

## General Terms and Conditions of SPOT REISEN GmbH for Seat Reservations and Special Services (Updated May 2018)

### **1. Preamble**

**1.1.** The following 'General Terms and Conditions of SPOT REISEN GmbH for Seat Reservations And Special Services' (hereinafter 'T&C') shall apply for all contracts concluded via the website [www.spotgroup.org](http://www.spotgroup.org) between

SPOT Reisen GmbH  
Bödekerstr. 78  
30161 Hanover  
Germany

Managing Director(s): Roland Taylor  
Commercial Register: Hanover District Court, HRB 205024  
Tax number: 25/202/44296  
Tax ID No.: DE 268327164

(hereinafter 'SPOT') and you as our customer (hereinafter 'Customer'). The T&C are a contractual component of the respective contract and shall apply irrespective of whether the Customer is a private individual or a business.

**1.2.** The Customer is a private individual if the purpose of the service ordered cannot be attributed to its commercial or self-employed professional activity. By contrast, a business is any natural or legal person or a partnership with legal capacity which acts within its commercial or self-employed professional activity when concluding a contract.

**1.3.** If the subject of the respective contract includes a seat reservation, the carriage of luggage, excess baggage, sports equipment, aids or oversized baggage, the Customer shall note that in addition to these T&C, the luggage terms and conditions of the respective executing airline named on the ticket shall also apply. The luggage terms and conditions of the respective executing airline shall be included in the T&C of SPOT and therefore be a component part of the respective contract. If the luggage terms and conditions of the respective executing airline contain deviations from the T&C of SPOT, the luggage terms and conditions of the respective executing airline shall take precedence over the T&C of SPOT. It is therefore recommended that the Customer read the luggage terms and conditions of the respective executing airline carefully. The luggage terms and conditions of the executing airlines can be found on the airlines' respective websites. In particular, restrictions and/or deviations may concern luggage and transport provisions, air passenger rights, operational irregularities and liability regulations.

**1.4.** In particular, all agreements made between the Customer and SPOT in connection with the respective contract shall arise from these T&C, the written confirmation of receipt and SPOT's written declaration of acceptance.

**1.5.** The T&C shall apply in their respective valid version at the time of the order.

**1.6.** The T&C shall also apply to future legal relationships between SPOT and the Customer and even if its involvement is not explicitly agreed again if the Customer is a business.

**1.7.** SPOT reserves the right to withdraw from the respective contract if the Customer objects to these T&C. The Customer's compensation claims against SPOT are excluded in these circumstances.

**1.8.** When making an order, the Customer confirms the inclusion of these T&C in the respective contract, as well as knowledge of the terms and conditions contained therein, by ticking the relevant box during the order process.

**1.9.** The Customer can access the T&C in their respective valid version via the website [www.spotgroup.org](http://www.spotgroup.org). They are available to the Customer as a free download or print-out. The Customer shall also be sent them together with the written declaration of acceptance/invoice.

**1.10.** SPOT shall not accept deviating agreements and in particular, general business, supply or sales terms and conditions belonging to the Customer and these shall not apply unless their application has been explicitly agreed (in writing) by SPOT.

### **2. Registration and data protection**

**2.1.** The conclusion of contracts for the services offered by SPOT requires that the Customer registers on the website [www.spotgroup.org](http://www.spotgroup.org) with the booking number and personal details. Only persons with unlimited legal capacity are entitled to register. There is no legal entitlement to approval.

**2.2.** The Customer's registration on the website does not obligate the Customer. Registration is free for the Customer. The Customer may have its registration deleted at any time via an appropriate declaration by post, fax or e-mail.

**2.3.** The collection and use of the Customer's data always takes place in compliance with the provisions of the General Data Protection Regulation (EU) 2016/679 (GDPR), as well as the other relevant provisions. Detailed information on the collection, processing and use of the Customer's data by Spot Reisen GmbH can be accessed in a printable format at any time on the website [www.spotgroup.org](http://www.spotgroup.org) via the link 'Data Privacy Policy'.

