

General Terms & Conditions of SPOT REISEN GmbH for Flight Bookings, Seat Reservations and Special Services (version May 2019)

1. Preamble

1.1. The following "General Terms and Conditions of SPOT REISEN GmbH for Flight Bookings, Seat Reservations and Special Services" (hereinafter referred to as "GTC") apply to all contracts concluded via the website www.spotgroup.org between

SPOT Reisen GmbH
Bödekerstr. 78
30161 Hannover
Germany

(hereinafter "SPOT") and you as our customer (hereinafter "Customer"). The terms and conditions become part of the contract and apply regardless of whether the Customer is a consumer or an entrepreneur.

1.2. The Customer is a consumer insofar as the purpose of the ordered service is not to be assigned to his commercial or independent professional activity. An entrepreneur, on the other hand, is any natural or legal person or partnership with legal capacity who, in concluding the respective contract, acts in the course of his commercial or independent professional activity.

1.3. The Customer must note that in addition to these GTC, the terms of carriage of the respective operating airline designated in the ticket also apply. The terms of carriage of the respective operating airline are included in the GTC of SPOT and thus form part of the respective contract. Insofar as the terms of carriage of the respective operating airline contain deviations from the GTC of SPOT, the terms of carriage of the respective operating airline will have priority over the GTC of SPOT. The Customer is therefore advised to carefully read the terms of carriage of the respective operating airline. The terms of carriage of the operating airlines can be found on the respective websites of the airlines. Restrictions and/or derogations may relate in particular to baggage and transport regulations, passenger rights, operating irregularities and liability rules.

1.4. All agreements made between the Customer and SPOT in connection with the respective contract arise in particular from these GTC, as well as the written acknowledgment of receipt and the written declaration of acceptance by SPOT.

1.5. The GTC apply in the version valid at the time of the order.

1.6. The GTC also apply to all future legal relationships between SPOT and the Customer, even if their inclusion is not expressly re-agreed, provided that the Customer is an entrepreneur.

1.7. SPOT reserves the right to withdraw from the contract if the Customer objects to these GTC. Claims of the Customer against SPOT are excluded in this case.

1.8. With the order, the Customer confirms the inclusion of these GTC in the respective contract, as well as the knowledge of the provisions contained therein, by setting the appropriate check mark during the ordering process.

1.9. The GTC are made available to the Customer in the currently valid version via the website www.spotgroup.org. They are provided to the Customer for free download or printout. In addition, they will be sent to the Customer together with the written declaration of acceptance/ invoice.

1.10. Deviating agreements and in particular general terms and conditions of business, delivery or purchase of the Customer shall not be accepted by SPOT and shall not apply, insofar as their validity is not expressly 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 with personal data on the website www.spotgroup.org. Only persons with unlimited legal capacity are entitled to register. No claim to admission exists.

2.2 The registration of the Customer on the website does not constitute any commitment of the Customer. The registration is free for the Customer. The Customer can have his registration deleted by post, fax or email at any time.

2.3. The collection and use of the Customer's data is always performed in accordance with the provisions of the General Data Protection Regulation (EU) 2016/679 (GDPR) and the other relevant provisions. Comprehensive information on the collection, processing and use of customer data by Spot Reisen GmbH can be retrieved in printable form, at any time, from the website www.spotgroup.org via the link "Privacy Policy".

3. Conclusion of Contract

3.1. The presentation and promotion of services on the website www.spotgroup.org does not constitute a binding offer by SPOT to conclude a contract. They merely represent an offer by SPOT to the Customer to make a binding offer to SPOT for conclusion of a contract by placing an order. This also applies to all other offers and advertisements or emails - even with individual reference - from SPOT or other members of the SPOT Group, insofar as they are not expressly marked as "binding" or contain a certain acceptance period.

3.2. The Customer can select different services in the order form from the service assortment, in particular the booking of flights, seat reservations, different meals, the entrainment of excess baggage, sports baggage, aids or bulky luggage etc. and collect them into one so-called shopping cart using the button "Place in basket". Before placing the order, the Customer can view and change the data at any time.

3.3. By clicking on "Next", the Customer submits a legally binding offer to purchase the services in the shopping cart. However, this order can only be submitted and transmitted if the Customer confirms acceptance of these GTC and the privacy policy after selecting the desired services by setting a check mark ("Terms and Conditions read and accepted" and "Privacy Policy read and accepted") in the order form, and accepted their validity and thereby included in its offer.

