at the place of destination or in its immediate proximity which considerably affect the performance of the package tour or the transport of persons to the place of destination.

#### **b) Rebooking**

Rebookings are generally excluded. Rebookings are any and all changes of the travel date, travel destination, place of departure, match ticket or type of transport. They are regarded as rescissions with a subsequent new registration.

#### **c) Transfer of Contract Pursuant to Sec. 651e BGB**

Until the departure date, i.e. taking into consideration an adequate deadline for organisational arrangements which must be reasonable for HRG SPORTS TRAVEL, you may request that, instead of you, a third party enters into the contract and assumes the rights and obligations under the package tour contract. HRG SPORTS TRAVEL may object to a third party entering into the contract if the third party does not meet the specific travel requirements or if its participation is in conflict with statutory provisions or official orders. If a third party enters into the contract, the third party and you are liable vis-à-vis HRG SPORTS TRAVEL as joint and several debtors for the travel price and the additional costs incurred due to the third party entering into the contract, in particular for reissuing the flight tickets and for the fees of the respective service carriers. Such additional costs must only be borne if they actually occurred and are proven to you by HRG SPORTS TRAVEL. HRG SPORTS TRAVEL charges you a processing fee in the amount of EUR 100.00 per person.

In your own interest and for reasons of evidence, any rescissions, rebookings and amendments should be declared in writing, if possible.

#### **d) Change of Name**

Upon registration, HRG SPORTS TRAVEL must be provided with your full name, including all first and last names, and the names of all registered travel participants, each identical with the valid passport. After confirmation of the travel booking by HRG SPORTS TRAVEL, name changes are only admissible against payment of a processing fee in the amount of EUR 50.00 per person. Name changes for scheduled or special flights are only possible in exceptional cases and upon request; if the flight ticket has already been issued, HRG SPORTS TRAVEL charges a fee in the amount of EUR 100.00

per person for any changes of name. Subject to the availability of free seats on a flight, additional flight charges may occur.

## **6. Rescission and Termination by HRG SPORTS TRAVEL**

In the following cases, HRG SPORTS TRAVEL may rescind the package tour contract prior to departure or terminate the package tour contract after departure:

**a)** up to 31 days prior to departure in case of non-attainment of the required number of participants, to the extent that a minimum number of participants is indicated in the offer and respective travel confirmation of HRG SPORTS TRAVEL. You will be immediately provided with the declaration of rescission and the down payment will be immediately reimbursed.

**b)** without notice, if you cause lasting disruptions to the execution of the tour despite a warning by HRG SPORTS TRAVEL or if you breach the contract to an extent which justifies an immediate cancellation. HRG SPORTS TRAVEL retains its right to claim the travel price, however, it will take into account the value of the expenses saved and of the benefits acquired by HRG SPORTS TRAVEL in connection with a different use of the services not used by you, including the amounts refunded to HRG SPORTS TRAVEL by the service carriers.

**c)** on grounds of conduct, if you carry or attempt to carry any weapons, ammunition, explosive or flammable substances (Bengal flares) and the like; furthermore, if you use or carry drugs and/or if you commit any criminal offences during the tour. A termination is also justified in case of an attempt to take such actions or commit such offences. Likewise, if you are visibly unable to travel at the time of the start of the trip, or if you suffer from an infectious disease that poses a risk to your fellow travelers.

**d)** if you have booked the tour making false statements regarding your identity, address and/or identity document or if you are listed on respective anti-terror lists of the EU or OFAC or if you are subject to a stadium ban for any other reasons.

## **7. Termination of the Package Tour Contract due to Unavoidable, Extraordinary Circumstances**

If HRG SPORTS TRAVEL is prevented from performing and fulfilling your package tour contract prior to departure due to unavoidable, extraordinary circumstances, HRG SPORTS TRAVEL is entitled to declare its rescission immediately upon gaining knowledge of the reason for the rescission. In such case, HRG SPORTS TRAVEL will reimburse the paid travel price within 14 days. HRG SPORTS TRAVEL reserves the right to request reasonable compensation for travel services already rendered or still to be rendered.

## **8. Warranty**

### **a) Notice of Defects/Remedy**

If the tour is not performed in accordance with the contract, you are obliged to inform HRG SPORTS TRAVEL immediately about the defect. If you culpably fail to inform HRG SPORTS TRAVEL about the defect, you will no longer be entitled to assert your rights for reduction or to claim damages.

You are obliged to grant HRG SPORTS TRAVEL a reasonable deadline to remedy the defect, unless immediate remedy is required or is refused by HRG SPORTS TRAVEL. HRG SPORTS TRAVEL can remedy the defect by rendering a replacement service of similar or higher quality.