### **3. Conclusion of contract**

**3.1.** The presentation and advertising of services on the website [www.spotgroup.org](http://www.spotgroup.org) does not represent a binding offer from SPOT to conclude a contract. It only represents an offer from SPOT to the Customer who gives SPOT a binding offer to conclude a contract by making an order. This shall also apply for all additional offer and advertising letters or e-mails - also with an individual reference - from the company SPOT Reisen GmbH or other members of the SPOT Group, unless they are explicitly marked as 'binding' or contain a certain acceptance period. Offer or advertising letters or e-mails which are not explicitly marked as 'binding' or do not contain a certain acceptance period only represent an offer from the company SPOT Reisen GmbH or other members of the SPOT Group to the Customer who gives SPOT a binding offer to conclude a contract by making an order.

**3.2.** During the ordering process, the Customer may select different services from the range of services, in particular seat reservations, different meals, adding excess baggage, sports equipment, aids or oversized baggage, etc. and collect these in a so-called shopping basket by clicking the 'put in shopping basket' button. Before placing the order, the Customer can view and change the information at any time.

**3.3.** By clicking the 'Continue' button, the Customer shall give a legally binding offer to acquire the services in the shopping basket. However, this order may only be placed and transferred if, after selecting the desired services, the Customer has confirmed that it is aware of these T&C and the privacy policy, accept their application and that they are incorporated in its offer by ticking the relevant boxes ('Read and accepted T&C' and 'Read and accepted privacy policy') during the order process.

**3.4** The contract only then comes into effect if SPOT accepts the Customer's order by sending a separate - written - declaration of acceptance/invoice by e-mail to the e-mail address provided during the Customer's registration or through the actual service. These T&C, the privacy policy and the cancellation policy shall be attached to the declaration of acceptance/invoice.

**3.5.** If the services selected by the Customer are not available at the time of the order, SPOT shall not send a declaration of acceptance/invoice. In this case no contract shall be entered into. SPOT shall immediately inform the Customer of this and immediately refund payments already received from the Customer.

**3.6.** If the services selected by the Customer are not available at the time of the order, SPOT is entitled to provide a partial service if the partial service is acceptable to the Customer. In this case, a contract shall be entered into only with respect to the partial services available if SPOT explicitly refers to this in its declaration of acceptance/invoice. Payments already received from the Customer with respect to the unavailable services shall be immediately refunded to the Customer.

### **4. Prices and payment methods**

**4.1.** The prices displayed on the website [www.spotgroup.org](http://www.spotgroup.org) are end prices including the respective valid statutory VAT. The total price of the services selected including the respective valid statutory VAT is displayed in the ordering process before you place the order. The same shall apply to any processing fees.

**4.2.** Payment of the total price shown in the ordering process shall be immediately due in the full amount at the time of booking.

**4.3.** Payment may only be made by credit card. To do this, SPOT is authorised by the Customer to debit the Customer's credit card account with the total price displayed in the ordering process when the order is placed by the Customer. Spot is entitled to commission a third party to process the payment and debit the credit card. In the context of the payment process, the general terms and conditions of the respective company charged with processing the payment shall apply.

**4.4.** In the event of a debit reversal due to incorrect details from the Customer or a lack of funds, SPOT is entitled to withdraw from the contract. A time limit is not required in this respect if the flight connected with the service is imminent and therefore a time limit is no longer feasible before the flight. In this case, SPOT is not obligated to fulfil the contract. Any costs which arise from a debit reversal shall be borne by the Customer. In this case, SPOT shall immediately inform the Customer of the debit reversal and of any withdrawal from the contract.

**4.5.** Should a debit reversal only occur after SPOT has provided the service owed, SPOT or the company charged with processing the payment is entitled to debit the credit card again by the outstanding sum. The Customer shall be in payment default with the (first) debit reversal, whereby the outstanding sum shall be charged interest at 5 percentage points above the basic rate from the time of the debit reversal. The obligation of the Customer to pay default interest shall not exclude SPOT from asserting additional claims for damages.

**4.6.** If the services should not be available at the time of the order (see 3.5) or SPOT should only provide a partial service (see 3.6), any payments already made shall be immediately refunded to the Customer.

**4.7.** The declaration of acceptance shall contain a correct invoice for the services ordered.

**4.8.** Partial payments made by the Customer for an outstanding sum (see 4.4 and 4.5) shall be first allocated to the oldest amount due. An incomplete repayment shall first be credited to costs, then to interest and finally to the main amount.

### **5. Special conditions for seat reservations**

**5.1.** The Customer may reserve seats up to 12 hours before their flight departs. Seat reservation is not a service provided by the respective executing airline. This is a fee-based special service provided by SPOT.