3.4 The contract is only concluded when SPOT sends the Customer's order via a separate - written - declaration of acceptance/ invoice by email to the email address specified by the Customer in the course of his registration or accepts it by actual performance. The acceptance/ invoice are attached to these GTC, the privacy policy and the cancellation policy.

3.5. If the services selected by him are not available at the time of the Customer's order, SPOT will look away from a declaration of acceptance/ invoice. A contract is not concluded in this case. SPOT will immediately inform the Customer about this and immediately refund any payments already received from the Customer.

3.6. If at the time of the Customer's order, only some of the services selected by him are available, Spot is entitled to perform partial service, provided that the partial service is reasonable for the Customer. In this case, a contract will only be concluded with regard to the available partial services, insofar as SPOT expressly refers to this in its declaration of acceptance/ invoice. Already received payments of the Customer regarding the not available services, will be refunded to the Customer immediately.

4. Prices and Payment Methods

4.1. The prices shown on the website www.spotgroup.org are final prices, including applicable statutory sales tax and, if applicable, further fees, taxes and duties. The total price of the selected services, including applicable VAT and any other fees, taxes and duties will be displayed in the order form before you submit the order. The same applies to any applicable processing fees.

4.2. Payment of the total price shown on the order form is due in full immediately upon booking.

4.3. Payment is possible by credit card, PayPal or Sofortüberweisung. SPOT is authorized by the Customer to debit the Customer's credit card account with the total price listed in the order form upon sending the Customer's order. Spot is entitled to commission a third party with the payment and debiting the credit card. In the context of payment processing, the general terms and conditions of the respective company responsible for the payment processing apply.

4.4. In the event of a chargeback due to misrepresentation or lack of coverage, SPOT is entitled to rescind the contract. A deadline is not required if the departure flight in connection with the service is imminent and therefore a deadline is no longer feasible before departure. In this case, SPOT is not obliged to fulfil any performance. Any costs resulting from a chargeback must be borne by the Customer. In this case, SPOT will immediately inform the Customer of the chargeback and any withdrawal from the contract.

4.5. If a chargeback is only made after the fulfilment of the service owed by SPOT, SPOT or the company responsible for the payment processing is entitled to re-debit the credit card with the outstanding claim. With the (first) chargeback, the Customer himself is in default of payment, whereby the claim is subject to interest at the rate of 5 percentage points above the base rate from the time of the chargeback. The obligation of the Customer to pay default interest does not exclude the assertion of further damage by SPOT.

4.6. Insofar as 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.), payments already made to the Customer shall be reimbursed immediately.

4.7. A proper invoice for the services ordered is included in the declaration of acceptance.

4.8. Partial payments made by the Customer on an existing receivable (see 4.4 and 4.5) are first offset against the oldest receivable. A payment which is not completely sufficient to pay off the claim is credited first to costs, then to interest and finally to the principal claim.

5. Special Provisions for Booking Flights

5.1. The booking of a flight is only valid for the booked flight and the listed person. When booking through our website no ticket will be issued. A booking number will be issued. This must be presented when checking in at the check-in counter, along with a valid identification document (identity card, passport) or when checking in online. The full name and surname of the ID must be the same at the time of booking.

5.2. The transport of infants from zero years to the age of two is subject to registration. The decisive factor is the age of the child at the start of the flight, for booked round-trip flights, the age at the start of the return flight. Each adult may accompany only one infant. Infants have no claim to a seat. For the transport of an infant in a child seat, a seat must be booked at full price.

5.3. The Customer is responsible to procure all necessary travel documents, visas and medical certificates, vaccination certificates and the like required by the passport, visa and health regulations of the countries concerned for themselves, accompanying children and pets and to show these at check-in. The exporting air carrier is required by law to refrain from carriage if the exit or entry requirements of a country of departure or destination are not fulfilled or if transport documents/ proof cannot be provided.

5.4. Cancellation of the booking The Customer can cancel his order up to 24 hours before the respective flight subject to a fee:

- Cancellation up to 22 days before departure 60.00 EUR per person / each way
- Cancellation from 21 days before departure 100 % of the price of the ticket including taxes and fees

5.5. Change of name or rebooking The Customer may change or rebook his order up to 24 hours before the respective flight:

- Rebooking up to 22 days before departure 50.00 EUR per person / each way
- Rebooking 21 days before departure 100 % of the ticket price
- Name change up to 22 days before departure 50.00 EUR per person / each way
- Name change from 21 days before departure 100 % of the fare per person / each way

A name correction of up to 3 letters is free of charge until three days before departure.

