

## **General Terms and Conditions**

### **General Terms and Conditions of the Sächsische Staatsbäder GmbH (SSB)**

As of: January 2023

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#### **1. Scope**

The following provisions apply to package travel contracts to which the provisions of §§ 651a ff BGB (German Civil Code) on the travel contract apply directly. The provisions, insofar as validly agreed, become the content of the package travel contract concluded between the customer and Sächsische Staatsbäder GmbH, Badstraße 6, 08645 Bad Elster (hereinafter referred to as SSB). They supplement and fill out the legal provisions of §§ 651 a to y BGB (German Civil Code) and Articles 250 and 252 EGBGB.

It is agreed that German law shall apply, provided that the customer enjoys the protection of the mandatory provisions of the law according to art. 6 section 2 Rome - I- Regulation, which would be applicable without this clause.

#### **2. Conclusion of contract**

(1) By submitting a booking request, the customer offers the conclusion of a contract to the SSB. The travel can be booked verbally, in writing, by phone, by fax or electronically (e-mail, internet).

(2) The following shall apply to electronic bookings: SSB will immediately confirm receipt of the booking electronically. This confirmation of receipt does not yet represent an acceptance of the booking request. The transmission of the travel registration by confirmation of the button "booking against payment" does not constitute a claim of the customer to the conclusion of a contract. The contract is concluded only upon receipt by the customer of the travel confirmation, which is made on a permanent data carrier. If the travel confirmation takes place immediately after confirmation of the button "booking against payment" by corresponding direct display of the travel confirmation on the screen, the travel contract comes into effect with the display of this travel confirmation. In this case, there is also no need for an intermediate notification of receipt of the booking.

(3) The contract shall otherwise become effective upon acceptance by the SSB. The acceptance does not require any specific form. The SSB will submit a booking confirmation to the customer upon or immediately after the conclusion of the contract.

(4) If the content of the booking confirmation deviates from the content of the submitted booking request, the confirmation shall be deemed as a new offer which is binding for the duration of 10 days. The contract shall become effective on the basis of this new offer, if the customer declares his acceptance within the commitment period by confirmation, advance payment or final payment.

(5) The customer shall be liable for all contractual obligations of travellers for whom he makes the booking as for his own, insofar as he has undertaken this obligation by express and separate declaration.

(6) The existing pre-contractual information obligations of SSB regarding essential characteristics of the travel services, the travel price and all additional costs, the payment modalities and the cancellation fees (in accordance with art. 250 § 3 no. 1,3 to 5 and 7 EGBGB - Introductory Act to the German Civil Code) only do not become part of the travel contract if this is expressly agreed between the parties.

(7) It is hereby pointed out that for all of the above-mentioned booking types, there is no right of revocation for package travel contracts concluded at a distance after conclusion of the contract due to the legal provision of § 312 g para. 2 sentence 1 no. 9 BGB (German Civil Code). Withdrawal from and termination of the contract, on the other hand, are possible subject to the provisions of clauses 5 and 8.

### **3. Service obligation**

(1) The type and scope of the services owed by the SSB result exclusively from the booking confirmation in connection with the brochures applicable at the time of the conclusion of contract and the service specifications, information and explanations included in the brochures.

(2) Within the framework of booked package offers it is not possible to use cost absorption declarations from health insurances or medical referral notes.

(3) The package price will be indicated on the invoice for package offers. No specified invoice can be issued for individual services of the package offer.

(4) The SSB can commission third parties as service providers for the performance of the individual services agreed upon in the contract, which are neither integrated in the organisation of the SSB nor are subject to the instruction right of the SSB, but are legally and economically independent (e.g. doctor, hotel, restaurant).

### **4. Travel start and due time of the travel price**

(1) Payments on the travel price before the end of the trip may only be demanded and accepted if an effective customer money protection contract exists and the traveller has been handed over the security certificate with the name and contact details of the customer money security provider in a clear, understandable and highlighted manner within the meaning of Section 651 r para. 4 BGB (German Civil Code) and Article 252 EGBGB (Introductory Act to the German Civil Code). After conclusion of the contract a down payment of 20 % of the travel price is due against handing over of the security certificate. The final payment shall be made 30 days before the travel start, provided that the security certificate has been issued.

(2) If the payment 30 days before the start of the travel according to para. 1 sentence 1 is not possible for the customer due to a short-term booking, the travel price shall be paid upon the travel start or a voucher confirmed by the transferring credit institution shall be submitted.

(3) Costs for the payment transaction, which arise in the sphere of the customer, shall be borne exclusively by the customer (e.g. international credit transfer fee).

4) If the customer does not make the down payment and the payment of the remaining amount of the travel price in accordance with the agreed payment due dates, although SSB is ready and in a position to duly provide the contractual services, has fulfilled its legal information obligations and there is no legal or contractual right of retention on the part of the customer, SSB is entitled to withdraw from the travel contract after issuing a reminder with a deadline and to charge the customer with withdrawal costs.