**5.2.** The reservation of seats by the emergency exits shall be subject to the particular safety requirements of the competent authorities. SPOT points out that the following people may not sit in the exit rows/emergency exits (XL seats):

- a) Pregnant women.
- b) Babies and children under 13.

- c) Physically and/or mentally impaired people.
- d) People who have limited movement due to body size, illness or age-related reasons.
- e) People who have animals in the cabin.

**5.3.** By reserving a seat near an emergency exit, the Customer assures that neither they nor another person for which they have booked fall under the aforementioned exclusion criteria (see 5.2).

**5.4.** SPOT points out to the Customer that reserving a seat near an emergency exit requires that the Customer is prepared to help the flight crew in the event of an emergency. This requires that the Customer is able to follow the flight crew's instructions in German or English. Should this not be the case, both SPOT and the respective executing airline are entitled to assign the Customer to a different seat from the one reserved. In this case, the Customer shall not be entitled to a refund of the reservation costs. After exhausting all other options, should the allocation of another seat to the Customer not be possible, the respective executing airline shall have the right to refuse the Customer carriage.

**5.5.** Reservation of the seats in the first row is not possible in advance. These seats are reserved for families with young children under two.

**5.6.** SPOT points out that the instructions of the respective flight captain and the flight crew shall be followed even with a seat reservation. Therefore, should it be necessary to allocate the Customer a different seat from the one they booked due to safety reasons or due to other reasons for which SPOT is not responsible, the Customer shall not be entitled to a refund of the reservation costs.

**5.7.** Children from two years old shall pay the adult price for a seat reservation.

**5.8.** In addition to the aforementioned conditions, the general conditions of carriage of the respective executing airline shall apply. Hereby there may be deviations from these terms and conditions. In this case, the conditions of the general terms and conditions of carriage of the respective executing airline shall take precedence over these T&C.

#### **6. Special conditions for excess luggage, special and sports equipment, oversized luggage and aids**

**6.1.** The Customer may order carriage of excess luggage, special and sports equipment, oversized luggage and aids from SPOT.

**6.2.** SPOT and/or the respective executing airline may refuse the carriage or forwarding of excess luggage, special and sports equipment, oversized luggage and aids or cancel beforehand if one or more of the following points exist.

- a) The carriage breaches the applicable law, applicable provisions or requirements of the country of departure or destination, or the country being flown over.
- b) The carriage risks the safety, order or the health of the other flight passengers or endangers the crew or would represent an unreasonable burden for this carriage.
- c) The Customer or other people for whom the Customer has made the order refuses the security check of their person or their luggage.
- d) The Customer has not paid the flight price, taxes, fees, surcharges or other payments owed by them.
- e) The Customer or other people for whom the Customer has made the order do not have valid travel documents or want to travel to a country through which they are only entitled to transit or for which they do not have valid entry documents.
- f) The luggage contains items which endanger flight passengers, the flight crew, the aeroplane itself or other items onboard the aeroplane, as well as being listed in the IATA's Dangerous Goods Regulations in their respective valid version. In particular, this includes explosives, oxidising, radioactive or magnetising substances, compressed and fluid gases, infectious or aggressive substances, such as highly flammable substances.
- g) The luggage contains items for which carriage is forbidden according to the provisions of the state which they are flying out of, into or over.
- h) The luggage contains individual lithium batteries or lithium accumulators, such as for example, from mobile phones, cameras, laptops, tablets, etc. These may only be transported in hand luggage.
- i) Luggage contains weapons of any kind, in particular cutting, stabbing, striking and shooting weapons, as well as spraying devices which are used for attack or defence purposes, munitions and explosive substances or items which judging by their outward appearance or markings could be seen as weapons, munitions or similarly explosive substances without these having been shown before departure, and/or they should not be transported according to the terms and conditions of carriage of dangerous goods as freight or hold baggage. The transport of weapons shall be at the discretion of SPOT and the respective executing airline. In every case, they must be discharged and transported in a locked, standard container. Transporting munitions is subject to the ICAO or IATO dangerous goods provisions. Should the Customer intend to transport weapons or munitions of any kind, they shall contact SPOT and the respective executing airline directly.
- j) The luggage contains items which are dangerous or unsafe to transport due to their weight, their size or nature, as well as due to their perishability, fragility or their particular sensitivity.

