



BOOKING CONDITIONS



3rd edition
Valid for new bookings
from December 1st, 2022

DETAILED BOOKING CONDITIONS

HEY BUDDYS,

Please pay attention to these booking conditions, because with your booking you accept these booking conditions, which are transmitted to you herewith before the booking. They apply to all package tours as well as to travel services booked as individual services within the meaning of § 651 a para. 3 nos. 2 and 3 BGB (accommodation in hotels or vacation homes/apartments – hereinafter referred to as „individual services“ – of the provider Winebuddys Deutschland GmbH & Co. KG (hereinafter referred to as „Winebuddys“). They supplement and fill out the respective legal regulations of the BGB (German Civil Code) applicable to the accommodation/rental, for package tours the §§ 651a – y BGB, Art. 250 and 252 EGBGB (Introductory Act to the BGB). Should individual provisions of these booking conditions be applicable in whole or in part only to package tours or only to individual services provided by Winebuddys, this will be made clear at the appropriate place. The term „service(s)“ includes both package tours and individual services. These booking conditions do not apply to mediated individual services (e.g. tickets to the bullfight) and the mediation of associated travel services within the meaning of § 651w BGB. If necessary, you will receive separate information about these.

These booking conditions are available on the Internet at www.winebuddys.com > AGB.

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1. Conclusion of contract

- 1.1 With your registration, Winebuddys offers you the conclusion of a binding contract. The basis of this offer is the invitation to tender and the supplementary information from Winebuddys for the respective service in the form in which you have them at the time of booking.
The **contract** is concluded upon receipt of the acceptance declaration from Winebuddys. This does not require any particular form.
- 1.2 The customer is responsible for all contractual obligations of participants for whom he makes the booking, as for his own, insofar as he has assumed this obligation by explicit and separate declaration.
- 1.3 Upon or immediately after conclusion of the contract, you will receive a **booking confirmation** that contains all essential information about the service(s) booked by you. For this purpose, the transmission by PDF is sufficient.
If the confirmation differs from your registration, Winebuddys is bound to the new offer for ten days. The contract shall be concluded on the basis of this new offer, insofar as Winebuddys has pointed out the change with regard to the new offer and – in the case of booking a package tour – has fulfilled its pre-contractual information obligations and you declare acceptance to Winebuddys by express declaration or deposit within the binding period.

- 1.4 When booking a package tour, the pre-contractual information given by Winebuddys about essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (pursuant to Art. 250 § 3 Nos. 1, 3 to 5 and 7 EGBGB) shall not become part of the package travel contract only if this is expressly agreed between the parties.
- 1.5 We would like to point out that according to §§ 312 para. 7, 312g para. 2 sentence 1 no. 9 BGB (German Civil Code) there is no right of withdrawal for package travel contracts according to § 651a and § 651c BGB (German Civil Code) as well as for contracts for individual services **concluded at a distance** (letters, telephone, telecopy, e-mail, teledata, online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal according to § 651h BGB for package tours (see also section 8). However, there is a right of withdrawal if the package travel contract has been concluded outside business premises in accordance with Section 651a BGB, unless the oral negotiations on which the conclusion of the contract is based were conducted at the consumer's prior order; in the latter case, there is no right of withdrawal.

2. Payment

- 2.1 Winebuddys has taken out insolvency insurance with Deutscher Reisesicherungsfonds GmbH to protect customer funds for **package tour bookings**. In these cases, a **security certificate** can be found on the confirmation.
Furthermore, regardless of whether a package tour or an individual service has been booked, the amounts for down payment and final payment and, if applicable, the method of calculating the amounts due in the event of cancellation, are shown on the confirmation. Payments for all bookings shall be made in accordance with clauses 2.2 to 2.7 below:
- 2.2 Upon conclusion of the contract, the **deposit** of 30% of the total price shall be due upon delivery of the confirmation.
- 2.3 Application.
- 2.3 **The remaining price** is due 4 weeks before the start of the service, if it is certain that the service will be carried out as booked and the **travel plan** has been transmitted as agreed.
In the case of **short-notice bookings** (from the 28th day before the start of the service), the entire price is due immediately.
- 2.4 Fees in the event of cancellation (see section 8) and processing and rebooking fees (see section 9) are due immediately.
- 2.5 **Payment to Winebuddys**
- 2.5.1 The first name and surname, the complete address, the telephone number and the address, telephone number and e-mail address of the payer. On this basis an invoice will be created and sent by mail, which also shows which amounts are due on which dates.
- 2.6 If you have not received the **itinerary** at least 4 days before the start of the service, please contact Winebuddys immediately. For short term bookings or changes to the booking 14 days or more before the start of the service, you will receive an itinerary in the same way as for longer term bookings. In your own interest, we ask you to check the itinerary carefully upon receipt.
- 2.7 If due payments are not made or not made in full and you do not pay even after a reminder with a grace period, Winebuddys can withdraw from the respective contract, unless there is already a significant deficiency in performance at this time. Winebuddys may, in the event of withdrawal from the contract in the sense of the previous sentence, demand withdrawal fees in accordance with clauses 8.2, 8.5 as compensation.