6. Special Provisions for Seat Reservations

6.1. The Customer can reserve seats up to 12 hours before departure of his flight. Seat reservation is not a service of the airline operating the flight. This is a paid special service by SPOT.

6.2. The reservation of seats at the emergency exits is subject to special safety requirements of the competent authorities. SPOT points out that the following group of people may not sit in the exit row/ exits (XL seats):

- a) Expectant mothers
- b) Babies and children under 16 years of age
- c) Physically and/or mentally handicapped persons
- d) Persons with limited mobility due to their body mass, illness or age
- e) Persons transporting animals in the cabin
- f) Accompanying persons of passengers who need help in an emergency situation

6.3. By reserving a seat at one of the emergency exits, the Customer gives his assurance that the aforementioned exclusion criteria (see 6.2.) do not apply to either his person or any other person for whom the Customer has booked.

6.4. SPOT points out to the Customer that reserving a seat at one of the emergency exits requires that the Customer be prepared to assist the on-board personnel in an emergency. For this purpose, it is necessary that the Customer is able to follow the instructions of the on-board staff in German or English. If this is not the case, SPOT, as well as the respective operating airline, are entitled to assign the Customer a seat other than the reserved one. In this case, the Customer is not entitled to a refund of the reservation costs. If a different assignment of the Customer to another seat is not possible, taking full advantage of all possibilities, the respective operating airline has the right to refuse the carriage altogether to the Customer.

6.5. Reservation of seats in the first row is not possible in advance. These seats are reserved for families with infants under 2 years old.

6.6. SPOT also points out that, even with a seat reservation, the instructions of the respective captain and the on-board personnel must be followed. If, for security reasons or for other reasons not attributable to SPOT, an assignment of a seat other than the seat booked by the Customer should occur, this does not give rise to a claim for reimbursement from the Customer with regard to the reservation costs.

6.7. Children over the age of 2 pay the adult rate for a seat reservation.

7. Special Provisions for Excess Baggage, Special and Sports luggage, Bulky Goods and Equipment

7.1. The Customer can order from SPOT the carriage of excess, special and sports luggage, bulky goods and equipment.

7.2. SPOT and/or the respective operating airline may refuse or prematurely cancel the carriage or further transport of excess, special and sports baggage, bulky goods and equipment if one or more of the following points apply.

- a) The carriage is in contravention of applicable laws, regulations or requirements of the country of departure or destination or of the country overflown.
- b) Carriage at risk would compromise the safety, order or health of other passengers or crew members or would constitute an unreasonable burden on such transport.
- c) The Customer or other persons for whom the Customer has made the order prohibits a security check of his person or his baggage.
- d) The Customer has not provided the fare, taxes, fees, surcharges or other services to be provided by him.
- e) The Customer or other persons for whom the Customer has made the booking is not in possession of valid travel documents or wants to enter a country for which he is only entitled to transit or for which he has no valid entry documents.
- f) The baggage contains items which may endanger passengers, the crew, the aircraft itself or other items on board the aircraft, as specified in IATA's Dangerous Goods Regulations, as amended. These include, in particular, explosives, oxidizing, radioactive or magnetizing substances, compressed and liquid gases, infectious or aggressive substances and easily inflammable substances.
- g) The baggage contains items whose transport is prohibited by the regulations of the country of the departure, arrival or which is overflown.

h) The luggage contains individual lithium batteries or lithium cells such as from mobile phones, laptops, handhelds, etc. These may only be carried in hand luggage.

i) The carriage of weapons of all kinds, in particular slashing, stabbing, blasting and firearms, and sprays used for attack or defence purposes, ammunition and explosive substances, or objects that possess the form or appearance of weapons, munitions or similar explosive materials without prior notice and/or if they are not to be carried under the provisions governing the carriage of dangerous goods as cargo or checked baggage. The transport of weapons is at the sole discretion of SPOT and the operating airline. They must be unloaded in all cases and transported in sealed, commercially available packaging. Carriage of ammunition is subject to the ICAO or IATO Dangerous Goods Regulations. If the Customer intends to transport weapons of any kind or ammunition, he must contact SPOT directly and the airline carrying them.

j) Baggage contains items that are unsuitable for carriage, whether dangerous or unsafe due to their weight, size or type, as well as their perishable, fragile or delicate nature.

If the aforementioned items are included in baggage and are discovered through security controls, the Customer must remove these items from the baggage or these items will be removed by the appropriate security personnel. SPOT shall not assume liability for the objects, insofar as they are removed. Insofar as SPOT incurs costs for possible storage of these items, these are to be borne by the Customer. SPOT accepts no liability for any damage to baggage and its contents due to the opening of said baggage in this capacity.