Should the aforementioned items be contained in the luggage and these are discovered during the security checks, the Customer must remove these items from the luggage or these items shall be removed by the competent security staff. SPOT

shall not assume liability for the removed items. If costs arise for SPOT for potential safekeeping of these items, these shall be borne by the Customer. SPOT shall assume no liability for any damage to the piece of luggage and its contents due to its being opened in this context.

**6.3.** Special and sports equipment, as well as oversized luggage and aids shall only be transported packed appropriately or in transportation cases. These must be packed and checked in separately from your hold baggage. Otherwise, the luggage shall be subsequently charged at the respective excess luggage prices which may potentially be more than the flat rates for special and sports equipment, oversized luggage and aids. SPOT points out that this luggage may contain no items other than the ones which are the subject of the respective type of luggage ordered. In particular, they may not contain any items of clothing. For example, sports equipment may contain no items other than the ones which are required to do the sport.

**6.4.** For the transport of items with a current value of more than €3,000

SPOT shall require a recourse waiver from the Customer. The Customer can transfer this via post, fax or e-mail. If the Customer neglects to transfer a recourse waiver, they are acting contrary to duty. This may result in exclusion of liability.

**6.5.** The luggage may not contain items, such as jewels, precious metals of any kind, cash, electronic devices, such as for example, cameras, mobile phones, laptops, PCs, etc., business documents, samples, sensitive optical equipment, valuable pieces of art and antiques with a market value of more than €300, fragile or perishable items, passports and other identity papers, urgently required medication, as well as other valuable items with a market value of more than €300. The respective new price shall be considered as the market value. In the event of damage or loss of the aforementioned items which are contained in hold luggage contrary to this provision, SPOT and the respective executing airline shall not be liable in accordance with or in commensurate application of Article 20 of the Montreal Convention. The same shall apply for consequential damage and/or direct damage which results from transporting these items in hold luggage.

**6.6.** In addition to the aforementioned conditions, the general conditions of carriage of the respective executing airline shall apply. Hereby there may be deviations from these terms and conditions. In this case, the conditions of the general terms and conditions of carriage of the respective executing airline shall take precedence over these T&C.

## **7. Liability**

If SPOT is not subject to further liability according to the convention of 28 March 1999 on the Unification of Certain Rules for International Carriage by Air (Montreal Convention), the EC 2027/97 regulation as amended by Regulation (EC) No 889/02, Regulation (EC) No 785/2004 and Regulation (EC) No 261/2004, SPOT shall otherwise be liable only according to the following conditions:

### **7.1 towards private individuals:**

**7.1.1.** In cases of intent or gross negligence on the part of SPOT or one of its representatives or agents or in the event of loss of life, personal injury or damage to health, SPOT's liability shall be determined in accordance with the statutory provisions. Otherwise, SPOT shall be liable only according to the Produkthaftungsgesetz [German Product Liability Act], due to the culpable breach of fundamental contractual obligations or if SPOT fraudulently concealed the defect or assumed a guarantee for the quality of the service. However, damages for the culpable breach of fundamental contractual obligations are limited to the foreseeable damages typical of the contract, unless one of the other cases stated in clause 1 or 2 has occurred.

**7.1.2.** The aforementioned provisions in paragraph 7.1 shall apply for all damages claims, particularly for those for compensation in addition to the service and compensation instead of the service, and regardless of the legal grounds, but particularly those on the grounds of defects, the breach of obligations arising from the contractual relationship or unlawful conduct. They shall also apply for a refund of futile expenses. However, liability for delay shall be defined according to paragraph 7.1.4. of these T&C, liability for impossibility according to paragraph 7.1.5. of these T&C.

**7.1.3.** If the non-observance of service periods and deadlines due to force majeure, for example mobilisation, war, riot or similar, events for which SPOT is not responsible, for example strike or lock-out, these deadlines shall be extended by the length of time the aforementioned event or its effects last.

