



## **General Terms and Conditions of Contract**

### **for Festival and Concert Tours**

**The following regulations govern the contractual relationship between you and Music & Culture / Music & Friends Italia di Rosa Innerlohinger when you conclude a package tour contract including the organization of a festival and/or concerts.**

#### **1. Conclusion of the package tour contract and additional services**

- a) Upon signing of the package tour contract form by you and its receipt by Music & Culture, you are deemed to have made a binding offer to Music & Culture for the conclusion of the package tour contract. At the same time, you also accept these General Terms and Conditions of Contract of Music & Culture. The package tour contract is concluded upon receipt of the package tour contract countersigned by Music & Culture di Rosa Innerlohinger.
- b) Should you list other tour participants taking part in the tour in addition to yourself, you shall be deemed to be acting on behalf and with the authority of the tour participants, with the tour participants also becoming contractual partners alongside you.
- c) All agreements and ancillary agreements must be recorded in writing. Any agreed upon special requests must be included in the package tour contract.
- d) Should you be interested in other services after concluding the package tour contract, Music & Culture will be happy to assist and act as an agent. However, in these cases, the activities of Music & Culture shall be exclusively limited to those of an agent. The contracts with the respective organiser/provider shall be concluded by you directly in your own name. Music & Culture shall not be liable for any service disruptions within the scope of your contractual relationship with the other provider/organiser.

#### **2. Payment of the tour price**

- a) After conclusion of the package tour contract and receipt of the secured payment certificate, a down payment of 25% of the tour price per participant must be made. At the latest 30 days before the start of the tour, the remainder of the tour price shall be due for payment, provided that the secured payment certificate has been received and Music & Culture can no longer withdraw from the contract due to the non-achievement of the minimum number of participants pursuant to Section 5.a.
- b) For bookings made less than 30 days before the start of the tour, the total tour price must be paid immediately after receipt of the secured payment certificate.

#### **3. Transfer of the contract**

- a) Within a reasonable time prior to the start of the tour, as the traveller, you may declare on a durable medium that a third party shall assume the rights and obligations under the package tour contract in lieu of you. The declaration shall be deemed to have been made in a timely manner so long as it is received by Music & Culture no later than seven days before the start of the tour.
- b) Music & Culture may object to such a transfer to a third person if they do not meet the contractual tour requirements.
- c) If a third party enters into the contract, the third person and you, as the traveller, shall be jointly and severally liable for the tour price and for the additional costs arising from the transfer to the third person.

#### **4. Withdrawal by the traveller prior to the start of the tour**

- a) You may withdraw from the tour at any time prior to its start by issuing a corresponding declaration to Music & Culture. For reasons of preserving evidence, this declaration should be made in writing or on a durable medium.
- b) In the event of withdrawal from the package tour contract, Music & Culture shall demand fixed compensation per registered participant, calculated on the basis of the period of time between the withdrawal and the start of the tour, anticipated savings on expenses of Music & Culture and anticipated earnings through other use of travel services. The amount of the fixed compensation shall be as follows:  
up to 45 days before the start of the tour: 25% of the tour price  
44 - 30 days before the start of the tour: 50% of the tour price  
29 - 15 days before the start of the tour: 75% of the tour price  
14 - 8 days before the start of the tour: 90% of the tour price  
7 - 0 days before the start of the tour: 100% of the tour price
- c) If you have already paid the tour price in full, Music & Culture shall refund you the difference after deduction of the fixed compensation (see 4.b) immediately, but in any case, within 14 days after your withdrawal.

## **5. Withdrawal by Music & Culture prior to the start of the tour**

- a) Music & Culture may withdraw from the package tour contract prior to its start if fewer than the minimum number of participants specified in the contract register for the package tour. Music & Culture shall declare its withdrawal within the period specified in the contract, but no later than 20 days prior to the start for tours of more than six days in length, seven days prior to the start for tours of at least two and no more than six days in length, and 48 hours prior to the start for tours of less than two days in length.
- b) Should Music & Culture be prevented from fulfilling the contract due to unavoidable, exceptional circumstances, Music & Culture may also withdraw from the package tour contract prior to the start of the tour. In such a case, Music & Culture shall be required to declare its withdrawal immediately after becoming aware of the reason for withdrawal.

