

General Terms and Conditions of Business with Package Travel Conditions

§ 1 Scope of application

(1) The following terms and conditions (GTC) apply to contracts that you as a customer (hereinafter referred to as "customer" or "you") conclude with me, Mrs. Tanja Matschi, Dorfstraße 3, 83626 Valley (hereinafter referred to as "tour operator" or "me") via my website www.tanja-matschi.com or by e-mail. The version of the GTC valid at the time the contract is concluded shall apply. The trips offered by me are aimed at consumers.

(2) A consumer within the meaning of the following provisions is any natural person who concludes a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their independent professional or commercial activity.

§ 2 Subject matter

(1) The trips I offer are listed in detail on my website with a description of services. If it is necessary due to weather conditions or other external circumstances, I am entitled to adapt the route of the trip to the extent necessary, so that there may be deviations from the itinerary described on the website.

(2) On the trips I offer, you will find information on the fitness level and degree of difficulty of the respective trip. As a customer, you are responsible for assessing your own state of health and fitness as well as your experience required for the level of difficulty.

(3) Before the start of the trip, I will provide you with a list of equipment that is necessary for your trip. In the event that you do not have the necessary equipment with you at the start of the trip, I am entitled to exclude you from the trip in part or in full. In this case, my entitlement to payment of the tour price remains unaffected, but I will reimburse you for the expenses that I have saved due to your exclusion from the tour.

(4) As the customer, you are responsible for traveling to and from the travel destination. You are also responsible for carrying any identification documents and visas required for the trip.

§ 3 Formation of the contract

(1) You can book your trip on my website by filling in the contact form with your personal details and submitting it.

(2) Before submitting the contact form, you have the option of checking the details again in the booking overview, changing them (also via the "back" function of the Internet browser) or canceling the booking. By submitting a booking via the website by clicking on the "Book with obligation to pay" button, you are making a legally binding booking. You are bound to the booking for a period of two [2] weeks after submitting the booking. I will immediately confirm receipt of your booking made via my website by email. Such an email does not constitute a binding acceptance of your booking unless, in addition to confirming receipt, it also declares acceptance. A contract is only concluded when I accept your booking by means of a declaration of acceptance.

(3) If you would like to plan an individual trip with me, you can send me an inquiry via the website with your ideas about the planned trip, including details of the location, duration and number of people. This is a non-binding inquiry on your part. It does not constitute a contract. After receiving the inquiry, I will create a trip in consultation with you and send you an offer for your trip.

In this case, a contract is only concluded when you accept my offer for your trip by means of an express declaration of intent.

§ 4 Prices and terms of payment

(1) The prices stated in the respective offers are total prices. They include all price components as stated in the program, including all applicable taxes.

(2) After you have booked your trip, you will receive a travel confirmation and the insurance certificate for your trip by e-mail.

(3) You will receive an invoice for your trip in a separate email. Unless expressly stated otherwise for the trip, an advance payment of 20% of the trip price is due within fourteen [14] days of receipt of the invoice. The remaining balance of the tour price is due fourteen [14] days before the start of the tour. For the Hike & Sail Tour, the advance payment is 50% of the tour price and is due within fourteen [14] days of receipt of the invoice. In this case, the remaining payment is due eight [8] weeks before the start of the tour.

(4) I accept bank transfer as a means of payment after invoicing.

§ 5 Cancellation by the customer before the start of the trip

(1) You can withdraw from the booked trip at any time before the start of the trip. In this case you will be refunded any payment already made.

(2) In the event of your withdrawal, I am entitled to demand reasonable compensation from you.

(3) The amount of the compensation claim for **hikings & trekkings** is determined by the time of the declaration of withdrawal:

- Up to 30 days before the start of the tour: 20% of the tour price
- From 29 to 20 days before the start of the tour: 30 % of the tour price
- From 19 to 10 days before the start of the tour: 50% of the tour price
- From 9 days before the start of the trip or in the event of non-commencement of the trip: 90 % of the price

The amount of the compensation claim for **sailing trips (Hike & Sail, Ski & Sail)** is determined by the time of the declaration of withdrawal:

- From the booking date until 120 days before the start of the trip: 25% of the trip price
- From 119 to 90 days before the start of the trip: 40% of the trip price
- From 89 to 30 days before the start of the trip: 60% of the trip price
- From 29 to 20 days before the start of the trip: 70% of the trip price
- From 19 to 10 days before the start of the trip: 85% of the trip price
- From 9 days before the start of the trip or in case of no-show: 95% of the trip price

The cancellation fees reflect the non-refundable and immediate fixed costs incurred by the organiser from the moment of booking (including, but not limited to, charter costs, skipper and guide fees, insurance, travel expenses for the guides, harbour fees and other operational costs). Due to the small target group and the specialised nature of the trip, rebooking cancelled places is generally difficult, especially at short notice. The stated cancellation fees represent a realistic estimate of the expected loss and are regularly lower than the average actual damage incurred.

