

General Travel Conditions of Harzer Schmalspurbahnen GmbH

Dear Guest,

In order for your journey to run smoothly, you should know exactly what services we provide, what we are responsible for, and what you must pay attention to. Our travel conditions ensure clear conditions which are in both your and our interests. Please read through the conditions carefully, as they are part of the contractual relationship between you as the customer and us, Harzer Schmalsspurbahnen GmbH (hereinafter referred to as "HSB"), Friedrichstr. 151, 38855 Wernigerode.

1 Registration and Conclusion of the Travel Contract

1.1 By booking (travel registration), the customer offers to conclude a binding travel contract with the travel operator (HSB). The basis for this offer is the travel descriptions as well as additional information from HSB for the relevant travel, provided these are given to the customer.

1.2 The booking can be made orally, in writing, over the phone, by fax or electronically (email). In the event of electronic bookings, HSB shall immediately confirm receipt of the booking electronically. This confirmation of receipt does not constitute an acceptance of the booking request by HSB.

1.3 The travel contract shall only be concluded with HSB confirming the booking and the price in writing to the customer. If the contents of the confirmation deviate from those of the registration, this represents a new offer on the part of HSB, to which HSB is bound for a duration of 10 days. The contract shall be concluded on the basis of the new offer if the customer states their acceptance within the commitment period via an express declaration, partial payment or a final payment.

1.4 The customer shall assume all contractual obligations, even those for fellow travellers for whom he has made the booking, where he has assumed this obligation via an express and separate declaration. The customer making the travel registration assures that he is authorised and entitled to represent those participants who are co-registered, and also recognises the remaining participants and the General Travel Conditions of HSB.

2 Payment

2.1 Payments on the travel price may only be requested before the end of the travel upon presentation of a certificate of guarantee according to Section 651 k (3) of the German Civil Code.

2.2 If the travel is for no longer than 24 hours, if there is no overnight stay or if the travel price is not more than € 75,000, the full travel price may be requested in advance even without a certificate of guarantee.

2.3 If a certificate of guarantee is not presented, and Section 2.2 does not apply, the travel price shall be due on the first working day after the end of the travel.

2.4 After the conclusion of the contract, an advance payment of 20% of the travel price shall be due for payment upon presentation of a certificate of guarantee. The payment of the outstanding balance shall be due four weeks before the beginning of the travel if the certificate of guarantee has been presented and the travel can no longer be cancelled for the reasons stated in Section 7.2

2.5 If the customer does not make the advance payment/pay the remaining balance according to the agreed payment dates, HSB is entitled to withdraw from the travel contract after issuing a reminder with a deadline, and may apply withdrawal charges according to Section 4.4.

3 Services

3.1 The services which are contractually agreed are given in the service descriptions in the offer and the corresponding details in the travel confirmation. The details contained in the offer are binding for HSB.

3.2 We expressly reserve the right, however, to make a change to the details of the offer before the conclusion of the contract, on objectively justifiable, significant or unforeseeable grounds, of which we will of course inform the customer immediately after becoming aware of the grounds for the changes and before the booking is made. We shall expressly declare, however, that changes which deviate from the agreed content of the travel contract have been made in good faith and do not compromise the overall arrangement of the travel.

3.3 Possible claims under guarantee are not affected provided the amended services are not deficient.

3.4 In the event of a considerable change to a significant travel service, the customer is entitled to withdraw from the travel contract without any charges, or to change the booking free of charge, if HSB is able to offer such a travel service at no extra cost for the customer. The customer must assert these rights immediately after the declaration from HSB regarding the change to the travel service or the cancellation of the travel because of this.

4 Withdrawal by the Customer, Rebooking, Substitute Persons

4.1 The customer may withdraw from the travel at any time before the beginning of the travel. The withdrawal is to be issued to HSB at the following address:

Harzer Schmalspurbahnen GmbH
Friedrichstraße 151
38855 Wernigerode, Germany

4.2 If the customer withdraws before the beginning of the travel or does not commence the travel, HSB loses its claim to the travel price. HSB may instead request appropriate compensation for any travel arrangements and expenditures associated with the relevant travel price, provided the withdrawal is not their fault or in the case of force majeure.

4.3 When calculating the compensation, expenditures which could have possibly been saved and the use of travel services which may have been otherwise possible, should be considered.

