

## **§ 1 General**

The following Terms and Conditions of German Transfer GmbH, Aachener Straße 1053-1055, 50858 Cologne (hereinafter: "German Transfer") apply to all contracts and services between German Transfer and their clients. Any conflicting Terms and Conditions of the client will be expressly contradicted.

## **§ 2 Realisation of the contract between the client and the transfer service provider**

German Transfer acts solely as a transfer broker and forwards the clients' requests to selected Transfer Service Providers. German Transfer simply generates business for Transfer Service Providers. When making a booking, the clients' transfer requests are immediately relayed to the Transfer Service Provider and are confirmed by German Transfer via email back to the client as a non-binding reservation request. The contract yielding the actual transfer service is finally made exclusively between the client and the Transfer Service Provider. A binding reservation confirmation is then sent to the client in the name of the Transfer Service Provider via email from German Transfer. German Transfer do not execute any transfers themselves, or for other companies.

## **§ 3 Content of contract**

- 3.1 The content of the accepted transfer contract between the Transfer Service Provider and the client (date, route, pick-up time, no. of passengers and transfer price) are taken from the details in the binding reservation confirmation provided by the Transfer Service Provider. Additional requests and/or information, such as, meeting points are also to be confirmed directly to the client by the appointed Transfer Service Provider.
- 3.2 The confirmed transfer price includes one (1) piece of luggage (excluding ski bags, golf bags, diving bags, bicycle cases and animal boxes/cages) and one (1) piece of hand luggage (no bigger than 55 cm x 40 cm x 23 cm) per person. Additional fees will be charged for excess and bulky luggage, as well as animal transportation (prices per request). Undeclared excess baggage or animal transportation boxes will be charged extra and only accepted if there is enough space available in the vehicle.
- 3.3 If children are being transported, it is the client's responsibility, when making the booking, to add how many children will be travelling and what age they are. In the booking mask, there is a drop-down window that allows the client to add the number of child seats/restraints needed for the transfer. The Transfer Service Provider will send a booking confirmation to the client listing the extra services requested. If this information is not given at the time of booking, transport cannot be guaranteed, and the rules stipulated in § 7.2. will be enforced.
- 3.4 Any unscheduled delays on behalf of the Transfer Service Provider (e.g. traffic conditions, road works or weather conditions) may result in extended waiting times for the client. If the client is aware of a flight delay, it is their responsibility to inform the Transfer Service Provider immediately via telephone. All communication regarding adjusted pick-up times is to be done directly between the client and the Transfer Service Provider. If the client does not duly inform the Transfer Service Provider per telephone about the known delay, the transfer will be charged as a no-show as set out in paragraph §5.2. A transfer for the late arrival can be ordered by telephone directly from the Transfer Service Provider (fees apply).
- 3.5 By finalizing a booking, the client agrees to participate in surveys designed to improve our service. These surveys are conducted either by email or by telephone. The client can decline to participate by deactivating the respective option in his or her profile.

## **§ 4 Transfer price and payment**

- 4.1 The price indicated on the reservation confirmation received from the Transfer Service Provider is binding, as long as the transfer is carried out as booked. The final transfer price, including credit card fees and optional extra charges (accompanying services) will be charged to the given credit card or selected method of payment at time of booking. Extra charges (i.e. excess baggage, extra kilometres, extended waiting periods, etc.) will optionally be charged the day after (working day) the transfer is carried out.
- 4.2 In case of credit card payment, the traveller has to guarantee a valid credit card that is backed with sufficient funds. If this is not the case, an extra fee of 12.00 Euro (incl. VAT) will automatically be charged.

## **§ 5 Fees for no-show and extended waiting periods**

- 5.1 For transfers booked for pick-up at the airport, the Transfer Service Provider will allow a waiting time of 30 minutes and for pick-up at a railway station 15 minutes free of charge. The airport waiting time begins from the official landing time indicated by the airport authority. In case the actual arrival time is earlier than the scheduled arriving time, the client is required to wait for the driver.

### 5.2 Fees for no-show

If the client does not show up at the predetermined pick-up time and/or meeting point, and they cannot be contacted personally or via telephone within the waiting time (§ 4.1), and, the client did not inform the dedicated transfer provider, either in writing or via telephone, about the delay, the full transfer cost (100%) will be charged as a no-show fee.

### 5.3 Fees for waiting periods

If the client contacts the Transfer Service Provider by telephone within the free-of-charge waiting period and requests that he/she would like to continue with the booked transfer, the following extra fees will apply according to the chosen payment method after the free-of-charge waiting period comes to an end:

- 1 - 30 minutes after the free-of-charge waiting period: 15.00 € (incl. VAT)
- After 30 minutes, every 15 minutes will be charged at: 7.50 € (incl. VAT)
- Any extra parking fees will be charged

## **§ 6 No-show of the Transfer Service Provider at the meeting point**

Pick-up from airport railway station and other addresses

If the Transfer Service Provider does not show up at the predetermined airport meeting point 30 minutes after the official landing time (according to airport arrivals) or 15 minutes at the railway station Meeting Point after train arrival or other pick-up addresses, and can also not be contacted by telephone, the client can organise a taxi or public transfer. The extra costs involved will be refunded to the client on behalf of the Transfer Service Provider by German Transfer after receiving the transfer receipt from the client.

## **§ 7 Changes, Cancellation and Cancellation fees**

- 7.1 If the client (traveler) would like to make changes to a transfer that has already been confirmed by the Transfer Service Provider, this can only be done via the booking engine if it is processed outside the cancellation fee period (§6.2). Any changes done within the cancellation fee period must be done directly between the client and Transfer Service Provider. In the event that the Transfer Service Provider cannot accept the changes, a cancellation fee will be charged. Transfers that have already been charged and paid for by credit card cannot be amended. They must be fully cancelled and then rebooked.
- 7.2 In the event of a cancellation less than 12 hours before the transfer pick-up time, the client will be charged with 100% of the transfer price as cancellation fee.

## **§ 8 Liability**

- 8.1 German Transfer is liable to the client in the event that damage is caused intentionally or by gross negligence, including its vicarious agents, in accordance with the legal regulations. Transfer Service Providers are not vicarious agents of German Transfer. German Transfer is also liable for the destruction of life, personal bodily injury or health damages that were negligently caused by German Transfer or their vicarious agents. In regards to property and financial damages caused by negligence, German Transfer is only liable for the breach of contractual obligation; however, compensation is limited to foreseeable contract-typical damages that were concluded when establishing the contract. Essential contractual obligations are those that the fulfillment is based on, and, in which the client can trust.
- 8.2 The liability for costs associated with missed connections, especially with air and train travel, is excluded.
- 8.3. The exclusion and limitation of liability shall not apply in cases, when, in accordance with the Product Liability Act, there was assumption of warranty and fraudulent concealment of a defect.

## **§ 9 Data Protection**

German Transfer will respect all legal regulations regarding the handling and processing of the clients' personal data. The clients' data, necessary for the fulfillment of transfer contracts, will be stored and transferred to the Transfer Service Provider when necessary.

## **§ 10 Severability Clause**

If any provisions in this contract are, or become, wholly or partly invalid or unenforceable, or, if there are any gaps found, this shall not affect the remaining provisions of this contract. To rectify these discrepancies, the parties undertake to reach an agreement in place of the invalid and unenforceable provisions, which corresponds as closely as possible to the commercial purpose of those provisions.

## **Information regarding Online Dispute Resolution (ODR Platform):**

You can reach the platform dedicated by the European Commission to online dispute resolution here: <http://ec.europa.eu/consumers/odr/> (estimated start of operations: Feb 15th 2016)