You may also direct your request for remedy directly to HRG SPORTS TRAVEL:

**HRG Sports Travel**  
**GBT Deutschland GmbH**  
Gustav-Heinemann-Straße 1-3  
D - 51373 Leverkusen, Germany  
Tel.: +49 214 8660 888  
Fax: +49 214 8660 889  
[info@hrgsports-travel.de](mailto:info@hrgsports-travel.de)

Please note that if you inform your travel agent outside its business hours, a direct transmission to HRG SPORTS TRAVEL for quick processing of your request for remedy cannot be guaranteed.

Travel guides, agencies and employees of service carriers are not permitted and not authorised by HRG SPORTS TRAVEL to remedy defects or to accept claims against HRG SPORTS TRAVEL.

#### **b) Reduction of the Travel Price, Sec. 651 m BGB**

You may request a reduction of the travel price which corresponds to the deficient performance if, despite your request for remedy (cf. clause 8.a), travel services or replacement services accepted by you were not rendered in accordance with the contract.

#### **c) Termination of the Package Tour Contract, Sec. 651 I BGB**

If HRG SPORTS TRAVEL does not remedy the defect within a reasonable deadline or declares that a remedy is not possible and if the tour is considerably impaired due to the non-performance of the services in accordance with the contract, you are entitled to terminate the package tour contract. If, as a consequence, the contract is cancelled, you will remain entitled to the return journey if the contract included a return transport. Any additional costs for the return transport must be borne by HRG SPORTS TRAVEL. In cases of unforeseeable, extraordinary circumstances which do not concern travel services by HRG SPORTS TRAVEL, you are not entitled to rescind the package tour contract free of cost.

#### **d) Damages, Sec. 651 n BGB**

If HRG SPORTS TRAVEL culpably violates obligations under the package tour contract, HRG SPORTS TRAVEL is obliged to pay compensation for any damage incurred by you in this context. If, as a consequence of the violation, your tour does not take place or is considerably impaired, you may, if you have fruitlessly requested remedy (cf. clause 8.a), also request a reasonable monetary compensation for any leave taken to no effect.

### **9. Statute of Limitations**

Your claims for non-performance of the travel services in accordance with the contract will become statute-barred in two years. The limitation period commences on the day on which the tour should have ended pursuant to the contract

(Sec. 651j BGB). Any claims resulting from tort will become statute-barred within three years.

### **10. Liability of HRG SPORTS TRAVEL**

HRG SPORTS TRAVEL is liable within the framework of the duty of care of a prudent businessman for 1. the careful preparation of the tour, 2. the careful selection and supervision of the service carriers, 3. the correctness of the service description, however, not for the information in location, hotel or other brochures or online information not published by HRG SPORTS TRAVEL, which HRG SPORTS TRAVEL encloses to your travel documents, 4. the proper fulfilment of the contractually agreed travel services.

### **11. Limitation of Liability**

#### **a) Contractual**

The contractual liability of HRG SPORTS TRAVEL is limited to three times the travel price for any damage which does not constitute a bodily injury (also the liability for the violation of pre-contractual, collateral or principal obligations) to the extent that such damage was not caused intentionally or grossly negligently by HRG SPORTS TRAVEL. The limitation of liability also applies if HRG SPORTS TRAVEL is responsible for any damage incurred by you solely due to the fault of a service carrier.

#### **b) Statutory**

A claim for damages against HRG SPORTS TRAVEL is limited or excluded if, due to statutory provisions which are applicable to services to be rendered by a service carrier, the liability of such service carrier is also excluded or limited. Insofar as HRG SPORTS TRAVEL is the contractual air carrier, the liability is subject to the relevant provisions of the German Air Traffic Act (*Luftverkehrsgesetz*) in conjunction with the international Conventions covenanted in Warsaw, Den Haag, Guadalajara and Montreal. The Air Traffic Act generally limits the liability of the air carrier for death or bodily injury as well as for loss of or damage to luggage.

#### **c) For Third-Party Services**

HRG SPORTS TRAVEL is not liable for service disruptions in connection with services which are merely brokered by HRG SPORTS TRAVEL as third-party services (e.g. sports events, theatre visits, exhibitions, excursions etc.) and which are expressly marked as third-party services in the travel offer (additional offer).

#### **d) SMS Service**

HRG SPORTS TRAVEL uses utmost care with respect to the preparation, collection and distribution of information via the SMS service, however, HRG SPORTS TRAVEL is not liable for any damage resulting from incorrect, outdated telephone numbers not updated by the travel participant in its profile or in this booking registration. HRG SPORTS TRAVEL only assumes responsibility for the correct sending of the travel information to the internet provider or mobile provider (SMS) stated by the customer, however, HRG SPORTS TRAVEL is not liable for any transmission errors between these services and the customer.