4.4 HSB may consolidate this compensation claim- in a proportional ratio to the travel price- under consideration of the subsequent arrangement, according to the proximity of the withdrawal to the contractually stipulated start of travel. The compensation shall be calculated according to the time at which the withdrawal application is received by HSB:

The withdrawal fees in a percentage of the travel price (per person) amount to 20% of the travel price up until 30 days before the beginning of the travel, but at least €18.00 however, to 50% of the travel price up until 14 days before the beginning of the travel, but at least €33.00 however, and to 75% of the travel price in the event of a later withdrawal or non-participation.

4.5 The customer is entitled to prove to HSB that no or considerably less damage resulted than that of the sum requested of them.

4.6 HSB reserves the right to request a higher, specific compensation in place of the existing sum, provided HSB can prove that considerably higher expenditures than the original sum arose. In this case HSB is obliged to concretely quantify and document the requested compensation in consideration of the saved expenditure and of the use of the travel services which would have otherwise been possible.

4.7 Up until the beginning of the trip, the customer may request that a third party can enter into the rights and obligations arising from the travel contract according to Section 651 b of the German Civil Code. If a third party enters into the contract, the third party and the customer are jointly liable to HSB for the travel price and the costs arising from entering the third party.

4.8 In order to cover for cancellation costs, it is recommended that cancellation insurance be taken out with, for example: Europäische Reiseversicherung AG, Vogelweidenstr. 5, 81677 Munich

5 Services Not Used

If the customer does not make use of individual travel services which were properly offered to him because of a premature return journey or for other compelling reasons which are attributable to him, the customer may not assert a claim to a proportional reimbursement of the travel price against HSB.

6 Withdrawal and Termination by HSB

HSB may withdraw from the travel contract before the start of the trip or may terminate the travel contract after the start of the trip in the following cases:

6.1 HSB may withdraw from the travel contract up to 2 weeks before the beginning of the travel in the event that participation numbers are not achieved, if a minimum number of participants is specified in the travel description for the travel concerned. The withdrawal declaration must be provided to the customer immediately. The customer shall be reimbursed for the travel price immediately. No further claims shall exist.

6.2 HSB may terminate the travel contract without adhering to a notice period if the customer disrupts the carrying out of the travel despite a warning from us or if he behaves in a manner that is contrary to the contract, to such an extent that the immediate cancellation of the contract is justified. If HSB terminates, they reserve the right to the travel price, but they are required to allow for the value of expenditures as well as for advantages which HSB may obtain from another use of the unused service, including the amounts credited to us by the suppliers of these services.

7 Cancellation of the Contract due to Extraordinary Circumstances

If, according to Section 651 j of the German Civil Code the travel is considerably complicated, compromised or impaired due to an act of God which was unforeseeable at the time at which the contract was concluded, both the customer and HSB may terminate the contract. If the contract is termi-

nated according to this provision, HSB may claim appropriate compensation for the travel services which have already been performed or for those which still have to be performed.

8 Liability of the Travel Operator

8.1 HSB is liable, in line with the duty of care expected in good business practice, for

- a) the diligent preparation of travel arrangements,
- b) the careful selection and supervision of service providers,
- c) the accuracy of all descriptions of the travel services offered in the brochures, unless a change was specified with the offer
- d) the proper fulfilment of all the contracted travel services.

8.2 HSB is liable for the fault of those persons entrusted with performing the services.

9 Guarantee and Redress

9.1 If the travel services are not carried out according to the contract, the customer may request redress. The customer is obliged, however, to immediately report a deficit in the travel services to HSB. The deficit must be reported to HSB, Kundenservice, Friedrichstr. 151, 38855 Wernigerode, Tel.: 03943/558-151. The travel management is instructed to provide redress where this is possible. However, they are not authorised to recognise claims from the customer. HSB may refuse the redress if a disproportionately high expenditure is required. The redress shall seek to eliminate the deficient service or provide an equivalent service. The customer may request a discount on the travel price which corresponds to the duration of the provision of services which was contrary to the contract (Reduction). The travel price should be reduced by the difference between what the value of the travel would have been at the time of purchase in its deficient-free state to that of its real worth. The reduction shall not be applied if the customer is guilty of breaching his obligation to immediately report the deficient travel services.