## **6. Contractual services and changes (with the exception of the tour price)**

- a) The services to be provided by Music & Culture arise from the service description contained in the pre-contractual information as well as from the package tour contract and from any special agreements in writing.
- b) Music & Culture reserves the right to make unilateral changes to any conditions of the package tour contract other than those concerning the tour price, insofar as these become necessary following the conclusion of the contract and provided that such changes are insignificant, do not affect the overall arrangement of the booked tour and have not been caused by Music & Culture in bad faith. Music & Culture will inform you about the changes on a durable medium prior to the start of the tour.
- c) If for reasons occurring after the conclusion of the contract, Music & Culture is unable to provide the package tour unless a substantial change is made to an essential feature of the travel services or only in deviation from the specifications which have been given by you and which have become part of our contract, Music & Culture may offer you a corresponding change to the package tour contract prior to the start of the tour. You shall be required to accept the offered changes to the contract or declare your withdrawal from the package tour contract within a reasonable time. After expiry of this period, the offered changes to the contract shall be deemed accepted if you have not responded to the offer or have not responded within the reasonable time.
- d) Should you declare your withdrawal from the package tour contract, Music & Culture shall demand the following fixed compensation per registered participant:
- up to 45 days before the start of the tour: 25% of the tour price
  - 44 - 30 days before the start of the tour: 50% of the tour price
  - 29 - 15 days before the start of the tour: 75% of the tour price
  - 14 - 8 days before the start of the tour: 90% of the tour price
  - 7 - 0 days before the start of the tour: 100% of the tour price

If you have already paid the tour price in full, Music & Culture shall refund you the difference after deduction of the fixed compensation (see 6.d) immediately, but in any case, within 14 days after your withdrawal.

If you accept the offered changes to the contract and the package tour is not of at least the same quality as originally agreed, the tour price must be reduced.

If the newly agreed package tour is of the same quality but less expensive for the tour operator, Music & Culture shall reimburse you the difference.

## **7. Changes to the tour price**

- a) In the following cases, Music & Culture reserves the right to unilaterally increase the tour price up to 8% of the tour price:
- in the event that, after conclusion of the package tour contract, the prices for passenger transport should increase due to higher fuel or other energy costs,
  - in the event that, after conclusion of the package tour contract, taxes and other charges for agreed travel services, such as tourist tax, port or airport fees, should increase,
  - in the event that, after conclusion of the package tour contract, the exchange rates applicable to the package tour in question should change.
- Music & Culture shall notify you of the price increase on a durable medium (clear and understandable) by no later than 20 days before the start of the tour and inform you of how the price increase has been calculated.
- b) You may demand a reduction of the tour price if, after conclusion of the contract and prior to the start of the tour, changes should occur in the cases specified in 7.a., resulting in lower costs for Music & Culture. If you have already paid the tour price in full, the difference in the reduced tour price shall be reimbursed to you after deduction of the administrative costs actually incurred by Music & Culture. Upon request, Music & Culture shall provide you with evidence of the amount of administrative expenses.
- c) Should the increase of the tour price in the cases specified in 7.a. be greater than 8% of the tour price, Music & Culture can offer you a corresponding increase in the tour price by no later than 20 days before the start of the tour. You shall be required to accept the offered price increase or declare your withdrawal from the package tour contract within a reasonable time. After expiry of this period, the offered price increase shall be deemed accepted if you have not responded to the offer or have not responded within the reasonable time.
- d) Should you declare your withdrawal from the package tour contract, Music & Culture shall demand the following fixed compensation per registered participant:
- up to 45 days before the start of the tour: 25% of the tour price
  - 45 - 30 days before the start of the tour: 50% of the tour price
  - 30 - 15 days before the start of the tour: 75% of the tour price
  - 15 - 8 days before the start of the tour: 90% of the tour price
  - 7 - 0 days before the start of the tour: 100% of the tour price

If you have already paid the tour price in full, Music & Culture shall refund you the difference after deduction of the fixed compensation (see 7.d.) immediately, but in any case, within 14 days after your withdrawal.

## **8. Extraordinary termination without notice by Music & Culture**

Music & Culture may extraordinarily terminate the package tour contract without notice if you or individual tour participants cause lasting disruption to the execution of the tour despite a warning being issued by Music & Culture or act contrary to the contract to such an extent that the immediate termination of the contract is justified. In the event of termination, Music & Culture shall retain its entitlement to the full tour price; However, the value of the saved expenses as well as any benefits which Music & Culture obtains from any other use of services not utilised or credited to it by the service providers must be offset against the tour price.

## **9. Notification of tour defects**

- a) Music & Culture shall provide the tour package free from tour defects.
- b) However, if tour defects do occur contrary to expectations, you shall be obliged to notify Music & Culture of the tour defect immediately. Insofar as Music & Culture is prevented from providing redress as a result of a culpable failure on your part to make the required notifications, you shall not be entitled to claim a reduction or compensation.

