

# General travel conditions at the Kongresshotel Potsdam

## § 1 Scope of application

1. These additional terms and conditions of the tour operator (OSV Hotel und Kongress GmbH & Co. Betriebs KG, Am Luftschiffhafen 1, 14471 Potsdam - hereinafter also referred to as "service provider" or "tour operator" or "hotel") form the basis of the package travel contract concluded between the customer and the hotel, unless otherwise agreed in writing (text form is sufficient) in individual cases. They explain and supplement the statutory provisions on the package travel contract from the German Civil Code (§§ 651a-y BGB) and the Introductory Act to the BGB (Art. 250, 252 EGBGB). They apply exclusively.
2. These terms and conditions apply independently of other terms and conditions of business and rates, in particular the "General Terms and Conditions for Hotel Accommodation Contracts with the Kongresshotel Potsdam" and the "General Terms and Conditions for Events at the Kongresshotel Potsdam", which form the basis of the contractual relationship between the customer and the hotel.
3. The tour operator's General Terms and Conditions do not apply if the customer has not booked a package tour, e.g. due to a statutory exception (Section 651a (4), (5) BGB) or the mere arrangement of a linked travel service (Section 651w BGB). The customer shall receive corresponding information before submitting his contractual declaration. In particular, the tour operator's General Terms and Conditions do not apply to bookings made on the basis of a framework agreement for the organization of business trips with a traveler who is an entrepreneur and concludes the contract for entrepreneurial purposes.
4. Conflicting or deviating terms and conditions of the customer shall not be recognized by the hotel unless their validity has been expressly agreed. This shall also apply if the hotel carries out the delivery or service to the customer without reservation in the knowledge of conflicting terms and conditions of the customer.

## § 2 Tour operator

1. The tour operator is  
OSV Hotel und Kongress GmbH & Co. Betriebs KG,  
Am Luftschiffhafen 1, 14471 Potsdam,  
Telefon: +49 331-9070,  
E-Mail: [info@kongresshotel-potsdam.de](mailto:info@kongresshotel-potsdam.de).

2. Before concluding a package travel contract, the tour operator must inform the customer about the essential details of the package as well as the customer's rights in accordance with EU Directive 2015/2302. The essential information about the package tour can be found in the general and specific service descriptions of the package tours (e.g. the detailed descriptions on the website and the booking process) as well as the terms and conditions of the tour operator. In order to inform the customer of their rights in accordance with EU Directive 2015/2302, the prescribed form is available on the website.

## § 3 Subject matter of the contract, conclusion of contract, notification, storage of contract text

1. The services sold by the tour operator include, in particular, travel packages consisting of hotel accommodation in combination with other tourist services, such as the provision of tickets for events. Offers, prices and details of travel services in the respective publications. Until receipt of the customer's booking request or booking declaration by the tour operator, changes may be made for factual reasons, which the tour operator expressly reserves the right to make. The tour operator will inform the customer of such changes in good time before the customer submits his contractual declaration.
2. The tour operator's offers are based on the tour description and the supplementary information provided by the tour operator for the respective tour, insofar as these are available to the customer at the time of booking. The pre-contractual information provided by the tour operator on the essential features of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (in accordance with Article 250 § 3 numbers 1, 3 to 5 and 7 EGBGB) shall only not form part of the package travel contract if this has been expressly agreed between the parties.
3. Travel services described in an online service offer are not yet legally binding offers.



By submitting a booking declaration to the tour operator, which can be made verbally, by telephone, electronically or in writing, the customer makes a binding offer to the tour operator to conclude a package travel contract in accordance with the conditions set out in the online service offer. The transmission of the booking clarification by pressing the button in the booking process, which informs the customer of the assumption of a cost obligation, does not constitute a claim by the customer to the conclusion of a contract.

