

Askania Travel – Terms and Conditions (T&C)

Effective Date: January 1, 2026

§ 1 Scope and Contracting Parties

1.1. These Terms and Conditions (hereinafter "T&C") apply to all contracts for the mediation of travel services concluded between the customer and

Askania Travel – André Spengler (Sole Proprietorship) Maxim-Gorki-Straße 11, 06333 Hettstedt, Germany Email: info@askania-travel.de Phone: +49 3476 809 9822

(hereinafter referred to as "Intermediary" or "Askania Travel").

1.2. Askania Travel is a small business according to § 19 German VAT Act (UStG) and does not charge VAT.

1.3. Deviating conditions of the customer shall not be recognized unless the Intermediary expressly agrees to their validity in writing.

§ 2 Subject Matter of the Contract – Types of Mediation

Askania Travel mediates travel services in the following forms:

a) Package Tours (§ 651a German Civil Code (BGB) in conjunction with Art. 250

EGBGB) Combination of at least two travel services (e.g., flight + hotel) for a total price.

b) Linked Travel Arrangements (§ 651w BGB) Several individual services booked separately but selected in the same booking process.

c) Individual Services Single travel services such as flight only, hotel only, car rental only, or activity only.

d) Boutique Travel Planning & Travel Consulting Individual, fee-based travel planning and consulting as a service (§ 675 BGB).

e) Digital Content & Community Access Access to the Locals Community, Field Reports, and digital consulting formats.

§ 3 Intermediary Status – No Tour Operator Liability

3.1. Askania Travel acts exclusively as an **intermediary**. The travel contract is concluded directly between the customer and the respective tour operator or service provider (e.g., airline, hotel, cruise line).

3.2. Askania Travel is **not** the organizer of the mediated travel services and assumes no responsibility for the performance of the travel services.

3.3. Mediation is carried out via partner platforms such as Travelpayouts, Check24, and other affiliate networks. The contractual relationship for the travel service exists directly between the customer and the service provider.

3.4. **Affiliate Transparency:** Askania Travel receives commissions from partner platforms for mediated bookings. These commissions are included in the price and do not result in any additional costs for the customer.

§ 4 Formation of the Contract

4.1. The mediation contract is concluded by acceptance of the customer's mediation order. Order and acceptance do not require any specific form.

4.2. In the case of electronic order placement (email, online form, messenger), Askania Travel confirms receipt immediately electronically. This receipt confirmation is not yet an acceptance.

4.3. AI-Supported Consulting: Askania Travel uses AI systems to support travel planning and offer creation. The final consultation and decision are always made personally by André Spengler.

§ 5 Prices, Payment, and Fees

5.1. The prices currently valid at the time of booking according to the price list at askania-travel.de/services.html apply.

5.2. **Payment Methods and Currencies:**

- EUR, GBP, CHF, USD
- Cryptocurrencies upon request
- Advance payment / voucher system
- Direct bank transfer (fee-free)

5.3. **Risk-Based Payment Surcharges:** Depending on the payment method, risk-based surcharges may apply. Direct bank transfers and vouchers (which remain in the respective currency until redemption) are exempt from these surcharges.

5.4. **Service Fees** (according to the current price list):

- BASIC Rate:** €49.99 per booking/transaction
- LIGHT Rate:** €180/year (reduced individual services)
- PREMIUM Rate:** €660/year (comprehensive service)
- LUXURY Rate:** €2,400/year (exclusive service)
- SPECIAL Rate:** For customers of Kosmetik- & Wellnesspoint Hettstedt

5.5. All prices are plus external fees of the service providers (according to their T&C).

5.6. **Due Date:** The agency fee is due before the start of travel planning. Service fees are due when the respective service is provided.

§ 6 Obligations of the Intermediary

6.1. Askania Travel advises the customer to the best of its knowledge and belief based on the information provided by the customer.

6.2. The Intermediary is not obliged to determine the cheapest provider unless this has been expressly agreed ("Best Price Guarantee").

6.3. **No Procurement Guarantee:** Without express agreement, Askania Travel does not guarantee the availability of mediated services.

6.4. **Special Requests** are only accepted for forwarding to the service provider. Their fulfillment is not guaranteed unless the service provider expressly confirms them.

6.5. **Entry Requirements & Visas:** The Intermediary only informs about entry and visa requirements upon express order or in the case of recognizable special circumstances. There is no special duty of investigation.

6.6. **Insurance Notice:** The Intermediary points out the possibility of taking out trip cancellation and trip interruption insurance as well as foreign health insurance.

