

## General terms and conditions of FIRST Business Travel

Dear customers,

The general terms and conditions ("GTCs") for the online travel portal of FIRST Business Travel, a division of TUI Deutschland GmbH, Hanover (hereinafter referred to as "FBT"), are detailed below. Please read these through carefully, as they contain important information on your (hereinafter referred to as the "user") relationship with FBT.

### 1. Scope and contractual relationship

1.1 FBT operates an online travel portal at the website [www.first-business-travel.de](http://www.first-business-travel.de) (hereinafter referred to as the "website"). The user is able to check the availability of accommodation, (air/train) travel, hire cars and/or insurance offers in addition to other travel services (hereinafter referred to collectively as the "business travel service(s)") of a variety of third parties, e.g. hotels, airlines, car hire companies and/or travel insurance companies (hereinafter referred to collectively as the "providers"), for business travel according to the information they provide. Where desired, the user is moreover able to conclude contracts for business travel services with the respective providers. General information and advice is also available.

1.2 FBT offers use of the website exclusively for business travel purposes. The user must confirm the business reason for use of the business travel services and website for booking purposes. §§ 651 a–m of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB) shall not apply.

1.3 The business travel services shall be provided by **FIRST Business Travel, TUI Deutschland GmbH, Karl-Wiechert-Allee 23, 30655 Hanover, Germany; commercial register: Hanover local court HRB 62522**. FBT acts exclusively as an agent of the business travel services of the respective provider and provides contracts in the name of and on the account of the providers. An agency agreement shall be signed between FBT and the user, the object of which is the arrangement of business travel services. The contract on the actual business travel services is signed by the user and the provider; as such, FBT is not a contractual partner in the contract for the business travel services and is therefore not obliged to provide the user with the service.

1.4 The business travel services offered on the website do NOT constitute binding contractual offers by FBT and/or the respective providers. Rather, they are an invitation to users to submit an offer to conclude a contract with the provider of business travel services (*invitatio ad offerendum*). The user submits an offer by (a) entering their full details in the online booking form and (b) submitting this form (incl. accepting the terms and conditions). Under no circumstances does a confirmation of receipt from FBT of the user's offer constitute acceptance of this offer. The user shall be bound to their contractual offer for a maximum of four (4) days. During this period, FBT shall either accept the offer aiming at conclusion of a contract on behalf of the respective provider, or provide the user with a new contractual offer that they are able to accept within the period specified therein. In the event of provision of a booking confirmation or acceptance by the user of the new offer provided by FBT, the respective contract for the business travel services shall be concluded. The booking confirmation – and, in case of acceptance, the new offer – can at the same time serve as the invoice.

The contractual text of the travel confirmations is saved in printed form and archived at our Customer Service Centre for a period of one (1) year (scheduled flights).

1.5 The contract concluded for business travel services may be subject to the general terms and conditions of the respective provider. The terms of payment, due dates, liability, policy on cancellations, changes to bookings and repayments (where provided) in addition to other restrictions and obligations of the user may be regulated therein. Where available, the general terms and conditions of the provider shall be made available to the user by FBT on the website for inspection and acceptance. Given that certain

general terms and conditions of the provider are taken directly from international booking and reservation systems, these may be written in English. The user acknowledges that these terms and conditions also constitute an integral component of the contract concluded with the provider.

## **2. Duties of the customer, incl. verification of the booking confirmation and documentation**

2.1 The user is obliged to verify the completeness and correctness of the booking confirmation provided for the business travel services; this also applies to the identification documents, transport and/or accommodation documents provided (hereinafter referred to as the "business travel documents"). The Customer Service Centre is to be notified immediately of any complaints regarding incomplete or incorrect booking confirmation(s) and/or business travel documents (cf. 3.1). Insofar as a booking confirmation and/or business travel documents require correction and the cause is not attributed to FBT (e.g. incorrect information, name spelling error, etc.), FBT shall levy a processing fee of EUR 25 per procedure (incl. applicable VAT) in addition to any fee that may be payable to the provider. The user is free to provide evidence that FBT actually only incurred lesser damage than claimed with the processing fee. Inaccuracies for which FBT is liable shall be corrected for the user at no charge. With regard to the fees charged by the providers for changes to the contract required/requested by the customer (e.g. withdrawal/change to a booking), reference is made to 3.4.

2.2 FBT is to be notified immediately of any shortcomings in its agency services and given the opportunity to remedy these. Should the user fail to provide notification, any claim of the user arising from the agency contract shall become invalid insofar as FBT would have been able to provide a remedy acceptable to the user.

2.3 The user is advised that FBT is not authorised or obliged to acknowledge any shortcomings in the business travel services. Such complaints are to be made directly and exclusively to the provider of the business travel service(s).