7.3. Special and sports baggage, as well as bulky goods and equipment, may only be carried in suitable transport packaging or transport containers. These must be packed and posted separately from your checked baggage. Otherwise, the baggage will be charged later at the respective excess baggage prices, which may be higher than the flat rates for special and sports baggage, bulky goods and equipment. SPOT points out that these items must not contain anything other than items directly related to the type of baggage ordered. In particular, no garments may be included. For example, sports baggage may not contain any items other than those needed directly to practice the sport.

7.4. SPOT requires a recourse waiver from the Customer for the transport of objects with a time value of more than € 3,000. The Customer can submit these by post, fax or email. If the Customer fails to provide a recourse waiver, he is in breach of duty. This can lead to the exclusion of liability.

7.5. Baggage must not contain items such as jewels, precious metals of any kind, cash, electronic devices such as cameras, cell phones, laptops, personal computers, etc., business papers, samples, delicate optical instruments, valuable works of art and antiques with a market value of over € 300, fragile or perishable items, passports and other identity documents, urgently needed medicines and other valuables with a market value of over € 300. The respective new price is the determining factor for market value. In the event of damage to or loss of the aforementioned items which are contained in the checked baggage contrary to this provision, SPOT and the respective operating airline are not liable to the extent of or in accordance with Article 20 of the Montreal Convention. The same applies to consequential damage and/or indirect damage resulting from the transport of these items within checked baggage.

8. Liability

Insofar as SPOT is not subject to any further liability in accordance with the Aviation Act, the Convention of 28/03/1999 on the Unification of Certain Rules for International Carriage by Air (Montreal Convention), Regulation EC 2027/97 in the version as amended by Regulation (EC) No. 889/02, Regulation (EC) No. 785/2004 and Regulation (EC) No. 261/2004, SPOT is otherwise only liable in accordance with the following provisions:

8.1. SPOT is liable in cases of intent or gross negligence on the part of SPOT or a representative or vicarious agent as well as culpable injury to life, limb or health in accordance with the statutory provisions. Beyond that, SPOT is only liable according to product liability law, due to a culpable breach of essential contractual obligations or insofar as SPOT fraudulently conceals the defect or assumes a guarantee for the quality of the service. However, claims for damages arising from culpable breach of material contractual obligations are limited to foreseeable damage typical for the contract, unless another of the cases listed in sentence 1 or sentence 2 is also applicable.

8.2. The above provisions of Section 8.1. apply to all claims for damages, in particular for damages in addition to performance and damages instead of performance, regardless of the legal grounds, in particular due to defects, breach of obligations or tort. They also apply to claims for compensation arising from futile expenses. Liability for default, however, is determined according to Section 8.4. of these GTC, and liability for impossibility according to Section 8.5. of these GTC.

8.3. If non-compliance with performance dates and deadlines arises due to force majeure, such as mobilisation, war, riots or similar events for which SPOT is not responsible, such as a strike or lock-out, these periods shall be extended by the times during which the aforementioned event occurs or its effects continue.

8.4. SPOT is liable for default in performance in cases of intent or gross negligence on the part of SPOT or a representative or vicarious agent as well as culpable injury to life, limb or health in accordance with the statutory provisions. In other cases of default, SPOT's liability for damages is limited to a total of 10 % in addition to the service and for the damages in lieu of performance, including the reimbursement of wasted expenditure, to a total of 15 % of the value of the service. Further claims of the Customer are excluded - even after expiry of a performance deadline set by SPOT. This restriction does not apply to culpable violation of essential contractual obligations. The claim for damages for the culpable breach of essential contractual obligations, however, is limited to the foreseeable damage typical of the contract, unless a further case according to sentence 1 of this clause applies at the same time. The right of the Customer to withdraw from the contract according to Section 8 of these GTC remains unaffected.

8.5. Insofar as performance is impossible, SPOT shall be liable in cases of intent or gross negligence on the part of SPOT or a representative or vicarious agent as well as for culpable injury to life, limb or health in accordance with the statutory provisions. In other cases of impossibility, the Customer's claim for compensation in addition to and/or in lieu of performance, including the reimbursement of expenses in vain, is limited to 20 % of the value of the service. Further claims of the Customer are excluded - even after expiry of a performance deadline set by SPOT. This restriction does not apply to culpable violation of essential contractual obligations. The claim for damages for the culpable breach of essential contractual obligations, however, is limited to the foreseeable damage typical of the contract, unless a further case according to sentence 1 applies at the same time. The right of the Customer to withdraw from the contract according to Section 9 of these GTC remains unaffected.