4. The receipt of the electronic booking declaration is initially confirmed to the customer electronically (e.g. by e-mail), unless the customer is entitled to a travel confirmation in paper form in accordance with Art. 250 § 6 Para. 1 Sentence 2 EC-BGB, as the contract was concluded in the simultaneous physical presence of both parties or outside of business premises. Such electronic confirmation of receipt of the customer's electronic booking declaration does not constitute acceptance of the offer to conclude a package travel contract by the tour operator.
5. A package travel contract between the customer and the tour operator is only concluded upon receipt by the customer of a declaration of acceptance from the tour operator or on its behalf, which expressly confirms the booking, contains all essential information about the travel services booked by the customer and is sent to the customer on a permanent data carrier, e.g. by e-mail ("booking confirmation"). If the declaration of acceptance is made immediately after pressing the button in the booking process, which informs the customer of the assumption of an obligation to pay, by displaying the booking confirmation directly on the screen, the package travel contract is concluded when this booking confirmation is displayed. In this case, no interim notification of receipt of the booking confirmation is required (see above), provided that the customer is given the opportunity to print out the booking confirmation and save it on a permanent data carrier (e.g. as a PDF document). The binding nature of the package travel contract is not dependent on the customer actually using these documentation options.
6. If the content of the booking confirmation deviates from the content of the booking, the deviating booking confirmation constitutes a new offer to the customer for the conclusion of a package travel contract, to which the tour operator is bound for ten days, unless a different period is specified in the offer. The contract is concluded on the basis of this new offer insofar as the tour operator has pointed out the change to the new offer and fulfilled its pre-contractual information obligations and the customer declares acceptance to the tour operator within the binding period by express declaration or conclusively (e.g. by making a down payment).
7. The customer can use the usual PC and browser functions, e.g. the browser's back command, to correct their entries, delete or reset the entire booking form.
8. The contract languages offered for the electronic booking are indicated. If no other information or agreement is provided, the contractual language in relation to the tour operator is German.
9. The customer shall be responsible for all contractual obligations of travelers for whom he makes the booking as for his own, insofar as he has assumed this obligation by express and separate declaration.
10. The text of the contract is stored by the tour operator for a limited period of time in order to process the package travel contract and can no longer be accessed via the Internet after the booking has been made. The customer is advised to ensure that the booking data and contract text are stored permanently. After the contract has been fully processed, the contract text and booking data will be deleted or blocked for further use, unless the tour operator is subject to mandatory retention obligations under tax or commercial law. Further information on the handling of customer data can be found in the tour operator's privacy policy.
11. Travel agents (e.g. travel agencies) and service providers (e.g. shipping companies, hotels, other accommodation and catering providers, concert organizers, transport companies) are not authorized by the tour operator to make agreements, provide information or give assurances that change the agreed content of the package travel contract, go beyond the contractually agreed services of the tour operator or contradict the travel advertisement or an online service offer. Presentations on the Internet, hotel, location, event and other brochures or information not published by the tour operator are not binding for the tour operator unless they have been made the subject of the tour description or the content of the tour operator's service obligation by express agreement with the customer, which must be in text form to be effective.
12. Admission tickets, tickets or other documents required by the customer to attend events (hereinafter: event tickets) shall be deposited for the customer either at the event venue (e.g. theater or concert box office) or at the hotel.

#### § 4 Notes on the statutory right of withdrawal

The tour operator points out that according to the statutory provisions (§§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB), there is no right of withdrawal for package travel contracts in accordance with § 651a and § 651c BGB, which were concluded as a distance selling transaction (this includes in particular the conclusion of the contract by letter, catalog, telephone, telecopy, e-mail, short messages (SMS), radio, telemedia and on-line services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal in accordance with § 651h BGB. However, there is a right of withdrawal if the contract for travel services has been concluded between an entrepreneur and a consumer outside of business premises in accordance with Section 651a BGB (e.g. coffee trip), unless the verbal negotiations on which the conclusion of the contract is based were conducted at the prior request of the consumer; in the latter case, there is again no right of withdrawal.