### **12. Passport, Visa, Foreign Exchange, Customs and Health Requirements**

HRG SPORTS TRAVEL is obliged to inform you about passport, visa and health provisions before the conclusion of the contract as well as about possible amendments prior to departure. Such information may also be provided by your travel agent (Sec. 651v para. 1 sent. 1 BGB). Every traveller (also children) from EU member states and from Switzerland must carry a valid, machine-readable passport (ePassport) which is still valid for at least six months after the end of the tour; this also applies to travel within Europe during which the Schengen area is left. HRG SPORTS TRAVEL is not liable for the timely granting and receipt of required visas from the respective diplomatic representation if the traveller commissioned HRG SPORTS TRAVEL with the procurement of such visas, unless HRG SPORTS TRAVEL is responsible for the delay. You are responsible for compliance with all provisions which are important for the travel yourself. All disadvantages, in particular the payment of rescission costs, arising from a non-compliance with these provisions must be borne by you unless they are based on culpable false or non-information on the part of HRG SPORTS TRAVEL. If you fail to comply with passport, visa, health or other entry regulations of individual countries for reasons for which you are responsible or if a visa is not granted in due time based on your fault so that you cannot participate in the travel, HRG SPORTS TRAVEL may refuse transport and/or further transport without a compensation obligation and charge you with the respective fees pursuant to clause 5.a of these general terms and conditions. In such case, you have the right to prove that no damage was caused or that only minor damage was suffered. If entry fees or similar charges must be paid for entering a country which forms part of the travel or if fee-based travel documents (e.g. a visa) are required, the procurement of which was taken over by HRG SPORTS TRAVEL for all travellers, HRG SPORTS TRAVEL is entitled to pass any costs incurred and paid in this respect on to you.

### 13. Insurances

You are obliged to take out travel insurances including travel rescission costs insurances, unless such insurances are included in the travel price and referred to in the service description. The general terms and conditions of insurance of the respective insurance company apply.

### 14. Data Protection

Within the framework of your booking, you provide HRG SPORTS TRAVEL with personal data required by HRG SPORTS TRAVEL to provide the travel services. HRG SPORTS TRAVEL processes the booking order taking into consideration the applicable data protection law provisions based on the GDPR. HRG SPORTS TRAVEL uses your personal data to fulfil your orders and meet your requirements and wishes and, where appropriate, for purposes of its own market research. Only if you have granted HRG SPORTS TRAVEL your prior consent, HRG SPORTS TRAVEL will also

use the data for product-related surveys and for marketing purposes. HRG SPORTS TRAVEL points out that HRG SPORTS TRAVEL uses your personal data such as name, address and/or email address for the occasional dispatch of information, e.g. newsletters by email and/or post. Your data will only be used for the dispatch of such information if you have requested or approved the dispatch via a HRG SPORTS TRAVEL webpage or within the framework of a travel registration. You may object to the use of your data for these purposes at any time by unsubscribing from the respective information service. Personal data is exclusively transferred to companies involved in the booking. HRG SPORTS TRAVEL only transfers your personal data to any third parties if this is required to perform a contract, for our legitimate interest or based on a statutory obligation and if you have granted your consent to the transfer of your data. Further information can be found in our privacy policy [www.hrgsports-travel.de](http://www.hrgsports-travel.de)

### 15. Information about Consumer Dispute Resolution

In view of the law on consumer dispute resolution, HRG SPORTS TRAVEL points out that HRG SPORTS TRAVEL does not participate in voluntary consumer dispute resolution. Should consumer dispute resolution become mandatory for HRG SPORTS TRAVEL after these general terms and conditions have been printed, HRG SPORTS TRAVEL will inform the consumers accordingly in appropriate form. With respect to all contracts concluded by way of electronic legal transactions, HRG SPORTS TRAVEL refers to the European online litigation platform <http://ec.europa.eu/consumers/odr/>.

### 16. Place of Jurisdiction/Choice of Law

Place of jurisdiction for any actions filed against HRG SPORTS TRAVEL is Frankfurt am Main, Germany. The contractual relationship between you and HRG SPORTS TRAVEL is exclusively governed by German law. This also applies to the entire legal relationship. Insofar as German law is not applied in case of actions which are filed against HRG SPORTS TRAVEL abroad regarding the liability of the tour operator on the merits, German law shall exclusively apply with respect to the legal consequences, in particular regarding the type, scope and amount of claims of the customer.

### 17. Invalidity

An invalidity of individual provisions of the package tour contract does not lead to the invalidity of the entire package tour contract.

In place of the invalid provision such valid provision shall be deemed agreed upon which comes closest to the intent and purpose of the invalid provision.

**Tour operator of the package tours offered is:**

**GBT Deutschland GmbH**

Registered office of the company: Cologne, Germany, Cologne Local Court HR B 31502  
Managing directors: Roman Makoski, Katja Schüßler

Office HRG Sports Travel  
Gustav-Heinemann-Straße 1-3  
D - 51373 Leverkusen, Germany  
Tel.: +49 214 8660 888  
Fax: +49 214 8660 889  
[info@hrgsports-travel.de](mailto:info@hrgsports-travel.de)

-Last updated in March 2023-

[Form to inform travellers regarding a package tour pursuant to Sec. 651a of the German Civil Code](#)