§ 7 Obligations of the Customer

7.1. The customer is obliged to provide all information required for mediation completely and truthfully (passport data, health condition, special needs, etc.).

7.2. The customer checks all received documents (booking confirmations, tickets, insurance policies) immediately for correctness and completeness.

7.3. **Defect Notification:** Recognizable errors or defects in the mediation activity must be reported to the Intermediary immediately.

7.4. If notification is omitted, the customer's claims are forfeited to the extent that the Intermediary proves that a damage could have been avoided or reduced with proper notification.

7.5. The customer is asked to point out special needs or restrictions (e.g., mobility restrictions, allergies, pregnancy).

§ 8 Liability

8.1. Askania Travel is **not** liable for defects and damages that arise in connection with the mediated travel service, unless there is an express assurance by the Intermediary.

8.2. Own liability of the Intermediary for culpable violation of intermediary obligations (§ 651x BGB, § 675 BGB) remains unaffected.

8.3. Liability for intent and gross negligence as well as for damages from injury to life, body, or health is legally mandatory.

8.4. **Liability Limitation for Affiliate Mediation:** For services mediated via partner platforms (Travelpayouts, Check24, etc.), Askania Travel is only liable for the proper forwarding of the booking, not for the performance of the service.

§ 9 Right of Withdrawal

9.1. Consumers have a right of withdrawal according to § 355 German Civil Code (BGB).

9.2. **Withdrawal Period:** 14 days from the conclusion of the contract.

9.3. **Exceptions to the Right of Withdrawal** (§ 356 BGB):

- Digital content (Locals Community, Field Reports) if execution began before the end of the withdrawal period and the customer consented.
- Services (travel consulting, boutique planning) that have been fully performed if execution began with the express consent of the customer before the end of the withdrawal period.

9.4. **Withdrawal Declaration:** By email to info@askania-travel.de with the subject "Contract Withdrawal" or via the withdrawal form on the website.

9.5. In the event of effective withdrawal, services already provided must be compensated according to § 357 BGB.

§ 10 Data Protection

10.1. The processing of personal data is carried out in accordance with GDPR and BDSG (German Federal Data Protection Act).

10.2. **Data Deletion:** For efficient processing, customer data is stored for two business years (in accordance with GoBD and tax retention periods). After expiration, no separate deletion notification is provided. In the event of new data creation, the regular processing fee applies.

10.3. **Cookie Consent:** The website uses a cookie consent system according to TTDSG (German Telecommunications-Telemedia Data Protection Act). Technically necessary cookies are based on Art. 6 para. 1 lit. f GDPR. Optional cookies (YouTube, Social Media, Affiliate Tracking) only with express consent.

10.4. **Affiliate Tracking:** When booking via partner links, anonymous tracking data is transmitted to affiliate networks (e.g., Travelpayouts) to assign commissions.

10.5. Complete information: Privacy Policy at askania-travel.de.

§ 11 Special Regulations for Digital Content and Community

11.1. Access to the **Locals Community** (askaniatravel.locals.com) is subject to the terms of use there.

11.2. **Field Reports** and digital travel reports are protected by copyright. Commercial use without express permission is prohibited.

11.3. **Live Streams** (Twitch, Kick) are public events. Recordings may be used for marketing purposes.

§ 12 B2B Business Relationships

12.1. Separate conditions apply to corporate customers. Inquiries exclusively by voice message to the landline number or by company email.

12.2. The right of withdrawal does not apply to B2B contracts (§ 310 para. 1 BGB).

§ 13 Final Provisions

13.1. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention (CISG).

13.2. **Consumer Dispute Resolution:** Askania Travel does not participate in a dispute resolution procedure before a consumer arbitration board (§ 36 VSBG).

13.3. **Online Dispute Resolution:** The European Commission provides a platform for online dispute resolution: <https://ec.europa.eu/consumers/odr>

13.4. If a provision of these T&C is invalid, the validity of the remaining provisions remains unaffected.

13.5. Amendments to the T&C require written form.

ANNEX: MODEL WITHDRAWAL FORM

(If you wish to withdraw from the contract, please fill out this form and send it back.)

To: Askania Travel – André Spengler Maxim-Gorki-Straße 11 06333 Hettstedt Germany

Email: info@askania-travel.de

I/We () hereby give notice that I/We () withdraw from my/our () contract for the sale of the following goods () / for the provision of the following service (*):

Ordered on () / received on ():

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

(*) Delete as appropriate.

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