3. Special requests, individual vacation design, tour guide /support

3.1 Special requests

Winebuddys will try to meet your request for special services that are not advertised, e.g. neighboring rooms or rooms in a certain location, if possible. A claim for this must be agreed separately and in writing, otherwise it is not binding. Dogs may be brought along only in those cases in which the service description expressly permits this.

3.2 Vacation extension

If you wish to stay longer at your destination, please contact your tour guide as early as possible. We will be happy to extend your stay if appropriate accommodation is available.

3.3 Tour guide, support

For the package tours offered, you will be looked after locally; this will be done by local representatives of Winebuddys or the respective Winebuddys country company (e.g. Winebuddys Portugal Lda). In the event of complaints, please note the special instructions under section 13.7.2.

4. Performance changes

- 4.1 **Before the conclusion** of the contract Winebuddys can make changes to the service descriptions at any time, about which you will of course be informed before booking.
- 4.2 Changes of essential services compared to the agreed content of the contract, which become necessary after the **conclusion of the contract and before the start of the service** and which were not caused by Winebuddys against good faith, are only permitted as far as they are not substantial and do not affect the overall design of the booked service. Possible warranty claims remain unaffected, especially if the changed services are defective.
- 4.3 Winebuddys will inform the customer about service changes immediately after becoming aware of the reason for the change. If necessary, Winebuddys will offer the customer a free rebooking or a free withdrawal.
- 4.4 In the event of a significant change to an essential feature of the travel service or the deviation from special requirements of the customer, which have become part of the contract, the customer is entitled, within a reasonable period set by Winebuddys at the same time as the notification of the change, either to accept the change or to withdraw from the contract free of charge or to demand participation in a substitute trip or - when booking an individual service - use of a substitute service, if Winebuddys has offered him such a service.

The customer has the choice to respond to Winebuddys' notice or not. If the customer responds to Winebuddys, then he can either agree to the change of contract, demand participation in a substitute trip or - in the case of booking an individual service - claim a substitute service, if such was offered to him, or withdraw from the contract free of charge.

If the customer does not respond to Winebuddys or does not respond within the set time limit, the communicated change is considered accepted.

This will be pointed out to the customer in a clear, understandable and emphasized manner in the declaration according to clause 7.3.

- 4.5 Any warranty claims shall remain unaffected insofar as the changed services are defective. If Winebuddys had been responsible for the implementation of the changed or alternatively provided package tour or If the costs of the individual service are lower and the service is of the same quality, the customer shall be reimbursed for the difference.
- 4.6 In the case of ship voyages, the captain alone shall decide on any necessary changes to the sailing time and/or routes, for example for safety or weather reasons.

5. Cancellation by the customer before the start of the service/cancellation fees

- 5.1 The customer may withdraw from the contract at any time before the start of the service. The withdrawal must be declared to Winebuddys in writing. The customer is advised to declare the withdrawal by registered mail or to have Winebuddys confirm receipt in writing.
- 5.2 If the customer withdraws before the start of the service or does not start the package tour or the booked individual service, Winebuddys loses the right to the agreed price. Instead, Winebuddys may demand reasonable compensation,
- insofar as Winebuddys is not responsible for the cancellation and
 - no extraordinary circumstances occur at the place of destination or in its immediate vicinity which significantly impair the performance of the booked service or - if included in the booked service - the transportation of persons to the place of destination; circumstances are unavoidable and extraordinary if they are beyond the control of Winebuddys and their consequences could not have been avoided even if all reasonable precautions had been taken.