8.6. A change of the burden of proof to the detriment of the Customer is not connected with the above regulations.

9. Withdrawal

The Customer may only withdraw from the contract within the scope of the statutory provisions if SPOT is responsible for a breach of duty. In case of defects, however, the statutory conditions of withdrawal apply instead of the above sentence. In case of a breach of duty, the Customer must, within a reasonable period of time after being requested by SPOT, declare whether he is withdrawing from the contract due to the breach of duty or insists on the service. The right of the Customer as consumer to withdraw from the contract in the sense of Section 10 remains unaffected.

10. Right of Revocation of the Consumer

10.1. If the Customer is a consumer, i.e. a natural person who places the order for a purpose that cannot be attributed to their commercial or independent professional activity, the Customer has a right of revocation in accordance with the statutory provisions.

10.2. For the right of revocation, the regulations that are reproduced in detail in the following apply.

Revocation Policy

You may cancel your contract within 14 days in writing (e.g. letter, fax, e-mail) without giving reasons. The period begins after receipt in writing of this policy, but not before conclusion of the contract and not before fulfilment of our disclosure obligations under Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB and our obligations under § 312g paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. Timely dispatch of the revocation is sufficient to uphold the revocation period. The revocation must be sent to:

SPOT Reisen GmbH
Bödekerstraße 78
30161 Hannover
Germany

Fax: 0511 - 12357091
Email: office@spotreisen.com

Consequences

In the case of an effective revocation, mutually received performance and any benefits (e.g. interest) must be rendered. Should you not be able to return or supply us with the received performance, as well as benefits (e.g. advantages of use), or only partially, or only in a deteriorated condition, then you shall be liable to pay us compensation. This may result in your having to fulfil the contractual payment obligations for the period preceding your revocation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation or the contract object, and for us with receipt thereof.

Special Instructions

Your right of revocation expires prematurely in accordance with § 312d paragraph 3 BGB, if the contract is completely fulfilled by both parties at your express request, before you have exercised your right of revocation.

- End of the revocation policy –

11. Copyrights

SPOT holds the copyright to all images, films and texts published on the website www.spotgroup.org. Use of the images, films and texts is not permitted without the express permission of SPOT.

12. Final Provisions

12.1. Amendments and addenda to the respective contracts require the written form to be legally valid. This written-form requirement is upheld if telecommunication means such as faxes or email are used. Oral agreements do not trigger legal consequences.

12.2. The silence of SPOT is considered a rejection.

12.3. The Customer can only offset with such claims that are undisputed or legally binding. The same applies to the assertion of a right of retention.

12.4. For all disputes arising out of and in connection with the respective contracts, its amendments, addenda and supplementary agreements, etc., the law of the Federal Republic of Germany, excluding the UN Sales Convention, and the relevant provisions and regulations of the European Union, (EC) No 2027/97, (EC) No 889/2002, (EC) No 785/2004 and (EC) No 261/2004 and the Convention of 28/03/1999 on the Unification of Certain Rules for the International Carriage by Air (Montreal Convention) apply. In addition, the provisions of the German Aviation Act, as well as the ordinances, official orders and conditions imposed on carriage within the Federal Republic of Germany shall apply. If the Customer has placed the order as a consumer and is ordinarily resident in another country at the time of his order, application of the mandatory legislation of that country remains unaffected by the choice of law made in sentence 1 of this section.

12.5. For disputes concerning the interpretation of these GTC, the version written in German shall prevail.

12.6. The place of performance is Hannover.

12.7. If the Customer is an entrepreneur and, at the time of the order, his seat is located in Germany, the exclusive place of jurisdiction is the registered office of SPOT. In addition, the applicable statutory provisions apply to local and international jurisdiction.

13. Severability Clause

13.1. If individual provisions of these GTC prove wholly or partially ineffective or become ineffective as a result of changes in the legislation after conclusion of the contract, the remaining provisions and the validity of the contract as a whole remain unaffected.

13.2. The ineffective provision of these GTC shall then be replaced by the statutory provision which comes as close as possible to the meaning and purpose of the invalid provision.

13.3. If the contract as a whole proves to be incomplete, the provisions which correspond to the meaning and purpose of the contract and would have been agreed upon in the case of being taken into consideration shall be deemed agreed.