**7.1.4.** SPOT shall be liable in the event of delay of the service in cases of intent or gross negligence on the part of SPOT or one of its representatives or agents or in the event of loss of life, personal injury or damage to health, SPOT's liability shall be determined in accordance with the statutory provisions. In other cases of delay, SPOT's liability for damages in addition to the service shall be limited to a total of 10% and damages instead of the service, including the reimbursement of any costs shall be limited to a total of 15% of the value of the service. Further claims from the Customer shall be - also after a deadline for the service set by SPOT has expired - excluded. This limitation shall not apply in the event of a culpable breach of fundamental contractual obligations. However, damages for the culpable breach of fundamental contractual obligations shall be limited to the foreseeable damages typical of the contract, unless one of the other cases stated in clause 1 of this paragraph has occurred. This shall not affect the right of the Customer to withdraw from the contract according to paragraph 8 of these T&C.

**7.1.5.** If the service is impossible, in cases of intent or gross negligence on the part of SPOT or one of its representatives or agents or in the event of loss of life, personal injury or damage to health, SPOT's liability shall be determined in accordance with the statutory provisions. In other cases of impossibility, SPOT's liability for damages in addition to and/or instead of the service shall be limited, including the reimbursement of any costs, to a total of 20% of the value of the service. Further claims from the Customer due to impossibility of service shall be - also after a deadline for the service set by SPOT has expired - excluded. This limitation shall not apply in the event of a culpable breach of fundamental contractual obligations. However, damages for the culpable breach of fundamental contractual obligations shall be limited to the foreseeable damages typical

of the contract, unless one of the other cases stated in clause 1 has occurred. This shall not affect the right of the Customer to withdraw from the contract according to paragraph 8 of these T&C.

**7.1.6.** Any change to the burden of evidence to the detriment of the Customer shall not be linked to the aforementioned regulations.

## **7.2. towards businesses:**

**7.2.1.** Defect claims against SPOT shall not exist in the event of only insignificant deviations from the agreed quality or in the case of only insignificant impairment to usability.

**7.2.2.** In cases of intent or gross negligence on the part of SPOT or one of its representatives or agents or in the event of loss of life, personal injury or damage to health, SPOT's liability shall be determined in accordance with the statutory provisions. However, SPOT's liability in cases of gross negligence shall be limited to the foreseeable damages typical of the contract, unless one of the other cases stated in clause 1 or 3 of this paragraph has occurred. Otherwise, SPOT shall be liable only according to the Produkthaftungsgesetz [German Product Liability Act], due to the culpable breach of fundamental contractual obligations or if SPOT fraudulently concealed the defect or assumed a guarantee for the quality of the service. However, damages for the culpable breach of fundamental contractual obligations shall be limited to the foreseeable damages typical of the Agreement, unless one of the other cases stated in clause 1 or 3 of this paragraph has occurred.

**7.2.3.** The provisions in paragraph 7.2.2. shall apply for all damages claims, particularly for those for compensation in addition to the service and compensation instead of the service, and regardless of the legal grounds, but particularly those on the grounds of defects, the breach of obligations arising from the contractual relationship or unlawful conduct. They shall also apply for a refund of futile expenses. However, liability for delay shall be defined according to paragraph 7.2.5. of these T&C, liability for impossibility according to paragraph 7.2.6. of these T&C.

**7.2.4.** If the non-observance of service periods and deadlines due to force majeure, for example mobilisation, war, riot or similar, events for which SPOT is not responsible, for example strike or lock-out, these deadlines shall be extended by the length of time the aforementioned event or its effects last.

**7.2.5.** SPOT shall be liable in the event of delay of the service in cases of intent or gross negligence on the part of SPOT or one of its representatives or agents or in the event of loss of life, personal injury or damage to health, SPOT's liability shall be determined in accordance with the statutory provisions. However, SPOT's liability in cases of gross negligence shall be limited to the foreseeable damages typical of the contract. Outside of the cases in clause 1 and clause 2, SPOT's liability for damages in addition to the service shall be limited to a total of 10% and damages instead of the service, including the reimbursement of any costs, shall be limited to a total of 15% of the value of the service. Further claims from the Customer shall be excluded - even after a deadline for the service set by SPOT has expired. This limitation shall not apply in the event of a culpable breach of fundamental contractual obligations. However, damages for the culpable breach of fundamental contractual obligations shall be limited to the foreseeable damages typical of the contract, unless one of the other cases stated in clause 1 has occurred; the Customer's right to withdraw from the contract according to paragraph 8 of these T&C shall remain unaffected.

