

Terms and conditions of travel and payment for package holidays and individual tourist services



These terms and conditions of travel and payment apply to bookings you make with FTI Cruises GmbH (hereinafter FTI Cruises) from 24/04/2019 for one or more travel services. They therefore apply to both

- **package holiday contracts** (in particular cruises),
- **contracts for pure overnight accommodation and lodging services** in hotels, holiday apartments and cottages (esp. hotel only),
- **contracts for pure transport services** such as, in particular, flights (in particular "flight only" as charter flight and scheduled flight) or transfer services without further travel services, as well as
- **contracts for other individual tourist services, particularly tickets. If individual provisions of these travel and payment conditions apply only to package holidays or only to individual tourist services, you will be informed of this at the appropriate point.**

1. Conclusion of the contract

(1) By making a booking (travel application), you are making a binding offer to FTI Cruises to conclude a contract for the travel services you request. Bookings via travel brokers such as travel agencies, online pricing portals and mobile travel sales agents as well as directly through FTI Cruises all constitute possible booking channels (e.g. written, telephone, online etc.). You will often first receive a confirmation of receipt of your travel application from your travel broker.

(2) When your booking confirmation/invoice is received by FTI Cruises or your travel agent for the travel services you have requested (at the address or email address you have specified), the contract between you and FTI Cruises is concluded.

(3) By making a booking, you are agreeing to margin taxation pursuant to Section 25 of the VAT Act (UStG). Any differing agreements must be confirmed in writing by FTI Cruises.

2. Transport restrictions for pregnant passengers and children on cruises:

Please understand that for safety reasons and due to limited medical care on board the ship, the following transport restrictions apply:

Pregnant passengers who are in the 21st week of pregnancy or below at the time of embarkation must present a medical certificate of fitness to travel. As of the 22nd week of pregnancy, boarding will be denied.

Children who are not yet three months old at the time of embarkation will not be allowed on board. On all routes with three or more consecutive days at sea, children must be at least twelve months old at the time of embarkation.

Please note the usual restrictions on air travel.

3. Insolvency insurance for package holidays/payment for package holidays and individual services/cancellation in the event of payment default

(1) When booking a package holiday, you will also receive proof of insolvency insurance (Sicherungsschein des Kundengeldabsicherers Swiss Re International SE, Niederlassung Deutschland, Arabellastrasse 30, D-80925 München) for all payments to be made by you for the package holiday booked together with the booking confirmation/invoice.

(2) Payments for the booked package holiday(s) or individual service(s) must be made as follows:

a) Upon receipt of the booking confirmation/invoice, a deposit of 20% of the total price is due for payment. FTI Cruises reserves the right to request a higher deposit for certain travel services, of which you will be notified prior to booking. Premiums for travel insurance booked by you through FTI Cruises (see section 14) are payable in full together with the deposit.

The residual amount is payable 30 days before commencement of travel without further notification. For contracts concluded less than 30 days prior to commencement of travel, the total travel price shall be payable immediately. This shall not apply where FTI Cruises has reserved a right of withdrawal pursuant to section 7 (minimum number of participants). In this case, payment shall be payable when the period stated in the pre-contractual information and on the booking confirmation/invoice for exercising the right of withdrawal has expired and the right of withdrawal has not been exercised.

b) You must make payments directly to FTI Cruises to the account details provided in the booking confirmation/invoice, unless a collection right of the travel broker is not expressly marked in such booking confirmation/invoice. Where payment is made to FTI Cruises directly, the time of its receipt by FTI Cruises shall determine whether it was made promptly. All payments should be made stating the transaction number shown on the booking confirmation/invoice.

(3) In the event of late or incomplete down payment or payment of the balance, FTI Cruises reserves the right, after issuing a reminder and setting a time limit, to withdraw from the contract and to claim damages in accordance with the compensation rates set out in Clause

9 (2) in connection with the compensation rates announced at the end of these terms and conditions of travel and payment. Separate compensation amounts differing from these shall apply where these were stated in the service description or notified to you prior to booking and listed in the booking confirmation/invoice.

4. Essential qualities / change of services / ancillary agreements

(1) The essential qualities of the travel services can be found in the pre-contractual information provided by FTI Cruises, such as the service description in the catalogue or the presentation on the operator website on the Internet as well as in the statements referring to this in the booking confirmation/invoice.