#### § 5 Payment

1. The tour operator may only demand or accept payment of the tour price prior to the end of the package tour if an effective customer money protection contract exists and the customer has been provided with the insurance certificate with the name and contact details of the customer money insurer in a clear, comprehensible and prominent manner. The conditions, deadlines and due dates of any down payment to be made by the customer will be shown or communicated to the customer at the time of booking. The deposit and final payment shall be made by direct debit exclusively to the tour operator and not to the travel agent or travel agency.
2. The fees to be paid by the customer to the tour operator in the event of a withdrawal (§ 8 of these GTC) are due immediately in each case.
3. If the customer does not pay the deposit and/or the balance in accordance with the agreed payment due dates, even though the tour operator is able and willing to provide the contractual services properly, has fulfilled its statutory information obligations and the customer has no legal or contractual right of retention, the tour operator is entitled to withdraw from the package travel contract after issuing a reminder with a deadline and to charge the customer cancellation costs in accordance with § 8. In any case, the customer is at liberty to prove to the tour operator that the latter has suffered no loss at all or a significantly lower loss than the lump sum demanded.

#### § 6 Changes in performance

1. The tour operator is permitted to deviate from the agreed content of the package travel contract with regard to essential characteristics of travel services which become necessary after the conclusion of the contract (e.g. for safety reasons, due to the conditions of the selected means of transport, unforeseeable events such as weather conditions) and which were not brought about by the tour operator in bad faith before the start of the trip, provided that the deviations are insignificant, do not lead to a significant change in the travel services and do not impair the overall nature of the trip.
2. The customer shall be informed of such service changes clearly, comprehensibly and in a highlighted manner on a durable medium (e.g. also by e-mail, SMS). The notification shall be made immediately upon knowledge 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 the customer's special requirements that have become part of the package travel contract, the customer is entitled to cancel the package within a reasonable period of time set by the tour operator at the same time as the notification of change.
  - accept the change or
  - to withdraw from the package travel contract free of charge or
  - to demand participation in a substitute trip if such a trip is offered by the tour operator.

It is at the customer's discretion to react to the notification of change and exercise one of the aforementioned rights. If the customer does not respond to the tour operator or does not respond within the set deadline, the notified change is deemed to have been accepted.

4. Any warranty claims remain unaffected if the modified services are defective. If the tour operator had lower costs for the execution of the modified trip or replacement trip with equivalent quality, the customer shall be reimbursed the difference in accordance with § 651m para. 2 BGB.

#### § 7 Price change

1. The tour operator also expressly reserves the right to declare a change in the tour price before the contract is concluded, in particular for the following reasons, of which the tour operator will inform the customer before the booking is made:

- A corresponding adjustment of the travel price advertised in the brochure is permitted in the event of an increase in transportation costs, taxes or other charges for certain services such as tourist taxes, port and airport fees or a change in the exchange rates applicable to the trip in question.
  - A price adjustment is also permissible if the tour requested by the customer and advertised in the brochure is only available through the purchase of additional tourist services (contingents) after publication of the brochure.
2. The tour operator reserves the right to change the price agreed in the travel contract in the event of a subsequent increase in the cost of fuel or other energy sources, taxes or other charges for agreed travel services, such as tourist taxes, port or airport fees or in the event of a change in the exchange rates applicable to the trip in question, as follows:
- a) If the transportation costs for fuel or other energy sources existing at the time the travel contract is concluded increase, the tour operator may increase the tour price in accordance with the following calculation:
- In the event of an increase related to the seat or cabin space, the tour operator may demand the amount of the increase from the customer.
  - In other cases, the additional transportation costs requested by the carrier per means of transportation shall be divided by the number of seats or cabin places on the agreed means of transportation. The tour operator may demand the resulting increase for the individual seat from the customer.
- b) If the taxes and other levies for agreed travel services such as tourist taxes, port or airport charges existing at the time the travel contract is concluded are increased vis-à-vis the tour operator, the tour price may be increased to the extent that the tour has become more expensive for the tour operator as a result.
- c) In the event of a change in the exchange rates applicable to the package tour in question after conclusion of the travel contract, the tour price may be increased to the extent that the tour has become more expensive for the tour operator as a result.
- d) An increase in the travel price in accordance with a) - c) is only permissible if the circumstances leading to the increase had not yet occurred before the contract was concluded and were not foreseeable for the tour operator at the time the contract was concluded.
- e) In the event of a change in the travel price after conclusion of the contract, the tour operator must inform the customer immediately after becoming aware of the reason for the change. Price increases are only permitted up to the 21st day prior to departure. In the event that the change in the above-mentioned costs leads to lower expenses for the tour operator, the tour operator will pass this reduction on to the customer at the customer's request and after deducting the administrative expenses incurred.
- f) In the event of price increases of more than 8%, the customer is entitled to withdraw from the contract free of charge. In an offer for a price increase, the tour operator may also offer the customer the option of participating in another tour (replacement tour) and demand that the customer accepts the offer for a price increase of more than 8% within a reasonable period of time specified by the tour operator or declares his withdrawal from the contract. After expiry of the deadline set by the tour operator, the offer to increase the price is deemed to have been accepted