## **10. Contractual warranty rights**

- a) In the event of a request for relief, Music & Culture may refuse the relief if the provision thereof is impossible or requires disproportionate expense, taking into account the extent of the tour defect and the value of the travel service concerned.
- b) Termination of the package tour contract in the event of a tour defect which significantly affects the package tour shall only be permitted if Music & Culture fails to remedy the tour defect within a reasonable time set by you, unless the provision of relief is impossible or requires disproportionate expense, taking into account the extent of the tour defect and the value of the travel service concerned.
- c) No compensation can be demanded due to a tour defect if the tour defect is caused by you or a tour participant, or if the tour defect is caused by a third person who is neither a service provider nor otherwise involved in the provision of the travel services included in the package tour contract, and if the tour defect may not have been foreseen or prevented by Music & Culture, or if the tour defect has been caused by unavoidable, exceptional circumstances.

## **11. Limitation of liability and crediting**

- a) For damages that are not physical injuries and that are not culpably caused, Music & Culture shall only be liable up to an amount of the tour price.
- b) If a particular travel service is governed by international conventions or legal provisions which are based on such conventions and according to which a claim for damages arises or can be asserted against the service provider only under certain conditions or subject to certain restrictions or if such a claim is excluded under certain conditions, Music & Culture may also rely on such conventions/provisions in its relationship with you.
- c) If you are entitled to compensation or reimbursement by Music & Culture of any amount overpaid as a result of a reduction, you must accept that the amount you may have received as compensation or reimbursement due to the same event as a result of a reduction in accordance with international conventions or pursuant to legal provisions based on such conventions or in accordance with Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 17, 55 of 28.02.2011, p. 1) shall be credited towards the compensation/reimbursement by Music & Culture to which you are entitled.

If you have already received compensation from Music & Culture, or if you have already been reimbursed by Music & Culture as a result of a reduction, you must have the amount you have received credited towards any compensation or reimbursement owed to you due to the same event as a result of a reduction in accordance with international conventions or pursuant to legal provisions based on such conventions or in accordance with the aforementioned Regulations.

- d) Music & Culture shall assume no liability for the loss of or damage to luggage, valuables or money in the luggage.

## **12. Travel insurance**

The tour price does not include travel cancellation insurance or insurance covering the repatriation costs in case of illness or accident. Music & Culture recommends that you take out such insurance.

## **13. Compliance with passport, visa and health regulations**

- a) If you are a national of a Member State of the European Union in which the tour is offered, Music & Culture will inform you about passport and visa requirements and health formalities prior to the conclusion of the contract, as well as any changes thereto prior to the start of the tour.
- b) However, please note that you shall be solely responsible for complying with these requirements and formalities, e.g., checking whether your passport or ID card is still valid, or ensuring that you apply for these documents in good time before you travel, or that you bring them with you on the tour. Any disadvantages that you may incur as a result of your non-compliance with the regulations (e.g., cancellation fees) must be borne by you, unless these are due to culpable misinformation or non-information on the part of Music & Culture.
- c) If you are a national of another country, you shall be required to obtain information about the passport and visa requirements and health formalities yourself, e.g., from the relevant consulate.

## **14. Assignment**

Claims against Music & Culture may not be assigned to third parties. This does not apply to accompanying family members or tour participants according to Section 1.b.

**15. Choice of law**

- a) The package tour contract and the contractual relationship between you and Music & Culture shall be governed by the law of the Republic of Italy.
- b) Notwithstanding this, if your habitual residence is abroad, you may rely on more favourable or mandatory consumer protection laws in your country.

**16. Place of jurisdiction**

- a) The court in whose district the registered office of Music & Culture is located shall have jurisdiction over any actions brought against Music & Culture.
- b) In the event that actions are brought against you, the court in whose district your place of residence is located shall have jurisdiction, unless you are a registered trader or you have relocated your place of residence or habitual residence abroad following the conclusion of the contract, or your place of residence or habitual abode is not known when the action is filed. In these cases, the place of jurisdiction shall be decided on the basis of the registered office of Music & Culture in Rimini.

**17. Data protection**

The personal data that you provide to Music & Culture is processed and used electronically on the basis of Italian and European data protection laws. Music & Culture wishes to draw your attention to its data processing information that Music & Culture has provided you with and which you can access at.

Please also note the Privacy Policy on the websites of Music & Culture: [www.musicandculture.it](http://www.musicandculture.it) and [www.musicandfriends.it](http://www.musicandfriends.it).

**18. Invalidation of individual provisions**

The invalidity of individual provisions of these General Terms and Conditions of Contract shall not result in the invalidity of the entire General Terms and Conditions of Contract or in the invalidity of the package tour contract.

**19. Organiser**

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