**7.2.6.** SPOT shall be liable in the event of impossibility of the service in cases of intent or gross negligence on the part of SPOT or one of its representatives or agents or in the event of loss of life, personal injury or damage to health, SPOT's liability will be determined in accordance with the statutory provisions. However, SPOT's liability in cases of gross negligence shall be limited to the foreseeable damages typical of the contract, unless one of the exceptional cases stated in clause 1 has occurred. Outside of the cases in clause 1 and clause 2, SPOT's liability for damages due to impossibility and reimbursement of any costs shall be limited to a total of 20% of the value of the service. Further claims from the Customer due to impossibility of service shall be - also after a deadline for the service set by SPOT has expired - excluded. This shall not affect the right of the Customer to withdraw from the contract according to paragraph 8 of these T&C.

**7.2.7.** The limitation period for claims and rights due to service defects - regardless of the legal grounds - shall amount to one year.

**7.2.8.** The limitation periods according to paragraph 7.2.7. shall also apply for other damages claims against SPOT which are connected to the defect - regardless of the legal basis for the claim.

**7.2.9.** However, the limitation periods according to paragraph 7.2.7. and paragraph 7.2.8. shall apply with the following proviso:

- a) The limitation periods shall not generally apply in cases of intent or fraudulent concealment of a defect or if SPOT has assumed a guarantee for the quality of the service.
- b) Nor shall the limitation periods apply for damages claims in the case of a grossly negligent contractual breach, in cases - not in the supply of a defective item or providing a defective service - of a culpable breach of fundamental contractual obligations, in cases of culpable injury to life, body or health or in the case of claims according to the German Product Liability Act. The limitation periods for damages claims shall apply to the reimbursement of futile expenses.

**7.2.10.** For all claims, the limitation period shall begin with the delivery or refusal, or if a refusal is not appropriate, with the performance of the service.

**7.2.11.** Unless otherwise explicitly defined, the statutory provisions regarding the beginning of the limitation period, the suspension of expiry, the suspension and restarting periods shall remain unaffected.

**7.2.12.** The provisions of paragraphs 7.2.7 to 7.2.11. shall apply accordingly for damages claims which are not connected to a defect; paragraph 7.2.7. shall apply for the limitation period.

**7.2.13.** Any change to the burden of evidence to the detriment of the Customer shall not be linked to the aforementioned regulations.

#### **8. Withdrawal**

In the context of the statutory provisions, the Customer may only withdraw from the contract if SPOT is responsible for the contractual breach; however, in cases of defects, the legal prerequisites for withdrawal shall apply instead of the previous clause. In the case of contractual breaches, the Customer shall declare within an appropriate period following SPOT's request whether they are withdrawing from the contract due to the contractual breach or demand the service to be performed. The right of the Customer, who is a private individual, to withdraw from the contract in the meaning of paragraph 9 f. shall remain unaffected.

#### **9. Right to withdraw of the private individual**

**9.1.** If the Customer is a private individual, therefore a natural person who makes the order for a purpose that cannot be attributed to their commercial or self-employed professional activity, the Customer has a right to withdraw in accordance with the statutory provisions.

**9.2.** The right to withdraw is subject to the rules which are reproduced in detail in the following

#### **Cancellation policy**

**You may withdraw your contractual acceptance within 14 days in text format (e.g. letter, fax, e-mail) without specifying your grounds for doing so. This period begins on receipt of this information in text format, however not before conclusion of contract and also not before fulfilment of our information obligations under Article 246 Section 2 in connection with Section 1(1) and (2) EGBGB [Introductory Act to the German Civil Code], and fulfilment of our obligations under Section 312g(1)(1) BGB [German Civil Code] in connection with Article 246 Section 3 EGBGB. The time limit for cancellation will be met if the cancellation has been sent in time.**

**The letter of cancellation must be sent to:**

**Company  
SPOT Reisen GmbH  
Bödekerstraße 78  
30161 Hanover  
Germany**

**Phone: 0511 - 12345826**

**Fax: 0511 - 12357091**

**E-mail: office@spotreisen.com**

**Managing Director(s): Roland Taylor**

**Commercial Register: Hanover District Court, HRB 205024**

#### **Consequences of cancellation**

**In the event of an effective withdrawal, any performance received is to be returned, as are benefits derived from such performance (for example, interest). If you cannot return the payments and benefits (for example, benefits of use) received in full or in part, or return them in a deteriorated condition, you must pay us compensation for their value. This may mean that you must nevertheless fulfil the contractual payment obligations for the period until cancellation. Obligations to reimburse payments must be fulfilled within 30 days. This period starts for you on the date of sending the notice of cancellation or the goods, and starts for us on the date of receiving them.**