#### § 8 Withdrawal by the customer, withdrawal fee

1. The customer may withdraw from the package travel contract at any time prior to departure. The withdrawal must be declared to the tour operator on a durable medium (e.g. letter, PDF attachment to an e-mail). If the trip was booked through a travel agent, the withdrawal can also be declared to the travel agent.
2. If the travel agent or tour operator receives a declaration of withdrawal from the customer before the start of the trip or if the customer does not start the trip, the tour operator loses the right to the travel price. Instead, the tour operator may demand reasonable compensation from the customer, unless the tour operator is responsible for the withdrawal or extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the execution of the package tour or the transportation of persons to the destination (§ 651 h III BGB). The tour operator is entitled to claim reasonable compensation for travel arrangements already made and for other expenses incurred from the customer in a lump sum (hereinafter: cancellation fee). The amount of the cancellation fee is determined by the travel price less the value of the expenses saved by the tour operator and less what the tour operator acquires through other use of the travel services, which must be justified by the tour operator at the customer's request. The tour operator has determined the following cancellation fees, taking into account the period between the declaration of cancellation and the start of the trip, as well as the expected savings in expenses and the expected income from other use of the travel services.

3. The customer reserves the right to prove that the tour operator has incurred no or lower costs than the cancellation fee. In this case, the customer is obliged to pay the lower costs.
4. The tour operator reserves the right to demand higher, individually calculated compensation instead of the above cancellation fees if the tour operator can prove that it has incurred significantly higher expenses than the applicable cancellation fee. In this case, the tour operator is obliged to quantify and justify the compensation demanded, taking into account the expenses saved and deducting what it acquires through other use of the travel services.
5. If the tour operator is obliged to refund the tour price as a result of a withdrawal, it must do so immediately, and in any case within 14 days of receipt of the declaration of withdrawal.
6. In accordance with Section 651e BGB, the customer is entitled to demand from the tour operator, by means of a notification on a durable medium, that a third party assumes the rights and obligations arising from the package travel contract instead of the customer; this right remains unaffected by the above conditions. Such a declaration shall in any case be deemed to have been made in good time if it is received by the tour operator 7 days before the start of the tour.

#### § 9 Rebooking by the customer, replacement person

The customer is not entitled to make changes to the travel date, the destination, the place of departure, the accommodation, additional services or the mode of transportation ("rebooking") after conclusion of the contract, unless the rebooking is necessary because the tour operator has provided no or insufficient or incorrect pre-contractual information to the traveler in accordance with Art. 250 § 3 EG-BGB; in this case, the rebooking is possible free of charge.

#### § 10 Services not utilized

If the customer or fellow traveler does not make use of individual travel services - which the tour operator was willing and able to provide in accordance with the contract - for reasons attributable to him, he shall not be entitled to a pro rata refund of the travel price, unless such reasons would have entitled him to withdraw from or terminate the package travel contract free of charge in accordance with the statutory provisions. The tour operator will endeavor to reimburse the expenses saved by the service providers. This obligation does not apply if the expenses are completely insignificant.

