

Booking Conditions of Maximilian Moser Concierge Service Gbr

Dear customers,

The following provisions shall, as far as agreed effectively, be the content of the travel contract between you, hereinafter referred to as "Customer", and the Maximilian Moser Concierge Service Gbr, hereinafter referred to as "Maximilian Moser Concierge Service". They supplement the statutory provisions of §§ 651a-m BGB (Civil Code) and the information requirements for tour operators in accordance with §§ 4-11 BGB-InfoV (Ordinance on Information and Evidence under Civil Law) and fill them out. Please read these terms and conditions carefully before booking!

1. Position of Maximilian Moser Concierge Service for mediated building block services, mediated flight services and Tours.

1.1. The offers of Maximilian Moser Concierge Service include in part only mediated travel components (especially for individual services), which are specifically marked in the invitation and confirmation as mediated travel modules. This also applies in particular to flight services, insofar as these are advertised as merely mediated.

1.2. Accordingly, these building blocks are taught exclusively. The contract for this service is between the customer on the one hand and the provider of mediated service as a contractor on the other hand.

1.3. Accordingly, Maximilian Moser Concierge Service is not liable for the information provided by the provider regarding prices and services or for the provision of services regarding the mediated service itself.

1.4. The above provisions do not apply insofar as Maximilian Moser Concierge Service, in accordance with the principles of § 651a para. 2 BGB and the case law relating to the services offered to or booked by the customer, appears to provide contractually provided travel services on its own responsibility.

1.5. The brokerage of mediated services in particular obliges Maximilian Moser Concierge Service, a) to refer to the brokerage position of Maximilian Moser Concierge Service, quoting the provider and contract partner of the customer in the event of booking in the respective offer to mediate a special service, b) to show the price of the mediated service and any fees payable to Maximilian Moser Concierge Service separately for the price of the journey, c) to give the customer a booking confirmation corresponding to the above information, in which the price of the brokered building block service and the agency fees are also shown separately,

1.6. The above provisions shall not affect the liability of Maximilian Moser Concierge Service under the agency contract for brokering the brokered building block services. The obligation of Maximilian Moser Concierge Service as travel agent regarding the information obligations under Regulation (EC) No 2111/2005 of the European Parliament and of the Council on the obligation to inform tour operators and travel agents about the identity of the operating airline remains unaffected.

2. Conclusion of the travel contract, obligation of the customer

2.1. For all booking channels applies: a) The basis of the offer of Maximilian Moser Concierge Service and the booking of the customer are the description of the travel offer and the additional information in the booking basis, as far as these are available to the customer at the time of booking. b) Travel agents and booking agents are not authorized by Maximilian Moser Concierge Service to make arrangements, provide information or make any representations that alter the agreed content of the travel contract, beyond the travel advertisement or the services contractually agreed by

Maximilian Moser Concierge Service or in contradiction to stand.

c) Information in hotel guides and similar directories, which are not issued by Maximilian Moser Concierge Service, are not binding for Maximilian Moser Concierge Service and the service obligation of Maximilian Moser Concierge Service, unless they are by express agreement with the traveler to the contents of the obligation of Maximilian Moser Concierge service were made.

d) If the content of the travel confirmation deviates from the content of the booking, a new offer from Maximilian Moser Concierge Service is available. The contract is concluded on the basis of this new offer, if the customer declares the acceptance by express declaration, deposit or final payment or the use of the travel services.

e) The customer is liable for all contractual obligations of fellow travelers for whom he makes the booking, as for his own, as far as he has accepted a corresponding obligation by express and separate declaration.

2.2. For the booking, which is made verbally, by phone, in writing, by e-mail or by fax:

a) By booking the customer Maximilian Moser Concierge Service offers the conclusion of the travel contract binding. The traveler is bound to the booking for 7 days.

b) The contract is concluded with the receipt of the travel confirmation (declaration of acceptance) by Maximilian Moser Concierge Service, which does not require any form, with the result that verbal and telephone confirmations are legally binding for the customer. For oral or telephone bookings, Maximilian Moser Concierge Service will send a written copy of the travel confirmation to the passenger. Verbal or telephone bookings of the traveler lead with binding oral or telephone confirmation, however, even then to the binding conclusion of contract, if the corresponding written copy of the travel confirmation does not reach the customer.