Cancellation fees are set at a flat rate in clause 5.4. They are determined by the price minus the value of the expenses saved by Winebuddys as well as minus what Winebuddys acquires through other use of the services. The following lump sums also take into account the period between the declaration of withdrawal and the start of the service. They shall be justified by Winebuddys upon request of the customer. The customer is furthermore at liberty to prove that Winebuddys has not suffered any damage as a result of his withdrawal or that the fees to which Winebuddys is entitled are significantly lower than the flat-rate compensation demanded by Winebuddys.

- 5.3 Cancellation fees shall also be payable if a participant fails to arrive at the relevant airport or place of performance on time at the times announced in the booking documents, or if the service is not commenced due to a lack of travel documents, such as passport or necessary visas, for which Winebuddys is not responsible.
- 5.4 The flat-rate claim for cancellation fees **per person** in case of cancellation is:
- 5.4.1 **Standard-fees:**
20% up to the 31st day before the start of the trip/service, 40% from the 30th day before the start of the trip/service, 40% from the 14th day before the start of the trip/service. up to the day of the start of the trip/service or in the event of non-commencement of the trip or the use of services
Benefit utilization 80% of the agreed price.

5.4.2 **Exceptions:**

A In the case of merely arranged tickets, e.g. for bull-fights, the cancellation conditions of the respective provider apply, which will be communicated to you at the time of booking.

B For products marked with the note „80% cancellation fee from booking“, cancellation fees of 80% of the agreed price are due, regardless of the time of cancellation. 80% of the agreed price.

For products marked with the note „Free cancellation (withdrawal) until 6 pm on the day of arrival“, no cancellation fees are due in the event of a withdrawal before the start of the service (check-in) until 6 pm (CET) on the day of arrival; in the event of a withdrawal at a later time, up to and including the nonoccurrence of the use of the service, cancellation fees in the amount of 80% of the agreed price are due.

- 5.5 Winebuddys reserves the right to claim a higher, individually calculated compensation instead of the aforementioned lump sums, insofar as Winebuddys proves that it has incurred **significantly higher expenses** than the applicable lump sum. In this case, Winebuddys is obliged to specifically quantify and prove the claimed compensation, taking into account the saved expenses and any other use of the services.

- 5.6 If Winebuddys is obliged to refund part or all of the agreed price as a result of a withdrawal, Winebuddys must make the refund without delay, and in any case within 14 days of receipt of the withdrawal notice.

Your right to provide a substitute participant within a reasonable period of time before the start of the service by means of a declaration on a durable medium (see section 9.2 below) remains unaffected by the above conditions. Such a declaration is in any case timely if it is received by Winebuddys no later than seven days before the start of the service.

6. Rebooking, substitute person

- 6.1 At your request, Winebuddys will, if feasible, change the confirmation (rebooking) up to the 31st day before the start of the trip/service or, in the case of trips and services as defined in section 8.4.2 A, up to the 46th day before the start of the trip/service. Rebookings include, for example, changes to the date, destination, place of departure, accommodation or transport. A separate fee of € 50 per person will be charged for this.

Additional costs incurred by service providers (e.g. hotels) will be charged separately. Please make sure to spell your name correctly according to your passport.

Please note that changes to bookings may result in the loss of any discounts or rebates that may have been valid at the time of the original booking, and thus in higher final prices.

Changes after the above-mentioned deadlines (e.g. in the case of trips / services in accordance with sections 8.4.1 and 8.4.2 B from the 30th day before the start of the trip or service) as well as changes beyond the period of validity of the service description on which the booking is based (section 1.1) can only be made after withdrawal from the contract under the conditions in accordance with section 8.4 with simultaneous new registration.

Furthermore, hotel rebookings, changes to the travel/service dates, the destination and the start of the trip can only be made after withdrawal from the contract under the conditions set out in section 8.4 with simultaneous new registration.

In the case of products marked with „80% cancellation fee from booking“, there is no entitlement to rebooking.

- 6.2 Within a reasonable period of time before the start of the service, the customer may declare in writing that a third party is entering into his rights and obligations under the contract. The declaration is in any case timely if it is received by Winebuddys at least seven days before the start of the service.

Winebuddys may object to the entry of the third party in place of the registered participant if the third party does not meet contractual travel requirements. Additional costs actually incurred by service providers (e.g. hotels) will be charged separately. Winebuddys shall provide the customer with proof of the amount of additional costs incurred due to the entry of the third party. The customer is free to prove that no or significantly lower costs were incurred due to the entry of the third party.

The registered participant and the substitute person shall be jointly and severally liable for the agreed price and the costs incurred by the entry of the substitute person.