Service descriptions in catalogues and on the websites of service providers such as hotels are not binding on FTI Cruises.

(2) FTI Cruises reserves the right after conclusion of the contract to change any essential qualities of the travel services which do not affect the travel price and to deviate from the agreed content of the contract, if these become necessary after conclusion of the contract and have not been effected by FTI Cruises in bad faith. FTI Cruises shall only make such a change of service if the changes are minor and do not impact the overall character of the travel services. FTI Cruises shall inform you of such significant changes of service prior to commencement of travel immediately upon becoming aware of the reason for the change on a durable medium.

(3) In the event of a major change to a significant travel service (section 4(2)), you are entitled to withdraw from the contract without penalty within a reasonable period set by FTI Cruises or to request participation in another travel service of at least the same value, if FTI Cruises is able to offer you a corresponding travel service from its range without any additional cost.

If you do not respond to FTI Cruises within the period set, the notified change shall be deemed accepted.

(4) Travel brokers are not entitled to confirm ancillary agreements themselves. Where an express confirmation is not given by FTI Cruises on the booking confirmation/invoice, requests on the booking application shall only be considered a no-obligation request, for the fulfilment of which no guarantee can be assumed.

5. Transport services

The travel times for the booked flights announced in the travel confirmation are subject to the reservation of changes to services in accordance with Item 4 (2), both in cases of package holidays and flight-only services.

6. Passport, visa and health rules

FTI Cruises shall inform travellers who have booked a package holiday about general passport and visa requirements, as well as the health requirements of the country of destination including the approximate time limits for obtaining any necessary visa prior to the conclusion of the contract.

Travellers are responsible for obtaining and carrying any necessary travel papers, any necessary immunisations and for adhering to customs and exchange control regulations. Disadvantages resulting from non-compliance with these regulations, e.g. the payment of cancellation costs, are at your expense / at the expense of passengers. This shall not apply if FTI Cruises has provided insufficient or incorrect information.

FTI Cruises shall not be liable for the issue and acquisition of any visas necessary from the respective diplomatic representation if you have commissioned FTI Cruises with the procurement of such visas unless FTI Cruises culpably infringes its obligations.

7. Minimum number of passengers / cancellation due to insufficient persons If FTI Cruises has listed the minimum number of participants in the respective pre-contractual information and on the booking confirmation/invoice, as well as the point in time (withdrawal limit 30 days) by which you must be informed of the withdrawal prior to the contractually agreed commencement of the journey, FTI Cruises reserves the right to withdraw from the contract because the minimum number of participants has not been reached.

If the trip is cancelled for this reason, FTI Cruises will reimburse you without delay for the cost of travel you have paid.

FTI Cruises also reserves the right to set a different withdrawal period for certain travel services, of which you will be informed prior to booking in such a case.

8. Transfer of contract to substitute person for package holidays The passenger has the statutory right to request from FTI Cruises by way of notification on a durable data medium that a third party replace them in their rights and obligations stemming from the contract. Such a declaration is considered punctual if received by FTI Cruises 7 days prior to commencement of

travel. FTI Cruises may object to the replacement if the third party does not meet the contractual travel requirements. If the third party replaces the traveller in the contract, they and the traveller shall have joint and several liability towards FTI Cruises for the travel price and for the additional costs incurred by FTI Cruises (e.g. on the part of the service provider) as a result of the participation of the third party (e.g. the need to book another fare category for flight tickets, ticket issuing costs). FTI Cruises shall charge an administration fee of €30 for substitutions.

9. Withdrawal prior to commencement of travel / compensation

(1) You are entitled to withdraw from the contract at any time prior to commencement of travel. The withdrawal must be declared to FTI Cruises. If the travel service was booked through a travel broker, the withdrawal can also be made to them.

In case of a withdrawal, FTI Cruises shall be entitled to appropriate compensation insofar as FTI Cruises is not responsible for the withdrawal or extraordinary circumstances occur at the place of destination or in the immediate vicinity thereof, which significantly affect the performance of the travel service or the transportation of persons to the place of destination; circumstances are unavoidable and extraordinary if they are out of the control of FTI Cruises and their circumstance could not have been avoided even if all reasonable precautions had been taken.