#### § 11 Cancellation and withdrawal by the tour operator, minimum number of participants

1. The tour operator may terminate the package travel contract without notice if the customer or fellow traveler, despite a corresponding warning from the tour operator, persistently disrupts the execution or provision of the travel services or if he behaves in such a way contrary to the contract that the immediate cancellation of the contract is justified. This does not apply if the breach of contract is due to a breach of the tour operator's duty to provide information.
2. If the tour operator cancels the package travel contract, it retains the right to the travel price; however, it must allow the value of the saved expenses and the benefits that it obtains from any other use of the unused service to be offset, including the amounts credited to it by the service providers.
3. The tour operator may withdraw from the package tour contract if the minimum number of participants is not reached if he
  - - in the pre-contractual information provided by the tour operator (e.g. in the online service offer), the minimum number of participants has been specified and the date by which the tour operator must receive a declaration from the customer in this regard, and
  - has stated the minimum number of participants and the latest withdrawal deadline in the travel confirmation or booking confirmation.

Withdrawal must be declared to the customer at the latest on the day specified to the customer in the pre-contractual information and the corresponding travel confirmation or booking confirmation. If the tour operator realizes at an earlier point in time that the minimum number of participants cannot be reached, it must immediately exercise its right of withdrawal.

4. If the package tour is not carried out, the tour operator shall reimburse the customer without delay, and in any case within 14 days of receipt of the declaration of withdrawal, for any payments already made towards the tour price.

#### § 12 Limitation of liability, third-party services

1. The contractual liability of the tour operator is limited to three times the tour price for such damages that
  - are not physical injuries and
  - are not culpably brought about.





2. This restriction does not affect any claims that may go beyond this under international agreements or statutory provisions based on such agreements.
3. The tour operator is not liable for service disruptions, personal injury or damage to property in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theater visits, exhibitions) if these services were expressly identified as third-party services in the online service offer or in the travel advertisement and the corresponding booking or travel confirmation, if these services have been expressly and clearly identified as third-party services, stating the identity and address of the brokered contractual partner, so that they are recognizably not part of the tour operator's package tour for the customer and have been selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this. However, the tour operator is liable if and insofar as the breach of information, clarification or organizational obligations of the tour operator was the cause of damage to the customer or fellow travellers.
3. If the customer or fellow traveler intends to terminate the package travel contract due to a travel defect of the type specified in Section 651i (2) BGB, insofar as it is significant, in accordance with Section 651l BGB, they must first set the tour operator a reasonable deadline for remedial action. This only does not apply if the tour operator refuses to remedy the situation or if immediate remedy is necessary.
4. The customer's attention is drawn to the fact that loss of, damage to and delay of baggage in connection with air travel must be reported to the responsible airline immediately on the spot by means of a damage report ("PIR") in accordance with aviation regulations. Airlines and tour operators may refuse reimbursement on the basis of international agreements if the PIR/damage report has not been completed and submitted. The damage report must be submitted within seven days in the event of damage to baggage and within twenty-one days of notification in the event of delay. Furthermore, the loss, damage or misdirection of luggage must be reported immediately to the tour operator, its representative or contact point or the travel agent. However, this does not release the traveler from submitting a PIR/damage report to the airline within the aforementioned deadlines.

#### § 13 Assertion of claims

The customer / traveler must assert claims in accordance with § 651i Para. 3 No. 2, 4-7 BGB against the tour operator. The assertion can also be made via the travel agent if the package tour was booked via this travel agent. A claim on a permanent data carrier (e.g. PDF attachment to e-mail, letter) is recommended.