2.3. For bookings in electronic commerce applies to the conclusion of the contract:

a) The customer will be informed of the online booking process in the corresponding internet presence of Maximilian Moser Concierge Service.

b) The customer has the opportunity to correct his entries, to delete or to reset the entire online booking form, a correction option is available, the use of which is explained.

c) The contract languages offered for the online booking are indicated.

d) Insofar as the text of the contract is stored by Maximilian Moser Concierge Service in the online booking system, the customer will be informed about this and about the possibility of later retrieval of the contract text.

e) By clicking on the button "book with payment" the customer offers the conclusion of the travel contract to Maximilian Moser Concierge Service. This contract is binding on the customer 7 days after sending the electronic declaration.

f) The customer is immediately informed of the receipt of his booking by electronic means.

g) The transmission of the booking by pressing the button "book with a fee" does not constitute a claim of the customer to the conclusion of a travel contract according to his booking details. Rather, Maximilian Moser Concierge Service is free in its decision to accept the contract offer of the customer or not. h) The contract is concluded by the receipt of the travel confirmation from Maximilian Moser Concierge Service at the customer.

i) If the confirmation of travel immediately after making the booking of the customer by pressing the button "book with a fee" by appropriate immediate presentation of the confirmation on the screen (booking in real time), the travel contract comes with access and presentation of this confirmation at the customer on screen, without in this case, the customer is offered the opportunity to store and print out the travel confirmation, but the binding nature of the travel contract is not dependent on the customer being able to save these options Maximilian Moser Concierge Service will also provide the customer with a copy of the travel confirmation by e-mail, e-mail attachment, mail or fax.

2.4. Maximilian Moser Concierge Service points out that in accordance with the statutory provisions (§ 312g para. 2

sentence 1 no. 9 BGB) in contracts for travel services under § 651a BGB (package travel contracts and contracts to which §§ 651a ff), which are concluded at a distance (letters, catalogs, telephone calls, faxes, e-mails, messages sent via mobile phone service (SMS), and broadcasting and telemedia), there is no right of revocation, but only the statutory rights of withdrawal and termination, in particular the right of withdrawal according to § 651i BGB (see also section 6). However, a right of revocation exists if the contract for travel services under § 651a has been concluded outside of business premises, unless the oral proceedings on which the conclusion of the contract is based have been conducted on prior order of the consumer; In the latter case, a right of withdrawal is also not.

3. Payment

3.1. After conclusion of the contract, the entire amount must be transferred to the company account within 14 days. When booking online, the amount is paid immediately. Payment can be made by credit card or PayPal. A cash payment on the day of the Tour/Service is also possible.

3.2. If the customer does not make the deposit and / or the final payment in accordance with the agreed payment due dates, although Maximilian Moser Concierge Service is willing and able to provide the contractual services properly and there is no legal or contractual right of retention of the customer, then Maximilian Moser Concierge Service is entitled to withdraw after reminder with deadline from the travel contract and to charge the customer with cancellation fees in accordance with section 6.

4. Service

Changes

4.1. Changes to essential travel services of the agreed content of the travel contract, which become necessary after the conclusion of the contract and were not brought about by good faith by Maximilian Moser Concierge Service, are only permitted if the changes are not significant and do not affect the overall layout of the travel.

4.2. Any warranty claims remain unaffected, as far as the changed services are flawed.

4.3. Maximilian Moser Concierge Service is obligated to inform the customer about significant changes in service immediately after becoming aware of the reason for the change.

4.4. In the event of a substantial change in a substantial travel service, the customer is entitled to withdraw from the travel contract free of charge or to require participation in an at least equivalent trip, if Maximilian Moser Concierge Service is able to offer such travel at no extra cost to the customer from its offer , The customer has to assert these rights immediately after the statement of Maximilian Moser Concierge Service about the change of the travel service or the cancellation of the travel.

5. Rise of price

5.1. Maximilian Moser Concierge Service reserves the right to change the price agreed in the travel contract in the event of an increase in transport costs or charges for certain services such as port or airport charges or a change in the exchange rates applicable to the trip in question, in accordance with the following provisions.

5.2. An increase in the travel price is only permitted if there are more than four months between the conclusion of the contract and the agreed travel date and circumstances leading to the increase did not occur before conclusion of the contract and were unforeseeable at the time of conclusion of the contract for Maximilian Moser Concierge Service.

5.3. If the transport costs at the conclusion of the travel contract, in particular the fuel costs, increase, Maximilian Moser Concierge Service may increase the travel price in accordance with the following calculation:

- Maximilian Moser Concierge Service may charge the customer for the increase in the event of a seat-based increase.
- Otherwise, the additional transport costs required by the

transport company per means of transport will be divided by the number of seats of the agreed means of transport. Maximilian Moser Concierge Service may request the customer to pay the resulting amount for the single seat.