For package holidays, the time of commencement of the first contractual package holiday service shall count for the calculation of compensation. This point in time shall also apply as the date of commencement of travel for all other services. For individual tourist services, the time of commencement of each contractual individual service shall count for the calculation of compensation. For multiple individual travel services, the cancellation fees shall be calculated individually and then added.

(2) FTI Cruises makes use of the possibility to flat-rate the claim for compensation to which it is entitled, taking into account the period between the declaration of withdrawal and the start of the journey, the expected savings on expenses of the tour operator FTI Cruises and the expected profit to be gained through different use of the transport service. Unless otherwise notified in advance of the contract and specified differently in the booking confirmation/invoice, the time limits and rates of compensation published at the end of these travel and payment conditions under point 9 (2) shall apply to the flat-rate method.

(3) You have the right to demonstrate that FTI Cruises has not suffered any loss or only a slight loss. In these cases, the calculation of compensation shall be made on a case-by-case basis.

(4) If the travel service does not take place or if individual travel services are not used, which FTI Cruises was willing and able to provide as per the contract, the claim to payment of the full travel price shall remain.

In this case, FTI Cruises endeavour to obtain any saved expenses from the service providers where services are not used. Where such savings are reimbursed to FTI Cruises, FTI Cruises shall also reimburse these to the customer.

10. Identity of operating air carrier

Pursuant to EU Regulation No. 2111/05, FTI Cruises hereby makes reference to the obligation of the tour operator to inform you of the identity of the operating air carrier for all transportation services for the outward and return flights prior to conclusion of the contract, where the air carrier is already known prior to the conclusion of the contract. In this respect, we refer to the relevant service description concerning the air carriers used. Where the identity of the air carrier is not yet known, we shall inform you prior to concluding the contract about the air carrier that is expected to operate the flight. Once the air carrier is known, we shall ensure that you are informed of this as soon as possible. This also applies in case of any changes to the air carriers operating the flight.

11. Notice of defects and redress / termination / limitation period

(1) If the travel service is not provided free of defects, you as the traveller may seek redress from FTI Cruises. As such, you are obliged to notify the defect to the contact person notified to you in the travel documents in order to seek redress. Culpable failure to notify the defect to that contact person may result in you losing your right to make any claims for these defects (price reduction, compensation) against FTI Cruises.

(2) If the trip is significantly impacted by cancellation of a transport service, the passenger may terminate the contract, provided that FTI Cruises has allowed a reasonable period of time determined by the passenger to elapse without remedying the situation. It is not necessary to set a deadline if the redress is not possible, refused by FTI Cruises or if immediate redress is necessary.

(3) Regardless of the immediate notification of the defect locally, any claims to price reductions/compensation must be made to FTI Cruises. This notice of claim may also be made through your travel broker. The written form is recommended.

12. Dispute settlement proceedings before a consumer arbitration board

FTI Cruises is not obliged to participate in dispute resolution proceedings before a consumer arbitration board and does not participate in dispute resolution proceedings before a consumer arbitration board.

13. Liability restriction

The contractual liability of FTI Cruises for damages that are not physical injury and are not caused culpably is limited to three times the travel price. Any claims beyond this on the grounds of an applicable international treaty or regulations based on these shall remain unaffected by the liability restriction.

14. Travel insurance

Unless expressly stated otherwise, the travel price does not include travel insurance. We recommend taking out insurance coverage for cancellation costs, travel liability insurance, health and accidents.

Where FTI Cruises or your travel broker offer travel insurance, this only constitutes a brokerage service. The insurance contract shall be between the customer and the stated travel insurer only. Claims can only be made directly to the insurer.

The premiums for insurance policies are not part of the travel price and are payable immediately upon concluding the insurance. You may not withdraw from insurance contracts.

15. Information on liability restriction in international air transport

The liability for transportation in international air carriage in the event of death or physical injury of travellers, of delays to travellers and/or luggage and of the destruction, loss or damage of luggage is subject to the Warsaw Treaty or the Montreal Convention.

