



General Terms and Conditions of Contract for Festival, Workshop and Concert Tours

The following regulations govern the contractual relationship between you and MusikReisenFaszination e.K., owned by Mag. Peter Laskowski, (hereinafter: MRF) when you conclude a package tour contract.

1. Conclusion of the package tour contract and additional services

1.1. Upon signing of the package tour contract form by you and its receipt by MRF, you are deemed to have made a binding offer to MRF for the conclusion of the package tour contract. At the same time, you also accept these General Terms and Conditions of Contract of MRF. The package tour contract is concluded upon receipt of the package tour contract countersigned by MRF (tour confirmation).

1.2. Should you list other tour participants taking part in the tour in addition to yourself, you shall be deemed to be acting on behalf and with the authority of the tour participants, with the tour participants also becoming contractual partners alongside you.

1.3. All agreements and ancillary agreements must be recorded in writing. Any agreed upon special requests must be included in the package tour contract.

1.4. Should you be interested in other services (e.g., on site) after concluding the package tour contract, MRF will be happy to assist and act as an agent. However, in these cases, the activities of MRF shall be exclusively limited to those of an agent. The contracts with the respective organiser/provider shall be concluded by you directly in your own name. MRF shall not be liable for any service disruptions within the scope of your contractual relationship with the other provider/organiser.

2. Payment of the tour price

2.1. After conclusion of the package tour contract and receipt of the secured payment certificate, a down payment of 20% of the tour price per participant must be made. At the latest 30 days before the start of the tour, the remainder of the tour price shall be due for payment, provided that the secured payment certificate has been received and MRF can no longer withdraw from the contract due to the non-achievement of the minimum number of participants pursuant to Section 5.1.

2.2. For bookings made less than 30 days before the start of the tour, the total tour price must be paid immediately after receipt of the secured payment certificate.

3. Transfer of the contract

3.1. Within a reasonable time prior to the start of the tour, as the traveller, you may declare on a durable medium that a third party shall assume the rights and obligations under the package tour contract in lieu of you. The declaration shall be deemed to have been made in a timely manner so long as it is received by MRF no later than seven days before the start of the tour.

3.2. MRF may object to such a transfer to a third person if they do not meet the contractual tour requirements.

3.3. If a third party enters into the contract, the third person and you, as the traveller, shall be jointly and severally liable for the tour price and for the additional costs arising from the transfer to the third person.

4. Withdrawal by the traveller prior to the start of the tour

4.1. You may withdraw from the tour at any time prior to its start by issuing a corresponding declaration to MRF. For reasons of preserving evidence, this declaration should be made in writing or on a durable medium.

4.2. In the event of withdrawal from the package tour contract, MRF shall demand fixed compensation per registered participant, calculated on the basis of the period of time between the withdrawal and the start of the tour, anticipated savings on expenses of MRF and anticipated earnings through other use of travel services. The amount of the fixed compensation shall be as follows:

up to 30 days before the start of the tour: 20% of the tour price

29 - 22 days before the start of the tour: 40% of the tour price

21 - 15 days before the start of the tour: 60% of the tour price

14 - 8 days before the start of the tour: 80% of the tour price

7 - 0 days before the start of the tour: 100% of the tour price

4.3. If you have already paid the tour price in full, MRF shall refund you the difference after deduction of the fixed compensation (see 4.2.) immediately, but in any case, within 14 days after your withdrawal.

5. Withdrawal by MRF prior to the start of the tour

5.1. MRF may withdraw from the package tour contract prior to its start if fewer than the minimum number of participants specified in the contract register for the package tour. MRF shall declare its withdrawal within the period specified in the contract, but no later than 20 days prior to the start for tours of more than six days in length, seven days prior to the start for tours of at least two and no more than six days in length, and 48 hours prior to the start for tours of less than two days in length.

5.2. Should MRF be prevented from fulfilling the contract due to unavoidable, exceptional circumstances, MRF may also withdraw from the package tour contract prior to the start of the tour. In such a case, MRF shall be required to declare its withdrawal immediately after becoming aware of the reason for withdrawal.

6. Contractual services and changes (with the exception of the tour price)

6.1. The services to be provided by MRF arise from the service description contained in the pre-contractual information as well as from the package tour contract and from any special agreements in writing.

6.2. MRF reserves the right to make unilateral changes to any conditions of the package tour contract other than those concerning the tour price, insofar as these become necessary following the conclusion of the contract and provided that such changes are insignificant, do not affect the overall arrangement of the booked tour and have not been caused by MRF in bad faith. MRF will inform you about the changes on a durable medium prior to the start of the tour.

