



## **Brokerage terms and conditions of TUI Platform Services GmbH**

The following provisions apply to the **brokerage of tourism services from third-party providers** by TUI Platform Services GmbH, Karl-Wiechert-Allee 23, 30625 Hanover (hereinafter referred to as "TPS") and form part of the agency agreement concluded between the customer and TPS as travel agent. They supplement the applicable statutory provisions of Sections 675, 631 et seq. BGB and perform these.

### **Arranging hotel stays and other tourist services**

#### **1. Scope of application and contractual relationships**

- 1.1.** On this website (hereinafter referred to as the "Website"), TPS brokers hotel services and other tourism services (hereinafter referred to collectively as "Tourism Services") from various hotel companies (hereinafter referred to collectively as "Providers"). The customer can conclude contracts for tourism services with the respective provider from this offer.
- 1.2.** With regard to the services of the providers, TPS acts exclusively as an agent for the tourism services of these providers and arranges contracts in the name and for the account of the respective provider. An agency agreement is concluded between TPS and the customer in the event that a tourism service is booked from a provider, whose the object is the brokerage of tourism services. The mutual rights and obligations of the customer and TPS arise, insofar as this does not conflict with mandatory statutory provisions, from the contractual agreements made in individual cases, these agency terms and conditions and the statutory provisions, in particular Sections 651a ff. BGB in conjunction with Article 250 ff. EGBGB and Sections 675, 631 ff. BGB on the provision of services against payment.
- 1.3.** The rights and obligations of the customer vis-à-vis the brokered provider of the tourism services shall be governed exclusively by the agreements made with the latter, in particular its terms and conditions of travel or business. These may include payment terms, provisions on due dates, liability, cancellation, rebooking and repayment as well as other restrictions and obligations of the customer. The corresponding general terms and conditions of the providers are made available to the customer on the TPS website for inspection and acceptance prior to booking. In the absence of any special agreement or reference, the transport services shall be governed by the conditions of carriage and fare regulations issued by the competent transport authority on a statutory basis or on the basis of international agreements.
- 1.4.** The tourism services presented on the website or presented via the booking hotline and subsequently sent by email, if applicable, do NOT constitute a binding contractual offer on the part of TPS and/or the respective provider. Rather, they are an invitation to the customer to submit an offer to conclude a contract with the provider of the tourism service. The customer submits their



offer by entering their data in the online booking form and sending it to the provider. In the case of telephone bookings, the customer submits their offer verbally by phone or email in response to an offer email from the hotel or the provider following a previous telephone call. The customer is bound by their contract offer for a maximum period of 6 days. Within this period, TPS can declare acceptance of the customer offer on behalf of the respective provider or the respective provider itself by sending a confirmation. The contract for the tourism service is concluded upon transmission of the confirmation. However, if TPS sends the customer a new contract offer, the customer can accept this within the period specified therein. In this case, the contract for the tourism service is concluded by its acceptance of the new offer sent by TPS or the respective provider. The contract is also concluded when TPS or the provider sends the customer an invoice. There is no obligation on either side to accept an offer.

- 1.5.** The text of the contract and the customer order data are stored by TPS for the purpose of processing the contractual relationship. As part of contract processing, TPS forwards the contract data to the providers selected by the customer (the customer contract partners). For easy archiving, TPS provides the customer with all information on the contracts concluded with the provider's confirmation.

## **2. Obligations of the customer**

- 2.1.** The customer must notify TPS immediately of any errors or defects in the brokerage activity that are recognisable to them as soon as they are discovered. This includes in particular incorrect or incomplete personal customer data, other information, details and documents about a brokered tourism service as well as the incomplete execution of brokerage services (e.g. bookings or reservations not made). If a notification of defects is culpably omitted, the customer's claims arising from the travel agency contract shall lapse insofar as TPS proves that the customer would not have incurred any damage or would not have incurred the amount claimed by the customer if the notification had been made properly. This applies in particular if TPS proves that immediate notification by the customer would have enabled TPS to remedy the defect or reduce the damage, e.g. by rebooking, additional booking or cancellation with the provider.