## **3. Business and payment processing**

3.1 The Customer Service Centre is on hand to assist users in case of any questions. It can be reached by calling [+49 \(0\)69 / 76 80 38 14](tel:+4906976803814) (local rates apply for calls from landlines; mobile phone rates may vary depending on the provider). Alternatively, we can be reached via email ([service@first-bt.de](mailto:service@first-bt.de)) or fax ([+49 \(0\)69 / 76 80 38 38](tel:+4906976803838)). Business hours: Monday–Friday 6 a.m.–10 p.m., Saturday–Sunday/public holidays 10 a.m.–6 p.m., Christmas Eve and New Year's Eve 10 a.m.–4 p.m. Our Customer Service Centre shall remain closed on the following national holidays: Good Friday, Easter Sunday, Whit Sunday, Christmas Day and Boxing Day

### **3.2 Payments**

a) With conclusion of a contract, the provider may demand partial or full payment for the business travel services. Partial payments are deducted from the business travel price; they are due on the dates agreed. The outstanding balance is payable at the latest upon delivery of or access to the business travel documents.

b) In deviation from a), payments for contracts of carriage by rail or air are generally payable in full upon receipt of the booking confirmation from the provider of travel by rail or air.

c) When booking hire cars, it must be taken into account that additional fees may apply in the event that a vehicle is hired outside of the hire centre business hours. The user must pay these additional fees directly to the hire company at the site. We moreover wish to point out that some airlines charge an additional credit card fee for selected fares.

d) As a rule, users are able to make the payments due to the providers of business travel services using a VISA, Eurocard, American Express or Diners Club credit card. Certain

providers offer other payment options – the user will be informed of these during the respective booking. FBT shall pass on the user's credit card and/or bank account details to the business travel services provider if they are to process the payment. In the event of a payment using a credit card not belonging to the user, written consent from the credit card holder is required. FBT moreover reserves the right to conduct occasional security checks to counteract credit card misuse. For this reason, the user can be required to provide FBT with proof of their business address and/or to send a copy of the credit card by fax or mail before business travel documents can be issued.

e) Individual providers arranged by FBT moreover offer the option of making payments from a current account held with a German banking institution by means of a direct debit transfer. The user will also be advised of this during the respective booking.

f) FBT shall levy a standard commission for its services. The user shall be informed of the respective standard commission due prior to submission of their offer aimed at the business travel services. In the event of a change to the contract (see 3.4), the standard commission shall not be reimbursed unless FBT is to blame for the cancellation.

g) FBT reserves the right to invoice the user separately for any administration fees arising for FBT and/or the provider in connection with processing of the payment detailed in b) and c). The user shall be informed of the respective fees prior to submission of their offer aimed at the business travel services. FBT and the provider are moreover entitled to pass on to the user any return debit fees in the event of outstanding credit card charges or bank debit transactions. FBT shall levy a flat-rate processing fee of EUR 25.00 (incl. statutory VAT) for return debits pursuant to sentence 3. The user is free to provide evidence that FBT actually only incurred lesser damage than claimed with the processing fee.

h) FBT reserves the right to send the user invoices via email as a PDF file with a signature file. The user is responsible for any necessary electronic archiving of the invoice documents.

#### **4. Delivery of business travel documents**

a) As a rule, business travel documents shall be sent directly by the provider or by FBT. Where relevant, this shall also apply for flight tickets issued by providers in paper format. A growing number of airlines offer electronic tickets (e-tickets) instead of paper tickets. Should the e-ticket option be available for the chosen flight, this option is binding. If a paper ticket is required for the chosen flight, the user must cover the additional costs (production/postage) with a fee of EUR 11.00 (incl. statutory VAT) per flight ticket. Certain airlines only allow check-in with the credit card used to make the booking at one of the airline's check-in terminals.

b) In principle, all business travel documents are sent electronically (via email). FBT and/or the provider are moreover entitled to send business travel documents by mail at no charge. However, the following exceptions shall apply for which postage fees will be charged:

aa) Issue of paper flight tickets at short notice: if there are less than five (5) working days between the booking and the flight, the business travel documents shall be dispatched via courier for which fees shall be payable. The cost of the courier shall be added to the total price of the business travel. The Customer Service Centre shall inform the user via email or telephone of the fee due for the respective place of delivery.

bb) Issue of business travel documents outside of Germany: in order to ensure the quickest and safest possible delivery of business travel documents outside of the Federal Republic of Germany, they shall be dispatched via courier for which fees shall be payable. The cost of the courier shall be added to the total price of the business travel. The Internet Service Centre shall inform the user via email or telephone of the fee due for the respective place of delivery.

c) Particularly for the booking of flights, hotels and hire cars, the vouchers, reservation numbers, etc. shall either be sent by mail or email. The user is to present the provider with the aforementioned papers, numbers, etc.

d) When travelling on short notice and depending on the method of payment, business travel documents can also be made available for collection at a counter at the user's departure airport prior to the flight. As a rule, the business travel documents shall be made available at an airport counter belonging to the transporting airline or a third party commissioned by them. If tickets are made available at a flight counter for the user, a fee of EUR 11.00 (incl. applicable VAT) per procedure shall be payable by the user; should the airline levy additional fees in individual cases, the user shall be informed of this after booking and is obliged to pay these.

e) FBT is entitled to use TUI Deutschland GmbH, Hanover, for processing of the agency agreement, e.g. for delivery of the business travel documents.

