

Appendix 11

(on Article 250 § 2 paragraph 1)

Model for the form for informing the traveller in the case of a package tour in accordance with § 651a of the Civil Code (*package tour*)

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. [1]

Therefore, you can avail yourself of all EU rights that apply to package holidays. The company DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main bears full responsibility for the proper execution of the entire package tour.

In addition, DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main has the legally prescribed protection for the repayment of your payments and, if transport is included in the package tour, to ensure your return transport in the event of its insolvency.

[3]

[4] Main rights under Directive (EU) 2015/2302

–Travellers shall receive all essential information about the package before the conclusion of the package travel contract.

–At least one entrepreneur is always liable for the proper provision of all travel services included in the contract.

–Travellers will be provided with an emergency telephone number or details of a contact point through which they can contact the tour operator or travel agent.

–Travellers may transfer the package to another person within a reasonable period of time and possibly at additional cost.

–The price of the package may only be increased if certain costs (for example, fuel prices) increase and if this is expressly provided for in the contract, and in any case no later than 20 days before the start of the package. If the price increase exceeds 8% of the package tour price, the traveller may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveler has the right to a price reduction if the corresponding costs are reduced.

–Travellers may withdraw from the contract without paying a cancellation fee and will receive a full refund of all payments if one of the essential elements of the package is significantly changed, with the exception of the price. If the operator responsible for the package cancels the package before the start of the package, the traveller is entitled to reimbursement and possibly compensation.

–Travellers may withdraw from the contract without paying a cancellation fee in the event of exceptional circumstances prior to the start of the package, for example if there are serious security problems at the destination which are likely to affect the package.

–In addition, travellers may withdraw from the contract at any time before the start of the package tour against payment of a reasonable and reasonable cancellation fee.

–If, after the start of the package, essential elements of the package cannot be carried out as agreed, the traveller shall be offered reasonable other arrangements at no additional cost. The traveller may withdraw from the contract without payment of a cancellation fee (in the Federal Republic of Germany this right is called "termination") if services are not provided in accordance with the contract and this has a significant impact on the provision of the contractual package travel services and the tour operator fails to remedy the situation.

–The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or are not provided properly.

–The tour operator will assist the traveller if he or she is in difficulty.

–In the event of the insolvency of the tour operator or, in some Member States, of the travel agent, payments will be refunded. If the insolvency of the tour operator or, where relevant, of the travel agent occurs after the start of the package and the transport is part of the package, the return transport of the travellers shall be guaranteed. DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main has concluded insolvency protection with (5). Travellers may contact this establishment or, where applicable, the competent authority ([6]) if they are provided with services due to the insolvency of DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main.

[7]

Design instructions:

[1] In the case of day trips whose travel price exceeds EUR 500, the following sentence must be inserted instead of the previous sentence: "The combination of travel services offered to you is a day

trip which, in accordance with the provisions of the Civil Code, is treated as a package within the meaning of Directive (EU) 2015/2302."

[2] The company/name of the tour operator must be inserted here.

[3] If the information is made available on an e-commerce website, the hyperlink button labelled "Further information on your main rights under Directive (EU) 2015/2302" shall be inserted here, after which the information on [4] will be made available.

[4] The information on the main rights under Directive (EU) 2015/2302 shall be provided either after clicking the hyperlink button to [3] or, if the information is not made available on an e-commerce website, shall be added to the information in the first box immediately below the box.

[5] Insert here:

a) if there is a case of § 651s of the Civil Code: name of the institution providing insolvency protection,

b) in all other cases: name of the customer money insurer (§ 651r paragraph 3 of the Civil Code).

[6] Insert here:

a) if there is a case of § 651s of the Civil Code (*RVA outside D*): contact details of the institution providing insolvency protection and, if applicable, the name and contact details of the competent authority, including the address of the place where it has its registered office, the e-mail address and the telephone number,

b) in all other cases: contact details of the customer money insurer (insurer or credit institution) (§ 651r paragraph 3 of the Civil Code) including the address of the place where he is established, the e-mail address and the telephone number.

[7] Insert here:

(a) where the information is made available on an e-commerce website, the hyperlink button labelled 'Directive (EU) 2015/2302 in the form transposed into national law', after which it is redirected to the website www.umsetzung-richtlinie-eu2015-2302.de;

(b) where the information is not made available on an e-commerce website: 'website where Directive (EU) 2015/2302 can be found in the form transposed into national law: www.umsetzung-richtlinie-eu2015-2302.de';

Anl. 11 angef. mWv 1.7.2018 by G v. 17.7.2017 (BGBI. I p. 2394).

[Official note:] If, in accordance with § 651r paragraph 1 of the Civil Code, there is no obligation on the part of the tour operator to secure insolvency because the tour operator does not accept any payments from the traveller on the travel price before the end of the package tour and the contract does not include any return transport of the traveller, these rates shall lapse.

[Official note:] If, in accordance with § 651r paragraph 1 of the Civil Code, there is no obligation on the part of the tour operator to secure insolvency because the tour operator does not accept any payments from the traveller on the travel price before the end of the package tour and the contract does not include any return transport of the traveller, these rates shall lapse.

[Official note:] If, in accordance with § 651r paragraph 1 of the Civil Code, there is no obligation on the part of the tour operator to secure insolvency because the tour operator does not accept any payments from the traveller on the travel price before the end of the package tour and the contract does not include any return transport of the traveller, these rates shall lapse.

([EGBGB] Annex 11, beck-online)