## **5. Change of service**

(1) Deviations of essential characteristics of travel services from the agreed content of the travel contract which become necessary after conclusion of the contract and which were not brought about by SSB contrary to good faith are only permitted before the travel start insofar as the deviations are not significant and do not affect the overall design of the booked travel.

(2) SSB is obliged to inform the customer about changes of services and deviations from services in a clear, comprehensible and highlighted manner on a permanent data carrier immediately after becoming aware of the reason for the change.

(3) In the event of a significant change to an essential characteristic of a travel service or a deviation from special specifications, the customer is entitled within a reasonable period either to accept the change or to withdraw from the travel contract free of charge or to demand participation in a substitute trip if SSB has offered such a trip. The customer has the choice to respond to the notification or not. If the customer does not respond to SSB or does not respond within the legal period, the notified change is considered accepted. The customer shall be informed of this in connection with the notice of change in a clear, comprehensible and highlighted manner.

(4) Any warranty claims shall remain unaffected insofar as the modified services are deficient. If SSB had lower costs for the implementation of the changed trip or replacement trip with equivalent quality, the customer shall be reimbursed the difference in accordance with § 651 m para. 2 BGB (German Civil Code).

## **6. Withdrawal from the contract**

(1) The customer may withdraw from the travel contract at any time before the travel start. Decisive is the receipt of a declaration of withdrawal by SSB. It is recommended to the customer to declare the withdrawal on a permanent data carrier.

(2) If the customer withdraws from the travel contract or does not start the travel, SSB may demand reasonable compensation for the arrangements made and expenses incurred, insofar as the withdrawal is not the responsibility of SSB or exceptional circumstances occur at the destination or in its immediate vicinity which significantly impair the performance of the journey or the transport of persons to the destination. According to § 651 h para. 3 sentence 2 BGB, circumstances are unavoidable and extraordinary if they are not within the control of SSB and their consequences could not have been avoided even if all reasonable precautions had been taken. The amount of compensation is calculated according to the travel price

minus the value of the costs saved by SSB as well as minus what SSB acquires through other use of the travel service. The compensation is calculated according to the date of receipt for the cancellation in a percentage ratio to the travel price as follows:

- \* up to 30 days before the start of the travel: 20 % of the travel price
- \* up to 14 days before the start of the travel: 30 % of the travel price
- \* up to 7 days before the start of the travel: 50 % of the travel price
- \* up to 6 days before the start of the travel: 75 % of the travel price

(3) The customer reserves the right to prove that the reasonable compensation to which SSB is entitled is significantly lower than the compensation lump sum demanded by SSB.

(4) SSB is obliged as a result of a withdrawal to refund the travel price immediately but in any case within 14 days after receipt of the declaration of withdrawal. § 651 e BGB (German Civil Code) remains unaffected by the above conditions.

## **7. Replacement travellers**

Within a reasonable period of time, the customer may request on a permanent data carrier that a third party take over the rights and obligations arising from the travel contract instead of the customer, provided that the third party meets the special requirements and no legal regulations or official orders are opposed. The customer and the third party entering into the contract are jointly and severally liable for the price and the additional costs arising due to the third party entering the contract. The declaration is in any case on time if it is received by SSB no later than seven days before the travel start. SSB may claim reimbursement of additional costs if and to the extent that they are reasonable and actually incurred by it.

## **8. Rebooking**

(1) After the conclusion of the contract, the customer shall have no claim to changes in the travel date, the travel destination, the place of travel start, the accommodation or the mode of transportation. This does not apply if the rebooking is necessary because SSB has not provided any, insufficient or incorrect pre-contractual information to the customer pursuant to art. 250 § 3 EGBGB (Introductory Act to the German Civil Code), in which case the rebooking is possible free of charge.

(2) SSB will endeavour to make requested rebookings up to 30 days before the travel start, subject to availability, against payment of a processing fee of € 35 per person and rebooking; any additional costs of the rebooked trip shall be borne by the customer. Each additional rebooking request shall be charged with 50 € per person and rebooking. Later rebookings are only possible after withdrawal from the travel contract according to clause 6 and simultaneous new registration.

## **9. Unused services**

If the customer does not use certain services that SSB was prepared and in a position to perform in accordance with the contract and that were duly offered to him for reasons that are attributable to him (e.g. due to early return, due to other compelling reasons), he is not entitled to a pro rata refund of the price, insofar as such reasons would not have entitled him to withdraw free of charge or to terminate the contract in accordance with the legal provisions.

The SSB shall endeavour to obtain reimbursement for the saved expenses from the service providers. This obligation does not apply if the expenses are completely insignificant.

## **10. Warranty rights of the customer**

(1) The customer is obliged to inform SSB immediately of any complaints/defects so that SSB can provide a remedy. If the travel is not provided without any travel defects, the customer can demand remedy. Insofar as SSB was unable to remedy the situation as a result of a culpable failure to notify the customer of the defect, the customer may not assert claims for a reduction in price in accordance with § 651 m BGB (German Civil Code) or claims for damages in accordance with § 651 n BGB (German Civil Code).

(2) If essential parts of the travel cannot be performed according to the contract after the beginning of the travel, other reasonable arrangements / services shall be offered to the customer without additional costs.