#### 4.1 Changes to the contract

a) Upon conclusion of a contract with the provider for the business travel services, the conditions for changes to the contract required or requested by the user (e.g. changes to bookings, withdrawal) shall be subject to the conditions of the respective provider. FBT is entitled to invoice the user on behalf of the respective provider for any costs and/or fees arising from changes to the contract and to collect or deduct this amount.

b) In case of a change to the contract required or requested by the customer, FBT is moreover entitled to levy its own service fee in addition to the fee charged by the respective provider. The user shall be informed of the respective service fee payable prior to submitting their declaration regarding the change to the contract.

### **5. Travel insurance/travel documents/entry requirements**

FBT specifically indicates the possibility of taking out travel cancellation insurance and insurance to cover the cost of repatriation in the event of an accident or illness (travel health insurance).

When referring to information on the website [www.first-business-travel.de](http://www.first-business-travel.de) regarding passport, visa and health requirements, it is assumed that the user is a German citizen. Citizens of other countries should consult their relevant embassy/consulate. The user is personally responsible for adherence to all requirements pertaining to their trip. The user is responsible for arranging and carrying the necessary travel/health documents (e.g. passports, visas, vaccination certificates) and undertaking the necessary health measures at their own cost and in compliance with the aforementioned requirements.

### **6. Liability of FBT**

6.1 FBT shall not be liable for the success of the procurement and/or the actual/fault-free provision of business travel services themselves, but rather only for ensuring that the procurement is carried out with the due diligence of a prudent business person.

6.2 FBT shall assume no liability whatsoever for implementation of the business travel services presented or booked on the website, nor provide any guarantees for their suitability for specific purposes or their quality. The respective provider is responsible for this.

6.3 FBT shall attempt to a reasonable extent to ensure that the information, software and other data available on the website, particularly with regard to the prices, restrictions and dates, are up-to-date, complete and correct at the time of publication. The individual information on the business travel services is based on the information from the provider. FBT does not assume any liability whatsoever for this.

6.4 All business travel services detailed on the website are only available on a limited basis. FBT shall not be liable for the availability of a travel service at the time of booking.

6.5 FBT assumes no liability whatsoever for the accuracy, completeness or reliability of other third-party content.

6.6 The exclusions detailed in 6.3 to 6.5 shall not apply if FBT was aware of faulty and/or incorrect information or should have been aware if applying the due diligence and care customary in the industry. In this respect, the liability of FBT for having ought to have known of such circumstances shall nevertheless be limited to cases of wilful intent or gross negligence.

6.7 Otherwise, FBT shall only be liable for damages other than bodily injury in cases of wilful intent or gross negligence, liability based on the assumption of guarantees, and liability for the breach of essential contractual duties (cardinal obligations). In the event of a negligent breach of cardinal obligations, the liability of FBT shall be limited to damage that is foreseeable and typical of the contract and, in any case, to three times the value of the business travel services arranged.

6.8 FBT shall not be liable for any loss, destruction and/or damage to the business travel documents relating to their delivery for which they are not responsible.

6.9 FBT shall not be liable for the consequences of force majeure. This includes orders from competent authorities, wars, civil unrest, aircraft hijackings, terror attacks, fires, flooding, power outage, accidents, storms, strikes, lockouts or any other industrial action affecting the services of FBT or their suppliers.

## **7. Final provisions**

7.1 The user is only able to offset claims against FBT that have been legally determined or are undisputed.

7.2 FBT reserves the right to modify these terms and conditions at any time with effect for the future without any obligation to notify the user. The most recent version of the terms and conditions shall be made available on the website from the time that it comes into force. With their continued use of the website after a change to the terms and conditions, the user declares their acceptance of the changes.

7.3 These terms and conditions contain all of the agreements reached in the agency agreement existing between the user and FBT. They supersede all previous agreements, regardless of whether these were made verbally, electronically or in writing.

7.4 The contractual relationship between the user and FBT is subject to the laws of the Federal Republic of Germany, regardless of the user's nationality. The place of jurisdiction is Hanover (Germany).

7.5 Should one of the above provisions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision is to be replaced with a provision most closely approximating the economic purpose of the provision to replace.

### **Company details:**

Commercial register Hanover local court, HR B 62522

VAT ID no. DE242380569

Chairman of the Supervisory Board: Horst Baier

Managing Directors: Sebastian Ebel (Chairman), Marek Andryszak,

Arnd Dunse, Sybille Reiß

Last updated: 3 April 2017