(4) This does not affect your right to prove that I, as the tour operator, have suffered no loss at all or a significantly lower loss than the lump sum demanded by me.

(5) The right to provide a substitute participant for the booked trip in accordance with § 651e BGB is also unaffected.

§ 6 Withdrawal if the minimum number of participants is not reached

(1) If the trip contains a minimum number of participants and this is not reached, I as the tour operator am entitled to withdraw up to thirty [30] days before the start of the trip.

(2) In this case, I will inform you immediately and refund any travel price already paid within fourteen [14] days to the means of payment used by you.

(3) Additional services already booked by you with third-party providers, such as train travel or flights to the travel destination, will not be refunded by me.

§ 7 Liability

(1) As a tour operator, I am liable without limitation in the event of intent, gross negligence and injury to life, body or health as well as in the event of intentional breach of essential contractual obligations (cardinal obligations). Essential contractual obligations are those obligations whose fulfillment makes the proper execution of the contract possible in the first place. In the event of a negligent breach of material contractual obligations, my liability shall be limited to the damage typically foreseeable in connection with this type of contract.

(2) In all other cases, my liability is limited to three times the travel price.

(3) There is an increased risk of accident and injury, especially when hiking in the mountains. When booking the trip, you are aware that there are risks associated with the trip which cannot be excluded despite the greatest care on my part.

§ 8 Final provisions

(1) German law shall apply. In the case of consumers, this choice of law shall only apply insofar as the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (principle of favorability). The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

(2) The EU Commission has created an internet platform for the online settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. Further information is available at the following link: <http://ec.europa.eu/consumers/odr>. I am neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board. Disputes about the concluded contract and its execution can be negotiated before the arbitration board.

Status: October 2025

Schedule 1: Package Travel Conditions

The following Package Travel Conditions supplement the General Terms and Conditions (GTC) set out above and apply to all package tours within the meaning of Sections 651a et seq. of the German Civil Code (BGB). In the event of any inconsistencies, these Package Travel Conditions shall prevail over the GTC.

1. Subject Matter of the Contract

The trips offered constitute package tours pursuant to Section 651a BGB. The content, itinerary, and scope of the trip result from the respective travel description on the website as well as the pre-contractual information provided.

2. Notification of Travel Defects and Remedy

If the package tour is affected by a defect, the traveler must notify the tour operator or the designated tour guide without undue delay. The tour operator is entitled and obliged to remedy the defect within a reasonable period of time, provided this is possible and reasonable. If the traveler culpably fails to notify a defect, this may result in a reduction of claims.

3. Traveler's Rights in the Event of Travel Defects

In the event of a defect, the traveler may demand a reduction of the travel price in accordance with statutory provisions. If the package tour is significantly impaired by a substantial defect and the tour operator fails to provide a remedy within a reasonable period, the traveler may terminate the contract. Any claims for damages remain unaffected.

4. Withdrawal Before the Start of the Trip Due to Unavoidable, Extraordinary Circumstances

The traveler may withdraw from the contract free of charge before the start of the trip if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly affect the performance of the trip. Any payments already made shall be refunded without delay, at the latest within 14 days.

5. Termination After the Start of the Trip

If the trip is significantly impaired as a result of a defect and a remedy is not possible or is refused, the traveler may terminate the contract. The legal consequences result from Section 651i BGB.

6. Duty to Provide Assistance

The tour operator shall provide appropriate assistance to the traveler if the traveler encounters difficulties during the trip, in particular by providing suitable information and support in organizing alternative services.

7. Liability

The liability of the tour operator is governed by the statutory provisions of Sections 651i et seq. BGB as well as the supplementary provisions of the GTC. Any limitation of liability to three times the travel price applies only insofar as this is legally permissible.

8. Special Notes on Outdoor and Nature Trips

The traveler is aware that outdoor and nature activities involve weather- and situation-related risks despite careful planning. Changes to the itinerary for safety or weather-related reasons do not constitute a travel defect, provided that the overall character of the trip is maintained.

9. Relationship to the General Terms and Conditions

These Package Travel Conditions form an integral part of the package travel contract. In all other respects, the GTC of Tanja Matschi shall continue to apply unchanged.

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