5.4. If the fees at the time of the conclusion of the travel contract, such as port or airport fees, are increased in comparison to the Maximilian Moser Concierge Service, the travel price may be increased by the corresponding proportionate amount.

5.5. If the exchange rates change after the travel contract has been concluded, the travel price may be increased to the extent that the travel has become more expensive for Maximilian Moser Concierge Service.

5.6. In the case of a subsequent change of the travel price, Maximilian Moser Concierge Service has to inform the customer immediately after becoming aware of the reason for the change. Price increases are only permitted until the 21st day before the start of the journey. In the case of price increases of more than 5%, the customer is entitled to withdraw from the travel contract without fees or to demand participation in an at least equivalent trip, if Maximilian Moser Concierge Service is able to offer such a journey from its offer at no extra cost to the customer , The customer must assert the aforementioned rights immediately after the notification of Maximilian Moser Concierge Service about the price increase to Maximilian Moser Concierge Service.

6. Cancellation by the customer before departure / cancellation costs

6.1. The customer can withdraw from the trip at any time prior to departure. The resignation is to be explained to Maximilian Moser Concierge Service at the following address. If the trip was booked through a travel agent, the resignation can also be explained to this. The customer is recommended to declare the cancellation in writing.

6.2. If the customer steps back before the start of the journey or if he does not start the journey, Maximilian Moser Concierge Service loses the right to the travel price. Instead, Maximilian Moser Concierge Service, as far as the resignation is not to be represented by her or a case of force majeure, demand adequate compensation for the travel arrangements made up to the resignation and their expenses depending on the respective travel price.

6.3. Maximilian Moser Concierge Service has staggered this claim for compensation, i. E. Taking into account the time of withdrawal at the agreed time of the journey, a fixed percentage rate to the travel price and taken into account in the calculation of the compensation for general and all other uses of travel services. The compensation will be calculated as follows after the customer has resigned:

- commission of the sum of all booked services and/or the fee for walking Tour/driving Tour/Daytrip the concierge service on site and for individual booked shuttle services of the Maximilian Moser Concierge Service:
 - up to the **30st** day before departure **25** %
 - up to the **15st** day before departure **50** %
 - up to the **8th** day before departure **70** %
 - from the **2nd day** before departure to the day of arrival or in case of non-arrival **100** %
- Cancellation policy of each booked service:

The individual services organized and booked by the Maximilian Moser Concierge Service each have their own cancellation conditions, which the Maximilian Moser Concierge Service will find out in case of cancellation and arranged on behalf of the booker.

6.4. In any event, the Maximilian Moser Concierge Service claims that the damage was at least less than the lump sum demanded by it.

6.5. Maximilian Moser Concierge Service reserves the right to demand higher, concrete compensation in lieu of the aforementioned lump sums, insofar as Maximilian Moser Concierge Service can prove that Maximilian Moser Concierge Service incurred considerably higher expenses than the

respective applicable lump sum. In this case, Maximilian Moser Concierge Service is obliged to quantify and prove the required compensation, taking into account the saved expenses and any other use of the travel services.

6.6. The legal right of the customer to provide a substitute participant in accordance with § 651 b BGB remains unaffected by the above conditions.

7.Rebooking

7.1. A claim of the customer after conclusion of contract for changes regarding the travel date, the travel destination, the place of travel, the accommodation or the transport (rebooking) does not exist. If, however, a rebooking is made at the request of the customer, Maximilian Moser Concierge Service may charge a rebooking fee from the customer for each traveler affected by the rebooking, subject to the following deadlines. Unless otherwise agreed in individual cases prior to the promise of rebooking, the rebooking fee is in each case up to the time of commencement of the second cancellation fee of the respective travel type acc. above regulation (paragraph 6) 30 euros per affected traveler.

7.2. Rebooking requests of the customer, which take place after expiration of the deadlines, can, if their execution is possible at all, be carried out only after resignation of the travel contract according to paragraphs 6.2 to 6.5 on the conditions and simultaneous re-registration. This does not apply to rebooking requests that cause only minor costs.

8. Unused Service

If the traveler does not use individual travel services duly offered to him for reasons attributable to him (for example due to early return or for other compelling reasons), he is not entitled to a pro-rata refund of the travel price. Maximilian Moser Concierge Service will endeavor to reimburse the expenses saved by the service providers. This obligation is waived if it is completely insignificant benefits.