(3) The customer is entitled to a price reduction and/or compensation for damages if travel services have not been performed properly despite his request for remedy.

(4) The customer may address his requests for remedy, notices of defects, fixations of deadlines for remedy and notices of termination every day from 9:00 a.m. – 5:00 p.m. to the sales department of the SSB, in Bad Elster, Badstraße 6 or phone 037437 - 71111 resp. in Bad Brambach, Badstraße 47, or phone 037438 - 88111 or to [info@saechsische-staatsbaeder.de](mailto:info@saechsische-staatsbaeder.de).

(5) In case of an interruption of the services, the customer is obliged to cooperate within the framework of the statutory provisions and to take reasonable steps in order to prevent and minimise damages and to achieve an elimination of the interruption.

(6) If the stay is significantly impaired as a result of a defect of the kind described in § 651 i paragraph 2 BGB (German Civil Code), the customer may terminate the contract in accordance with § 651 l BGB (German Civil Code). Termination is only permissible if SSB has allowed a reasonable period of time specified by the customer to elapse without providing remedy. The fixing of a deadline is not required if remedy is impossible or is refused by SSB or if termination of the contract is justified by a special interest of the customer.

(7) SSB refers to the obligation to provide assistance in accordance with § 651 q BGB (German Civil Code), according to which the customer in the case of § 651 k para. 4 BGB

(German Civil Code) or for other reasons in difficulty is to be provided with assistance in an appropriate manner without delay, in particular through

(a) providing suitable information on health services, local authorities, and consular assistance

(b) assistance in establishing long-distance communication connections; and

(c) assistance in finding other means of travel. In this respect, § 651 k para. 3 BGB (German Civil Code) shall remain unaffected.

## **11. Assertion and limitation period of claims, dispute resolution**

(1) Claims in accordance with § 651 i para. 3 nos. 2 to 7 BGB (German Civil Code) must be asserted by the customer against SSB. It is recommended that the claim be made on a permanent data carrier.

(2) The customer may assert his claims due to travel deficiencies within two years. The limitation period begins on the day on which the package travel should have ended according to the contract.

(3) With regard to the law on consumer dispute resolution, SSB points out that SSB does not participate in voluntary consumer dispute resolution. If a consumer dispute resolution would be obligatory for the tour operator after the printing of these travel conditions, SSB shall inform the customer about this in a suitable form. SSB refers to the European online dispute resolution platform [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/) for all travel contracts concluded in electronic legal transactions.

## **12. Limitation of liability**

(1) The liability of the SSB for damages which are 1st no bodily injuries and 2nd have not been caused by negligence shall be limited to three times the price of the travel.

(2) Possible additional claims under international agreements or legal provisions based on such agreements shall remain unaffected by the limitation. . These maximum liability amounts apply per participant and booked service. SSB is not liable for service disruptions, personal injury and material damage in connection with services that are only brokered as external services if these services are expressly identified as external services in the travel description and the booking confirmation, stating the identity and address of the brokered contract partner in such a clear manner that they are not recognisable to the customer as part of the travel services of SSB and were selected separately. §§ 651 b, 651 c, 651 w and 651 y BGB (German Civil Code) shall remain thereby unaffected. However, SSB is liable if and insofar as the breach of information, explanation or organisational duties of SSB was the cause of damage to the guest. Claims based on international agreements or legal provisions based on such agreements shall remain unaffected by the limitation.

## **13. Place of jurisdiction**

The customer can sue the tour operator only at the latter's registered office. The place of residence of the customer is decisive for legal claims by SSB against the customer or another travel participant, unless the legal action is directed against registered traders or persons who have moved their place of residence or habitual residence abroad after

conclusion of the contract, or whose place of residence or habitual residence is not known at the time the legal claim is filed. In these cases, the registered office of SSB shall be decisive. Neither applies unless international conventions mandatorily require otherwise.

#### **14. Data protection**

The personal data provided by the customer, shall be processed for the establishment, performance and termination of the contract. This also includes the support of the customer, if this is related to the purpose of the contract. The transfer of personal data to third parties (e.g. accommodation providers) for the fulfilment of the contract is permitted. In principle, the following data is transmitted: First and last name, address. In the preliminary stages of a contract (contract initiation), the processing of personal data is permitted for the purpose of drafting offers, preparing contracts or fulfilling other requests of the interested party aimed at the conclusion of the contract.

#### **15. Vouchers**

Provided that no limitation period applies according to the statutory regulations (German Civil Code, BGB), the vouchers issued by the SSB (multi-purpose vouchers in the sense of § 3 para. 15 UStG - German Value Added Tax Act) will be accepted as means of payment. Vouchers shall be redeemed, if possible, within one year from the purchase date from the SSB. The value of the voucher or residual amounts will not be disbursed in cash.

#### **16. Invalidity of individual provisions**

The invalidity of individual provisions of the travel contract or of the above-mentioned provisions does not result in the invalidity of the entire travel contract or of the above-mentioned provisions. The parties undertake to agree upon a regulation which comes closest to the content and purpose of the invalid provision.

Sächsische Staatsbäder GmbH