Claims of the customer in the event of failure to report a defect shall not be excluded

- in the event of damages resulting from injury to life, body or health, which are based on an intentional or negligent breach of duty by TPS or its legal representatives or vicarious agents;
- in the case of claims for compensation for other damages that are based on an intentional or grossly negligent breach of duty by TPS or its legal representatives or vicarious agents;

- in the event of a breach of a material obligation, the fulfilment of which is essential for the proper performance of the brokerage contract or the breach of which jeopardises the achievement of the purpose of the contract.

In their own interest, the customer is requested to inform TPS of any special needs or restrictions with regard to the requested tourism services. A contractual and/or legal obligation of the customer to notify the provider of defects remains unaffected by this.

- 2.2.** TPS would like to point out that statutory or contractually agreed deadlines of the providers regarding the notification of defects must be observed. **These deadlines are not met by asserting claims against TPS.** This also applies if the customer wishes to assert claims against both TPS and the provider with regard to the same tourism service. If TPS undertakes - even without being obliged to do so - to forward the customer's letters of claim in compliance with the deadline, TPS shall only be liable for timely receipt by the provider in the event of a failure to meet the deadline caused by TPS intentionally or through gross negligence.

With regard to any claims of the customer against the brokered provider, TPS is not obliged to provide advice on the type, scope, amount, conditions of entitlement and deadlines to be observed or other legal provisions.

- 2.3.** The booking of tourism services arranged by TPS is only possible once the customer has reached full legal capacity.

### 3. Business processing

#### 3.1. Service Centre

The customer is supported by the Service Centre for all questions. This is available to them via the contact page in the service area on this website as well as via the telephone numbers stated in the legal notice at the specified times.

#### 3.2. Remuneration claims from TPS

3.2.1. Service fees for the procurement of other tourism services that are individual services and for other activities on behalf of the customer require a corresponding agreement. This can be done, for example, by a clearly visible reference from TPS in the booking process.

3.2.2. TPS's entitlement to service fees remains unaffected by service disruptions or changes, in particular rebooking, name changes, withdrawal, cancellation, annulment or termination of the brokered contract by the provider or the customer. This does not apply if the customer is entitled to a refund on the basis of a claim for damages by the customer due to defects in the broker's advisory or agency services arising from contractual or statutory claims

### 3.3. Payments

- 3.3.1. Upon conclusion of the contract, the respective provider may request a deposit, which will be deducted from the price of the tourism service. Depending on the tourism services booked, payment is collected by the provider itself or by a service provider used for debt collection. Insofar as a service provider used by the provider to collect payments invoices tourism services and collects payments, this is done in the name and for the account of the respective provider. The above provisions shall apply mutatis mutandis to the provider's collection agents for cancellation costs (cancellation compensation) and other statutory or contractual claims of the brokered provider.
- 3.3.2. The customer can make payments due to the tourism service provider using the credit cards TUI Card, VISA, MasterCard and American Express or via Paypal, if and insofar as these payment options are offered by the tourism service provider as a means of payment. For more information on the means of payment offered, please refer to the details in the booking process and directly to the terms and conditions of the tourism service provider.
- 3.3.3. Payments from current accounts at a German bank can also be made by SEPA direct debit.
- 3.3.4. The customer is liable for any chargeback fees for unredeemed credit card debits or bank direct debits.

### 3.4. Travel plan or travel documents

- 3.4.1. With regard to the dispatch of travel documents, we refer you to the relevant regulations in the travel conditions of the respective provider, which will be made available to you prior to booking.
- 3.4.2. For hotel bookings in particular, authorisation vouchers are transmitted by sending a reservation number for presentation to the provider.

### 3.5. Contract changes (rebooking, cancellation)

- 3.5.1. After conclusion of the contract with the provider of the tourism service, the conditions for changes to the contract initiated or requested by the customer (e.g. rebooking, cancellation) are based on the conditions of the respective provider. TPS is authorised to invoice the customer on behalf of the respective provider for all costs incurred as a result of contract amendments and to collect or retain these amounts.

- 3.5.2. The personal data that the customer provides to TPS are processed and used electronically and passed on to the respective provider insofar as it is necessary for the fulfilment of the contract. All personal data of the customer are processed in accordance with German and European data protection law. Further information on the handling of customer data can be found in the data privacy statement.
- 3.5.3. TPS only accepts special requests for forwarding to the provider to be brokered. Unless expressly agreed otherwise, TPS shall not be liable for the fulfilment of such special requests. These are also not part of or the contractual basis of the agency order or the customer's booking declaration to be transmitted by TPS to the provider of a package holiday. The customer is advised that, as a rule, special requests only become part of the contractual obligations of the package tour provider if the package tour provider expressly confirms them.