16. Information on the liability of carriers of passengers by sea in the event of accidents

The liability of the carrier of passengers by sea in the event of death or physical injury of passengers, the loss of or damage to luggage, the loss of or damage to valuables and for passengers with reduced mobility, in the event of loss of, or damage to, mobility equipment or other specific equipment is subject to Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents.

17. Data protection

The personal data that you provide to FTI Cruises will be electronically processed and used to the extent necessary to establish, execute or terminate the travel contract and to provide customer support. FTI Cruises complies with the provisions of the GDPR when collecting, processing and using personal data.

18. Your contract partner:

FTI Cruises GmbH

Address: Landsberger Strasse 88, 80339 Munich, Germany

Telephone: +49 (0)89 710 453 136

Email: service@fti-cruises.de

AG München, HRB 186982

Re. section 9(2):

Compensation amounts for travel services of FTI Cruises GmbH:

Our compensation rates for package deals, individual tourist services and other individual tourist services mentioned in section 9, paragraph 2 are as follows.

A. Individual compensation rates:

Separate compensation rates, which deviate from the following, apply as long as they have been advertised in the service description of the respective travel service(s) or communicated to you prior to booking and are listed in the booking confirmation/invoice.

B. Compensation rates for package holidays:

B.1. Compensation rates for flat-rate arrangements for which the following paragraphs B.2.

(A)–(b) shall not apply:

Longer than 60 days before trip:	35%
From 59–30 days before trip:	40%
From 29–22 days before trip:	60%
From 21–15 days before trip:	70%
From 14–7 days before trip:	85%
From 6–2 days before trip:	90%
1 day before trip:	95%

of the travel price.

B.2. Compensation rates for package holidays on the MS Berlin:

a) Compensation rates for

package deals involving a cruise from/to port without transfer or package deals involving a cruise with a hotel stay without transfer:

Longer than 30 days before trip	20%
From 29–22 days before trip:	25%
From the 21–15 days before trip:	35%
From 14–10 days before trip:	50%
From 9–7 days before trip:	70%
From 6–3 days before trip:	75%
2 days before trip:	80%

of the travel price.

b) Compensation rates for

package deals involving a cruise from/to port incl. transfer (with bus and/or flight) or package deals involving a cruise with a hotel stay incl. transfer (with bus and/or flight):

Longer than 30 days before trip	35%
From 29–22 days before trip	45%
From 21–15 days before trip	55%
From 14–10 days before trip	70%
From 9–7 days before trip	80%
From 6–3 days before trip	85%
2 day before trip and until start of trip:	90%

Of the travel price.

C. Compensation rates for individual tourist service(s):

C.1. Individual accommodation and lodging service(s) such as "hotel only" and day trips with and without tour guide:

Longer than 30 days before trip:	20%
From 29–22 days before trip:	25%
From 21–15 days before trip:	35%
From 14–10 Days before trip:	50%
From 9–7 days before trip:	70%
From 6–3 days before trip:	75%
2 days before trip:	80%

of the travel price.

C.2. Single-carrier air transport service(s) ("flight only") as charter flights:

Longer than 30 days before trip:	50%
From 29 days until 3 days before trip:	75%
2 days before trip:	85%

of the travel price.

C.3. Air transport unit(s) ("flight only") as scheduled flights, intercontinental flights, trans-Pacific flights and domestic flights in the destination area:

The terms and conditions of the air carrier depending on the flight and fare category you select shall be notified to you by the booking agent prior to booking the selected flight fare.

C.4. Other individual transport service(s):

Ferry trips, coach, individual and group transfers, limousine service, local public transport tickets/passes (e.g. subway, train, bus):

Longer than 30 days before trip:	20%
From 29 –22 days before trip:	25%
From 21–15 days before trip:	35%
From 14–10 days before trip:	50%
From 9–7 days before trip:	70%
From 6–3 days before trip:	75%
2 days before trip:	80%

of the travel price.

D. Compensation rates for other individual tourist service(s):

Concert, opera, theatre, musical tickets, green fees, city tours, museum tickets, wellness packages:

These travel services are not subject to the fixed cancellation fees. The amount of compensation shall be determined according to statutory rules in consideration of the value of the expenses saved by FTI Cruises and those gained by any other use of the travel service by FTI Cruises.

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