- 6.3 In the case of products marked „Free cancellation until 6 p.m. on the day of arrival“, a rebooking pursuant to Section 9.1 and the entry of a third party pursuant to Section 9.2 is possible until 6 p.m. (CET).

6:00 p.m. (CET) on the day of arrival without a separate fee.

7. Travel insurances

Winebuddys recommends that you take out a comprehensive travel insurance package, in particular including travel cancellation insurance and insurance to cover repatriation costs in the event of illness.

8. Cancellation and termination by Winebuddys

- 8.1 Winebuddys may **terminate** the **contract** without notice if the performance of the booked service is permanently disturbed by the customer despite an appropriate warning by Winebuddys. The same applies if a customer behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. However, Winebuddys retains the right to the agreed price. Any additional costs for return transportation shall be borne by the offender.

However, Winebuddys has to take into account the value of saved expenses as well as those advantages that are gained from another use of unused services, including possible reimbursements by service providers.

- 8.2 In the case of package tours, Winebuddys may withdraw from the tour up to 4 weeks before the start of the tour (receipt by the traveler) if the **minimum number** of participants stated in the respective service description or the pre-contractual information and in the confirmation is not reached. Winebuddys will of course inform the traveler if it becomes apparent at an earlier point in time that the minimum number of participants cannot be reached.

The cancellation notice will be sent to the traveler immediately. You will then receive the paid travel price without delay, but in any case within 14 days after receipt of the cancellation notice.

- 8.3 Winebuddys may withdraw from the contract before the start of the service if Winebuddys is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances; in this case, Winebuddys must declare the withdrawal immediately after becoming aware of the reason for withdrawal. If Winebuddys withdraws from the contract, it shall lose the right to the agreed price.

- 8.4 Travel advice from the German Foreign Office is available on the internet at „www.auswaertigesamt.de“ and by calling (030) 5000-2000.

9. Notice of Defects, Remedy, Reduction, Termination

- 9.1 If a service is not provided or not provided free of defects, the customer may demand **remedy**. Winebuddys can refuse the remedy if it is impossible or associated with disproportionate costs.
- 9.2 The customer may demand a **reduction** of the agreed price if services have not been provided free of defects and the customer has not culpably failed to report the defect immediately (without culpable delay). The rights resulting from a reduction of the agreed price shall become **statutebarred** within three years. For the commencement of the limitation period § 199 paragraph 1 BGB applies.
- 9.3 **Insofar as Winebuddys is unable to remedy the situation as a result of a culpable failure to notify the customer of a defect, the customer can neither assert claims for a reduction in price nor claims for damages with regard to defective services.**
- 9.4 If the booked service is significantly impaired by a deficiency and Winebuddys does not provide a remedy within a reasonable period of time, the customer may terminate the **contract** - in his own interest and for reasons of evidence, written form is recommended.

The **determination** of a deadline for the remedy is not required only if remedy is refused by Winebuddys or if the immediate remedy is necessary.

If the contract is cancelled thereafter, the customer retains, claims for damages by the customer within provided that the contract included the transport, the claim of three years. For the commencement of the limitation period applies § 199 para. 1 on return transportation. BGB.

The customer owes Winebuddys in the event of termination The statutory compensation claims of Winebuddys according to this clause 12.4 only that part of the agreed price which is due to the change or deterioration of the services received by the customer (or still to be provided within the framework of the performance of the services) shall become time-barred six months after the end of the trip. price.

10. Damages

10.1 In the event of a defect in performance, the customer may, without prejudice to the reduction of the agreed price Winebuddys currently does not participate in any – for it (reduction) or the termination claim damages, voluntary – procedure for alternative dispute resolution unless the defect in performance is the customer under the Consumer Dispute Resolution Act. Therefore, is at fault of a third party who is neither able to use such a procedure and also the online dispute resolution platform provided by the EU service provider nor is otherwise involved in the Commission at <http://ec.europa.eu/consumers/odr/> provision of the services covered by the contract.

The customer shall not be entitled to any compensation for any damage or loss caused by the unavoidable circumstances that were not foreseeable for Winebuddys or unavoidable for Winebuddys or unavoidable for Winebuddys. consumer disputes (OS platform).

In the case of booking a package tour, he may also claim areasonable compensation in money because of useless spent vacation time, if the trip is thwarted or significantly impaired.