9. Termination for behavioral reasons

9.1. Maximilian Moser Concierge Service may terminate the travel contract without notice, if the customer disturbs despite a warning from Maximilian Moser Concierge Service sustained or if he acts contrary to the contract to such an extent that the immediate cancellation of the contract is justified.

9.2. If Maximilian Moser Concierge Service terminates, it reserves the right to the travel price; however, it must be credited with the value of the expenses saved and any benefits it derives from any other use of the unused service, including any sums credited to it by the service providers.

9.3. If the customer does not appear on city tours/day trips/shuttle Service, the guide may leave the meeting point after 30 minutes. The contract remains and the invoice stays valid.

10. Obligations of the customer / traveler

10.1. The obligation to report defects resulting from § 651 d Abs. 2 BGB is specified as follows when traveling with Maximilian Moser Concierge Service:

- a) The traveler is obligated to report any defects immediately to the local representative of Maximilian Moser Concierge Service (travel agency, agency) and to request redress.
- b) The traveler will be informed about the person, the accessibility and the communication data of the representation of Maximilian Moser Concierge Service at the latest with the sending of the travel documents.
- c) If, according to the contractual agreements, no local representative or tour guide is owed, the traveler is obliged to immediately report any defects directly to Maximilian Moser Concierge Service at the address given below.
- d) Claims of the traveler shall not be canceled only if the complaint due to the traveler is omitted without fault.

10.2. Tour guides, agencies and employees of service providers are not authorized and are not authorized by Maximilian Moser

Concierge Service to confirm defects or to recognize claims against Maximilian Moser Concierge Service.

10.3. If the trip is significantly affected by a lack of travel, the customer / traveler may terminate the contract. The same applies if the trip due to such a lack of important, Maximilian Moser Concierge Service recognizable reason unreasonable. Termination is only permitted if Maximilian Moser Concierge Service or, if available and contractually agreed as a contact person, have their agents (tour guide, agency) an appropriate deadline specified by the customer / traveler elapse without remedy. It is not necessary to set a time limit if the remedy is impossible or refused by Maximilian Moser Concierge Service or its agent, or if the immediate termination of the contract is justified by a special interest of the traveler.

10.4. In the event of loss of luggage, damage or delay, any damage or delay in the delivery of air travel by the passenger must be reported immediately on the spot by means of a claim notice from the responsible airline. Airlines may refuse refunds if the claim has not been completed. The damage report is to be refunded within 7 days in case of luggage damage, in case of delay within 21 days after delivery. Incidentally, the loss, damage or misdirection of baggage is the body specified by Maximilian Moser Concierge Service - see above, section 10.1. b) und c) – anzuzeigen.

10.5. The customer must inform Maximilian Moser Concierge Service if he or she does not receive the required travel documents (eg flight ticket, hotel vouchers) within the deadline communicated to him by Maximilian Moser Concierge Service.

11. Limitation of liability

11.1. The contractual liability of Maximilian Moser Concierge Service for damages that do not result from injury to life, body or health is limited to three times the travel price, a) as far as a damage of the customer is caused neither deliberately nor roughly negligently or b) as far as Maximilian Moser Concierge Service is responsible for the damage caused to the traveler solely because of a fault of a service provider. Any further claims under the Montreal Convention or the Aviation Act remain unaffected by this limitation of liability.

11.2. Maximilian Moser Concierge Service shall not be liable for performance disturbances, personal injury or property damage in connection with services that are merely provided as third-party services (eg exhibitions, excursions, sporting events, theater visits, transport services to and from the advertised starting and finishing location), if these services are provided in the travel advertisement and the travel confirmation expressly and under specification of the mediated contracting party as external services are so clearly marked that they are not recognizable for the customer / traveler as part of the travel services of Maximilian Moser Concierge Service. However, Maximilian Moser Concierge Service is liable for services that include the transport of the customer / traveler from the advertised starting point of the journey to the advertised destination, interim transport during the journey and accommodation during the journey and / or if and to the extent that the customer / traveler suffers damage Violation of information, clarification or organizational duties of Maximilian Moser Concierge Service has become the cause. Any liability of Maximilian Moser Concierge Service for breach of intermediary obligations shall remain unaffected by the above provisions.

12. Assertion of claims, addressee, exclusion periods

12.1. Claims according to §§651c-f BGB must be made by the customer / traveler within one month after the contractually provided date of termination of the journey. The period begins with the day following the date of the contractual travel end. If the last day of the period falls on a Sunday, a general public holiday recognized at the place of declaration or a Saturday, the next working day shall be replaced by such day.