9.2 If the travel is considerably impaired due to a deficit and no redress is provided by HSB within a reasonable time period, the customer may terminate the travel contract in his own interest and due to reasons for perpetuation of evidence in line with legal provisions. The same shall apply if the customer cannot be expected to take part in the travel due to a considerable deficit recognised by HSB. A deadline for providing redress shall not apply if redress is impossible or is not authorised by HSB or if the immediate termination of the contract is justified due to a particular interest on the part of the customer.

9.3 The customer shall owe HSB the share of the travel price for the services which were used where these services were of interest to him. Regardless of the reduction or the termination, the customer may request compensation for non-fulfilment, unless the travel deficit concerns a circumstance which was not the fault of HSB.

10 Limitation of Liability

10.1 The contractual liability of HSB is limited to three times the travel price, not including bodily damages

- a) provided the damage to the customer was not caused by wilful intent or gross negligence
- b) provided HSB alone is responsible for the damage caused to a customer due to the fault of a service provider.

10.2 HSB's liability for criminal acts is for damage to property which is not based on wilful intent or gross negligence and is limited to three times the travel price. The highest maximum sum shall apply per customer and travel. Possible further claims in connection with baggage are unaffected by the limitation according to the Montreal Convention.

10.3 HSB is not liable for disruption to services or for damage to persons or property in connection with services which are mediated as external services. (e.g. excursions, activities, transport services to and from the described departure and destination locations), if these services are expressly identified as external services in the travel description and the booking confirmation alongside the name of the contracting party providing the service, in such a clear manner that it is obvious to the customer that they are not part of HSB.

10.4 HSB is however liable

- a) for services involving the transport of the customer from the described departure point of the journey to the described destination point, interim transport during the journey and accommodation during the journey
- b) if and to the extent that the customer suffers damages as a result of the failure of HSB to fulfil its obligations to inform, explain or organise.

10.5 For this reason, the customer is recommended to take out travel accident and baggage insurance.

11 Duty to Cooperate

11.1 Travel documents shall be available on arrival at the accommodation. The customer must bear the risk when sending all travel documentation. The customer must inform HSB if he has not received the necessary travel documents within the timeframe stated by HSB.

11.2 In the event of service disruptions the customer is obliged to assist in the prevention or minimisation of possible damages, in line with legal regulations. The customer is particularly obliged to make HSB aware of complaints immediately. HSB is instructed to provide redress where possible. If a customer fails to declare a deficit, a reduction claim cannot be made

12 Exclusion and Limitation

12.1 The customer must assert a claim against HSB for travel which was not carried out according to the contract within a month of the end of the travel as stipulated in the contract. After the expiry of this time limit, claims may only be asserted if the customer was prevented from adhering to the time limit through no fault of his own. Claims from unpermitted actions are limited to three years.

12.2 Contractual claims from the customer according to Section 651 c-f of the German Civil Code for damage to life, body, or health which result from a wilful or negligent breach of duty on the part of HSB or a legal representative or agent of HSB are limited to two years. This shall also apply to claims to compensate other damages, based on a wilful or grossly negligent breach of duty by HSB or a legal representative or agent of HSB.

12.3 All other claims according to Section 651 c-f of the German Civil Code are limited to one year.

12.4 The limitation according to sections 12.2 and 12.3 begins with the day following day of the contractual end of the travel.

12.5 If negotiations between the customer and HSB regarding the claim or the circumstances which are the basis of the claim are pending, the limitation period shall be suspended until the customer or HSB requests that negotiations be resumed. The limitation shall apply again at the earliest three months after the end of the suspension.

13 Place of Jurisdiction

The customer may only take action against HSB at its registered office. For legal action on the part of HSB against the customer, the residence of the customer is authoritative unless the legal action is directed against tradespersons or persons who do not have a general place of jurisdiction in the country or against persons who have moved their residence or habitual abode to another country or whose residence or habitual abode is unknown at the time at which the legal action has been commenced. In such cases, the registered office of HSB is authoritative.

14 Invalidity of Individual Provisions

The invalidity of individual provisions of this travel contract shall not affect the validity of the rest of the travel contract. If necessary, the provision in question is to be interpreted so as to achieve the economic and legal aims intended with it as far as possible.

Operator:

Harzer Schmalspurbahnen GmbH
Friedrichstr. 151
38855 Wernigerode