10.2 **Limitation of liability** The liability of Winebuddys for damages, which are not bodily injuries, is limited to **three times the of the agreed price**, as far as a damage of the customer is not damage to the customer is not culpably caused. 12.1 Information about general passport and visa requirements

10.3 Tortious claims for damages

For all claims for damages directed against Winebuddys which are not based on intent or gross negligence, the liability for or gross negligence, the liability for material damage is limited to damage is limited to three times the agreed price.

These maximum liability sums apply per participant and per participant and booked service. Possible claims in excess of this Claims that go beyond this remain unaffected by the limitation.

10.4 Winebuddys is not liable for service disruptions, personal injury and property damage in connection with services that are merely arranged as external services (e.g. bullfighting, excursion with fishing boat), if these services are expressly and clearly marked as external services, stating the arranged contractual partner, in such a way that the customer can recognize that they are **not part of the booked services**.

A claim for damages against Winebuddys is insofar limited or excluded, as due to international agreements or legal regulations based on such, which are applicable to the services to be provided by a service provider, a claim for damages against the service provider can only be asserted under certain conditions or restrictions or is excluded under certain conditions.

10.5 You are responsible for **your participation in sports and other activities**. You should check sports facilities, equipment and the like before using them. Winebuddys is only liable for accidents that occur during sports events and other activities if they are at fault. Winebuddys recommends that you take out accident insurance.

10.6 For package tours, each customer is responsible for their own **timely arrival at the meeting point**.

10.7 Duty to cooperate, complaints

10.7.1 Each customer is obligated to cooperate in the event of to cooperate within the framework of the legal provisions, to avoid possible **damages or to keep them low**.

10.7.2 If, contrary to expectations, you have reason to complain, you must immediately inform Winebuddys or the tour guide on the spot and request a remedy (for contact details see section 5.3).

10.7.3 **Tour guides are not authorized to accept any claims.**

10.8 Limitation

The customer's claims for damages shall become statute-barred within three years. For the start of the limitation period 199 para. 1 shall apply to the commencement of the limitation period. BGB.

The statutory claims for damages of Winebuddys due to change or deterioration of the customer in the context of the the customer in the context of the implementation of the services things lose in six months after the end of the trip.

11. Consumer Dispute Resolution / OS platform and assignment

- 11.1 Consumer Dispute Resolution / OS platform and assignment Winebuddys does not currently participate in any – for it voluntary – procedure for the alternative dispute resolution according to the Consumer Dispute Resolution Act. Therefore such a procedure as well as the information provided by the EU Commission at <http://ec.europa.eu/consumers/odr/> platform for the online settlement of consumer consumer disputes (OS platform) can not be used by our customers.
- 11.2 The **assignment** of claims against Winebuddys is excluded. This does not apply to family members or participants of a group or participants of a jointly registered group.

12. Passport, visa, customs, foreign exchange and health regulations

- 12.1 Information on general passport and visa requirements and health as well as health formalities of the country of destination country of destination, including the approximate deadlines for obtaining to obtain the necessary visas before the conclusion of the contract as well as and, if applicable, until the start of the trip about possible changes is the exclusively to the customer.
- 12.2 The customer is responsible for complying with all regulations that are important regulations for the implementation of the booked services responsible. All disadvantages, in particular the payment of payment of cancellation costs arising from non-compliance with these regulations shall be borne by him, unless they are caused by if they are caused by culpable misinformation by Winebuddys are caused.
- 12.4 Please inform yourself whether a passport is required for your trip or whether an identity card is sufficient and please make sure that your passport or identity card has a sufficient period of validity for the trip. Children need their own travel documents.
- 12.5 Customs and foreign exchange regulations are very strict in different countries. Please inform yourself exactly and follow the regulations.
- 12.6 Various countries require certain vaccination certificates and health precautions. This may also apply to German authorities. Please research the relevant information yourself.

13. Data protection

The personal data you provide us with will be electronically processed and used to the extent necessary for the performance of the contract. All your personal data will be processed in accordance with German and European data protection law. You can find further information on the handling of your data in our data protection declaration at: www.winebuddys.com/datenschutz

14. General

The invalidity of individual provisions of the contract does not result in the invalidity of the entire contract. The same applies to these booking conditions. These booking conditions and notes apply to the provider Winebuddys GmbH & Co. KG Neusser Straße 125 40219 Düsseldorf Commercial / Phone: 0171-7473908

All data correspond to the current status November 2022