#### **Special notes**

**Your right to withdraw shall expire prematurely in accordance with Section 312d(3) BGB if the contract is completely fulfilled by both parties at your express request before you have exercised your right to withdraw.**

**- End of cancellation policy -**

## **10. Cancelling the booking**

**10.1.** The Customer may cancel their order up to 24 hours before the respective flight for a fee:

Between 22 and 730 days before the flight EUR 60.00 per person and flight segment

Between 0 and 21 days before the flight EUR 100% cancellation fees

It shall no longer be possible to amend or cancel the order on the day of the flight. In this case, the Customer shall owe the full amount. However, the Customer has the right to prove that SPOT has suffered no or substantially less damage.

Cancellations on the day of booking are free of charge. Please send an e-mail relating to this to [info@spotreisen.com](mailto:info@spotreisen.com).

**10.2.** The right of the Customer, who is a private individual, to withdraw from the contract in the meaning of paragraph 9 free of charge shall remain unaffected by this.

## **11. Changing a name or transferring a booking**

**11.1.** The Customer may amend or transfer their order up to 24 hours before the respective flight for a fee:

Name changes up to 3 letters are free of charge

Between 0 and 21 days before the flight EUR 100% fees. However, the Customer has the right to prove that SPOT has suffered no or substantially less damage.

Between 22 and 730 days before the flight EUR 50.00 per person and flight segment.

**11.2.** The right of the Customer, who is a private individual, to withdraw from the contract in the meaning of paragraph 9 free of charge shall remain unaffected by this.

## **12. Copyright**

SPOT owns the copyright for all images, films and text which are published on the website [www.spotgroup.org](http://www.spotgroup.org). Use of the images, films and text without SPOT's explicit consent is not permitted.

## **13. Final provisions**

**13.1.** Amendments and supplements to the respective contracts shall only be legally valid if they are made in writing.

**13.2.** Verbal agreements shall have no legal consequences.

**13.3.** Silence from SPOT shall apply as refusal.

**13.4.** The written form requirement shall be met if telecommunications methods, such as fax or e-mail, are used.

**13.5.** The Customer may only set off these claims if the claims are undisputed or upheld by a court of law. The same shall apply to asserting a right of retention.

**13.6.** For all disputes arising from and in connection with the respective contracts, amendments, supplements and additional agreements, etc., the law of the **Federal Republic of Germany** shall apply under exclusion of the UN Convention on Contracts for the International Sale of Goods, and the applicable provisions and regulations of the European Union, (EC) No 2027/97, (EC) No 889/2002, (EC) No 785/2004 and **(EC) No 261/2004** as well as the convention of 28 March 1999 on the Unification of Certain Rules for International Carriage by Air (**Montreal Convention**). In particular, the provisions of the Luftfahrtgesetz [German Aviation Act] shall apply, as well as the regulations adopted, official directives and requirements for carriage within the Federal Republic of Germany.

If the Customer has made the order as a private individual and at the time of their order has their usual residence in another country, the application of the mandatory legal provisions of this country shall remain unaffected by the choice of law in clause 1 of this paragraph.

**13.7.** In the event of disputes over the interpretation of these T&C, the German version shall prevail.

**13.8.** The place of fulfilment is Hanover.

**13.9.** If the Customer is a business and its registered office at the time of the order is in Germany, the exclusive place of jurisdiction shall be SPOT's registered office. Otherwise, the applicable legal provisions shall apply for the local and international jurisdiction.

## **14. Severability clause**

**14.1.** Should any of the provisions of these T&C in whole or in part, prove to be invalid or unenforceable, or due to changes in legislation after concluding the contract become invalid or unenforceable, the remaining provisions and the validity of the contract as a whole shall remain unaffected.

**14.2.** The invalid or unenforceable provision of these T&C shall be replaced by a valid of enforceable provision that comes as close as possible in meaning and purpose to the invalid provision.

**14.3.** Should the contract prove to be incomplete, the provisions which correspond to the meaning and purpose of the contract, and which would have been agreed had they been considered, shall be deemed agreed.

**Updated 23 May 2018**