#### § 14 Cooperation of the customer, warranty for defects, termination

1. The customer must inform the tour operator or a travel agent through whom he has booked the package tour if he does not receive the necessary travel documents (e.g. flight ticket, hotel voucher) within the period communicated by the tour operator.
2. If the package tour is not provided free of defects, the customer can demand redress. If the tour operator is unable to remedy the defect due to a culpable omission of the notification of defects, the customer may not assert any claims for a reduction in price (§ 651m BGB) or claims for damages (§ 651n BGB) against the tour operator. The customer is obliged to notify the tour operator's representative on site immediately of any defects. If such a representative is not available and is not contractually trained, any travel defects must be brought to the attention of the tour operator (contact details can be found at the beginning of the GTC); the availability of the tour operator's representative or their local contact point is stated in the booking or travel confirmation. The traveler may also bring the notification of defects to the attention of his travel agent through whom he booked the package tour. The tour operator's representative is instructed to remedy the defect if this is possible. However, he is not authorized to acknowledge claims.

#### § 15 Information on the identity of the operating air carrier

1. The EU regulation on informing air passengers of the identity of the operating air carrier obliges the tour operator to inform the customer of the identity of the operating airline of all air transportation services to be provided as part of the booked trip at the time of booking. If the operating airline has not yet been determined at the time of booking, the tour operator is obliged to inform the customer of the airline or airlines that will probably operate the flight or flights. As soon as the tour operator knows which airline will operate the flight, it must inform the customer.
2. If the airline named to the customer as the operating airline changes, the tour operator must inform the customer of the change. It must immediately take all reasonable steps to ensure that the customer is informed of the change as quickly as possible.
3. The list of airlines with an EU operating ban (Community list, formerly "Black List") is available on the following website:

[http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm).



#### § 16 Passport, visa and health regulations

The tour operator will inform the customer about general passport and visa requirements as well as health formalities of the destination country, including the approximate deadlines for obtaining any necessary visas, before the contract is concluded and about any changes to these before the start of the trip. It is assumed that the traveler has no special personal circumstances (e.g. double nationality, statelessness). If you are not a German citizen, please inform us of this before booking your trip. The customer is responsible for obtaining and carrying the travel documents required by the authorities, any necessary vaccinations and compliance with customs and foreign exchange regulations. Any disadvantages arising from non-compliance with these regulations, e.g. the payment of cancellation costs, shall be borne by the customer/traveler. This does not apply if the tour operator has provided no, insufficient or incorrect information.

#### § 17 Travel cancellation insurance

To safeguard the customer's travel plans against unforeseen risks, the tour operator expressly recommends taking out travel cancellation insurance and, where applicable, insurance to cover repatriation costs in the event of accident, illness or death and/or other appropriate insurance (e.g. luggage insurance). Travel cancellation insurance is not included in the services and prices offered.

#### § 18 Applicable law and place of jurisdiction

1. All legal relationships between the customer and the tour operator are subject exclusively to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. If the customer is a consumer, sentence 1 shall only apply insofar as the choice of law does not undermine the protection of mandatory legal provisions of the state in which the consumer has his habitual residence.
2. If the contracting parties are registered traders under German law or in the event that the user or customer has no general place of jurisdiction in Germany, or in the event that the customer to be sued moves his domicile or usual place of residence outside the scope of this law after conclusion of the contract or his domicile or usual place of residence is not known, Potsdam is agreed as the exclusive place of jurisdiction. Mandatory statutory provisions on the exclusive place of jurisdiction remain unaffected by this.

#### § 19 Information on consumer dispute resolution

1. The tour operator endeavors to settle any differences of opinion arising from consumer contractual relationships in an amicable manner. In the event of any complaints, the user or guest can contact [info@kongresshotel-potsdam.de](mailto:info@kongresshotel-potsdam.de). The limitation period for any claims is excluded for the duration of these proceedings. If no agreement is reached there, legal action may be taken - without prior attempt at mediation by a state-recognized body.
2. If a consumer dispute resolution becomes mandatory for travel agents of tour operators after the printing of these terms and conditions, the tour operator shall inform the customer of this in an appropriate form.