6.3. If, for reasons occurring after the conclusion of the contract, MRF is unable to provide the package tour unless a substantial change is made to an essential feature of the travel services or only in deviation from the specifications which have been given by you and which have become part of our contract, MRF may offer you a corresponding change to the package tour contract prior to the start of the tour. You shall be required to accept the offered changes to the contract or declare your withdrawal from the package tour contract within a reasonable time. After expiry of this period, the offered changes to the contract shall be deemed accepted if you have not responded to the offer or have not responded within the reasonable time.

6.4. Should you declare your withdrawal from the package tour contract, MRF shall demand the following fixed compensation per registered participant:

up to 30 days before the start of the tour:	20% of the tour price
29 - 22 days before the start of the tour:	40% of the tour price
21 - 15 days before the start of the tour:	60% of the tour price
14 - 8 days before the start of the tour:	80% of the tour price
7 - 0 days before the start of the tour:	100% of the tour price

If you have already paid the tour price in full, MRF shall refund you the difference after deduction of the fixed compensation (see 6.4.) immediately, but in any case, within 14 days after your withdrawal. Claims pursuant to Section 651i (3) No. 7 of the German Civil Code shall remain unaffected.

6.5. If you accept the offered changes to the contract and the package tour is not of at least the same quality as originally agreed, the tour price must be reduced in accordance with Section 651m of the German Civil Code. If the newly agreed package tour is of the same quality but less expensive for the tour operator, MRF shall reimburse you the difference. Sections 346 (1) and 347 (1) of the German Civil Code shall apply mutatis mutandis.

7. Changes to the tour price

7.1. In the following cases, MRF reserves the right to unilaterally increase the tour price up to 8% of the tour price:

- in the event that, after conclusion of the package tour contract, the prices for passenger transport should increase due to higher fuel or other energy costs,
- in the event that, after conclusion of the package tour contract, taxes and other charges for agreed travel services, such as tourist tax, port or airport fees, should increase,
- in the event that, after conclusion of the package tour contract, the exchange rates applicable to the package tour in question should change.

MRF shall notify you of the price increase on a durable medium (clear and understandable) by no later than 20 days before the start of the tour and inform you of how the price increase has been calculated.

7.2. You may demand a reduction of the tour price if, after conclusion of the contract and prior to the start of the tour, changes should occur in the cases specified in 7.1., resulting in lower costs for MRF. If you have already paid the tour price in full, the difference in the reduced tour price shall be reimbursed to you after deduction of the administrative costs actually incurred by MRF. Upon request, MRF shall provide you with evidence of the amount of administrative expenses.

7.3. Should the increase of the tour price in the cases specified in 7.1. be greater than 8% of the tour price, MRF can offer you a corresponding increase in the tour price by no later than 20 days before the start of the tour. You shall be required to accept the offered price increase or declare your withdrawal from the package tour contract within a reasonable time. After expiry of this period, the offered price increase shall be deemed accepted if you have not responded to the offer or have not responded within the reasonable time.

7.4. Should you declare your withdrawal from the package tour contract, MRF shall demand the following fixed compensation per registered participant:

up to 30 days before the start of the tour:	20% of the tour price
29 - 22 days before the start of the tour:	40% of the tour price
21 - 15 days before the start of the tour:	60% of the tour price
14 - 8 days before the start of the tour:	80% of the tour price
7 - 0 days before the start of the tour:	100% of the tour price

If you have already paid the tour price in full, MRF shall refund you the difference after deduction of the fixed compensation (see 7.4.) immediately, but in any case, within 14 days after your withdrawal. Claims pursuant to Section 651i (3) No. 7 of the German Civil Code shall remain unaffected.

8. Extraordinary termination without notice by MRF for good cause

MRF may extraordinarily terminate the package tour contract without notice if you or individual tour participants cause lasting disruption to the execution of the tour despite a warning being issued by MRF or act contrary to the contract to such an extent that the immediate termination of the contract is justified. In the event of termination, MRF shall retain its entitlement to the full tour price; However, the value of the saved expenses as well as any benefits which MRF obtains from any other use of services not utilised or credited to it by the service providers must be offset against the tour price.

9. Notification of tour defects

9.1. MRF shall provide the tour package free from tour defects.

9.2. However, if tour defects do occur contrary to expectations, you shall be obliged to notify MRF of the tour defect immediately. Insofar as MRF is prevented from providing redress as a result of a culpable failure on your part to make the required notifications, you shall not be entitled to claim a reduction pursuant to Section 651m or compensation pursuant to Section 651n of the German Civil Code.