12.2. The assertion can only be made within one month to the Maximilian Moser Concierge Service at the following address.

After expiry of the period, the customer can only assert claims if he has been prevented from observing the deadline through no fault of his own.

12.3. The period according to Section 12.1 shall also apply to the registration of baggage damage or delays in the delivery of baggage in connection with flights in accordance with Section 10.3., If warranty rights are asserted under Secs. 651 c Abs. 3, 651 d, 651 e Abs. 3 and 4 BGB become. A claim for damages due to damage to luggage is to be asserted within 7 days, a claim for damages due to delayed luggage within 21 days after delivery.

13. limitation

13.1. Claims of the customer / traveler under §§ 651c to f BGB for injury to life, limb or health based on intentional or negligent breach of duty by Maximilian Moser Concierge Service or a legal representative or vicarious agent of Maximilian Moser Concierge Service, become statute barred after 2 years. This also applies to claims for compensation for other damages that are based on an intentional or grossly negligent breach of duty by Maximilian Moser Concierge Service or a legal representative or vicarious agent of Maximilian Moser Concierge Service.

13.2. All other claims under §§ 651c-f BGB expire in one year.

13.3. The limitation period according to Numbers 13.1. and 13.2. begins with the day following the date of the contractual travel end. If the last day of the period falls on a Sunday, a general public holiday recognized at the place of declaration or a Saturday, the next working day shall be replaced by such day.

13.4. If the customer / traveler and Maximilian Moser Concierge Service are suspending negotiations about the claim or the circumstances giving rise to the claim, the statute of limitations is suspended until the customer / traveler or Maximilian Moser Concierge Service refuses to continue the negotiations. The statute of limitations occurs at the earliest 3 months after the end of the inhibition.

14. Information obligations concerning the identity of the operating air carrier

14.1. When booking in accordance with the EU Regulation, Maximilian Moser Concierge Service will inform the customer about the identity of the operating airline before or at the latest at the time of booking about the identity of the operating airline (s) for all services to be provided in the booked trip air transportation services.

14.2. If the operating airline (s) are not yet known at the time of booking, Maximilian Moser Concierge Service is obliged to name the airline or airlines that are likely to make the flight. As soon as Maximilian Moser Concierge Service knows which airline is making the flight, Maximilian Moser Concierge Service will inform the customer.

14.3. If the airline named as the operating airline changes its name to the customer, Maximilian Moser Concierge Service will inform the customer immediately and as soon as possible with appropriate means about the change.

14.4. The Black List drawn up in accordance with the EC Regulation (airlines which are prohibited from using the airspace above the Member States) can be found on the Maximilian Moser Concierge Service website or directly via http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm and can be viewed in the offices of Maximilian Moser Concierge Service.

15. Passport, visa and health regulations

15.1. Maximilian Moser Concierge Service will inform nationals of a state of the European Union in which the travel is offered about provisions of passport, visa and health regulations before contract conclusion as well as about their possible changes before departure. The responsible consulate provides information for nationals of other states. It is assumed that there are no particularities in the person of the traveler and any other passengers (for example, dual nationality, statelessness).

15.2. The customer is responsible for procuring and carrying the

officially required travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Disadvantages resulting from non-compliance with these regulations, eg. As the payment of cancellation fees, are at his expense. This does not apply if Maximilian Moser has not informed concierge service inadequately or incorrectly.

15.3. Maximilian Moser Concierge Service is not liable for the timely granting and receipt of necessary visas by the respective diplomatic representation if the customer has commissioned him with the procurement, unless Maximilian Moser Concierge Service has culpably violated his own obligations.

16. Choice of law and jurisdiction agreement

16.1. For customers / travelers who are not members of a Member State of the European Union or Swiss citizens, the exclusive validity of German law is agreed for the entire legal and contractual relationship between the customer / traveler and Maximilian Moser Concierge Service. Such customers / travelers can only sue Maximilian Moser Concierge Service at their seat.

16.2. For lawsuits by Maximilian Moser Concierge Service against customers or contractors of the travel contract who are merchants, legal entities of public or private law or persons who are domiciled or ordinarily resident abroad, or their domicile or habitual residence at the time of action is known, the place of jurisdiction is the seat of Maximilian Moser Concierge Service.

Travel agent and Tour guide is:

Maximilian Moser Concierge Service Gbr
Truderinger Straße 120
81673 Munich/Germany