#### **4. Liability of TPS**

- 4.1. TPS is not liable for the success of the brokerage and/or the actual/defect-free provision of the tourism service by the provider, but only for the fact that the brokerage is carried out with the care of a prudent businessman.
- 4.2. TPS makes reasonable efforts to ensure that the available information and other data, in particular with regard to prices, services, booking conditions, restrictions and dates, are up-to-date, complete and correct at the time of publication. However, the individual details of third-party tourism services are based on the information provided by the respective providers. TPS does not assume a guarantee within the meaning of Section 276 (1) (1) BGB.
- 4.3. All tourism services offered are only available to a limited extent. TPS is not liable for the availability of a specific tourism service at the time of the booking enquiry and does not assume any procurement guarantee within the meaning of Section 276 (1) (1) BGB.
- 4.4. TPS accepts no liability for the accuracy, completeness and reliability of other third-party content, in particular maps, automatic translations, customer reviews, editorial texts and images of places and regions. Geodata displayed on the website, in particular maps, serve only as a non-binding guide to the approximate local position of the offer. However, only the location details provided to you in the offer within the online booking process and/or in the travel confirmation are decisive for the conclusion of the contract.

- 4.5. The information provided under no. 4.2, 4.3 and 4.4 shall not apply if TPS was aware of incorrect and/or inaccurate information or should have been aware of it, if it had exercised due diligence in accordance with commercial and industry standards. In this respect, however, the liability of TPS for knowledge of such circumstances is limited to cases of intent or gross negligence.
- 4.6. Otherwise, TPS is only liable for damages that are not physical injury in cases of intent or gross negligence, in the case of liability due to guarantees assumed and in the case of liability for the breach of essential contractual obligations (cardinal obligations). In the event of negligent breach of cardinal obligations, the liability of TPS is limited to foreseeable damage typical of the contract and in any case to three times the value of the brokered tourism service.
- 4.7. TPS is not liable for the loss or destruction of the travel plan or travel documents in connection with the dispatch for which it is not responsible.
- 4.8. TPS is not liable for the consequences of force majeure. This includes orders from authorities, wars, civil unrest, hijackings, terrorist attacks, fires, floods, power failures, accidents, storms, strikes, lockouts or other industrial action affecting the services of TPS or its suppliers.
- 4.9. When providing other advice and information, TPS is liable within the framework of the law and the contractual agreements for the correct selection of the source of information and the correct forwarding to the customer. An information contract with a primary contractual obligation to provide information only becomes effective if there is an express agreement in this regard. TPS is not liable for the accuracy of information provided in accordance with Section 675 (2) BGB, unless a special information contract has been concluded.
- 4.10. Any liability of TPS arising from the culpable breach of intermediary obligations or from Section 651x BGB remains unaffected by the above provisions.

## **5. Final provisions**

- 5.1. TPS reserves the right to amend these terms and conditions at any time with effect for the future, without any obligation to notify the customer in this respect. The latest version of these terms and conditions will be available on the website at the time of their validity. By making a booking, the customer agrees to the current terms and conditions.
- 5.2. These terms and conditions contain all agreements of the existing brokerage contract between the customer and TPS and replace all previous agreements, regardless of whether these were made verbally, electronically or in writing.
- 5.3. The contractual relationship between the customer and TPS is subject to the law of the Federal Republic of Germany, irrespective of the customer's nationality. The place of jurisdiction for registered traders, for persons who do not have a



general place of jurisdiction in Germany and for persons who have moved their domicile or habitual residence abroad after conclusion of the contract or whose domicile or habitual residence is not known at the time the action is brought is Hanover (Germany).

- 5.4. Should one of the above provisions be or become invalid, this invalidity shall not affect the remaining provisions.
- 5.5. With regard to the law on consumer dispute resolution, TPS would like to point out that TPS does not participate in voluntary consumer dispute resolution. If a consumer dispute resolution becomes mandatory for TPS after the publication of these TPS Intermediary Terms and Conditions, TPS will inform consumers of this in an appropriate form.

#### **User**

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