10. Contractual warranty rights

10.1. The rights granted to you in the case of tour defects arise from Sections 651i, k-n of the German Civil Code.

10.2. In the event of a request for relief, MRF may refuse the relief if the provision thereof is impossible or requires disproportionate expense, taking into account the extent of the tour defect and the value of the travel service concerned.

10.3. Termination of the package tour contract in the event of a tour defect which significantly affects the package tour shall only be permitted if MRF fails to remedy the tour defect within a reasonable time set by you, unless the provision of relief is impossible or requires disproportionate expense, taking into account the extent of the tour defect and the value of the travel service concerned.

10.4. No compensation can be demanded due to a tour defect if the tour defect is caused by you or a tour participant, or if the tour defect is caused by a third person who is neither a service provider nor otherwise involved in the provision of the travel services included in the package tour contract, and if the tour defect may not have been foreseen or prevented by MRF, or if the tour defect has been caused by unavoidable, exceptional circumstances.

11. Limitation of liability and crediting

11.1. For damages that are not physical injuries and that are not culpably caused, MRF shall only be liable up to an amount of three times the tour price.

11.2. If a particular travel service is governed by international conventions or legal provisions which are based on such conventions and according to which a claim for damages arises or can be asserted against the service provider only under certain conditions or subject to certain restrictions or if such a claim is excluded under certain conditions, MRF may also rely on such conventions/provisions in its relationship with you.

11.3. If you are entitled to compensation or reimbursement by MRF of any amount overpaid as a result of a reduction, you must accept that the amount you may have received as compensation or reimbursement due to the same event as a result of a reduction in accordance with international conventions or pursuant to legal provisions based on such conventions or in accordance with Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 17, 55 of 28.02.2011, p. 1) shall be credited towards the compensation/reimbursement by MRF to which you are entitled.

If you have already received compensation from MRF, or if you have already been reimbursed by MRF as a result of a reduction, you must have the amount you have received credited towards any compensation or reimbursement owed to you due to the same event as a result of a reduction in accordance with international conventions or pursuant to legal provisions based on such conventions or in accordance with the aforementioned Regulations.

11.4. MRF shall assume no liability for the loss of or damage to luggage, valuables or money in the luggage.

12. Travel insurance

The tour price does not include travel cancellation insurance or insurance covering the repatriation costs in case of illness or accident. MRF recommends that you take out such insurance.

13. Compliance with passport, visa and health regulations

13.1. If you are a national of a Member State of the European Union in which the tour is offered, MRF will inform you about passport and visa requirements and health formalities prior to the conclusion of the contract, as well as any changes thereto prior to the start of the tour.

13.2. However, please note that you shall be solely responsible for complying with these requirements and formalities, e.g., checking whether your passport or ID card is still valid, or ensuring that you apply for these documents in good time before you travel, or that you bring them with you on the tour. Any disadvantages that you may incur as a result of your non-compliance with the regulations (e.g., cancellation fees) must be borne by you, unless these are due to culpable misinformation or non-information on the part of MRF.

13.3. If you are a national of another country, you shall be required to obtain information about the passport and visa requirements and health formalities yourself, e.g., from the relevant consulate.

14. Assignment

Claims against MRF may not be assigned to third parties. This does not apply to accompanying family members or tour participants according to Section 1.2.

15. Choice of law

15.1. The package tour contract and the contractual relationship between you and MRF shall be governed by the law of the Federal Republic of Germany.

15.2. Notwithstanding this, if your habitual residence is abroad, you may rely on more favourable or mandatory consumer protection laws in your country.

16. Place of jurisdiction

16.1. The court in whose district the registered office of MRF is located shall have jurisdiction over any actions brought against MRF.

16.2. In the event that actions are brought against you, the court in whose district your place of residence is located shall have jurisdiction, unless you are a registered trader or you have relocated your place of residence or habitual residence abroad following the conclusion of the contract, or your place of residence or habitual abode is not known when the action is filed. In these cases, the place of jurisdiction shall be decided on the basis of the registered office of MRF in Baden-Baden.

17. Data protection

The personal data that you provide to MRF is processed and used electronically on the basis of German and European data protection laws. MRF wishes to draw your attention to its data processing information that MRF has provided you with and which you can access at.

Please also note the Privacy Policy on the websites of MRF:
www.musikreisenfaszination.de, www.mrf-musicfestivals.com

The text of the GDPR can be found in various languages at:
eur-lex.europa.eu/legal-content/DE/TXT/?uri=celex%3A32016R0679

18. Invalidity of individual provisions

The invalidity of individual provisions of these General Terms and Conditions of Contract shall not result in the invalidity of the entire General Terms and Conditions of Contract or in the invalidity of the package tour contract.

19. Organiser

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