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Valid as of July 2020*



General Terms and Conditions of the Visitor Service of Fraport AG, Frankfurt Airport Services Worldwide

Valid as of July 2020

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1. General provisions

1.1 Applicability

These General Terms and Conditions (hereinafter “GTCs”) apply to contracts concluded between Fraport AG Frankfurt Airport Services Worldwide, 60547 Frankfurt am Main, Germany (in the following, “Fraport AG”) and a customer for an airport tour. These GTCs constitute part of every such contract concluded between a customer and Fraport AG and define their respective rights and obligations. Any individual agreements between Fraport AG and a customer (in the form of specific provisions or provisions of contracts) take precedence over these GTCs.

1.2 Liability

Fraport AG is fully liable in the event of loss of life, injury, or harm to health. Fraport AG is also fully liable for damage to property, financial losses, and reductions in the value of assets if these are the result of gross negligence or intentional actions or omissions. In all other cases, Fraport AG is only liable for culpable violations of obligations whose fulfillment is an essential prerequisite for properly providing the contracted services and compliance with which may typically be expected by the customer, with the liability being limited to repairing or compensating for damages of kinds that are foreseeable and typically associated with the contract. Liability under the German Product Liability Law and liability based on legal provisions that establish responsibility without culpability are exempt from this restriction.

Different terms apply to Terminal 3 tours that include going onto the visitor platform. These are included with the booking confirmations for these tours.

1.3 Other Provisions

The customer may only withhold payment based on counterclaims arising directly from this contract. The customer may only offset claims of Fraport AG against other claims if the latter are undisputed or have been upheld by a court of law.

Ancillary agreements and changes to these GTCs must be in writing unless otherwise agreed in these GTCs. This requirement also applies to the elimination or modification of this requirement that ancillary agreements and changes be in writing.

The place of fulfillment for the obligations of both parties is exclusively the premises of Frankfurt Airport. The place of legal jurisdiction for resolving any disputes arising from these GTCs shall be based only on this place of fulfillment.

Contracts are subject exclusively to the laws of the Federal Republic of Germany, while specifically excluding all provisions of the United Nations Convention on Contracts for the International Sale of Goods. In cases of dispute, the original German-language version of these GTCs shall be the basis for resolving them. No general terms and conditions of the customer’s own will be recognized.

Proceedings to resolve conflicts via a consumer protection agency or office are not recognized.

If individual provisions of these GTCs should be or become void or invalid, this shall not affect the validity of the other provisions. In such a case, the void or invalid provision shall be replaced with a valid provision that approximates the business intentions of the contractual parties as closely as possible.

1.4 Right of Cancellation

1. If you are a natural person and submit an order for a purpose that is not associated with a commercial business or self-employed occupation, you have a right of cancellation in accordance with the relevant legal provisions.
2. If you exercise your right of cancellation as described in number one, you must bear the usual cost of returning already received merchandise.
3. Apart from this, the rules detailed in the following apply to your right of cancellation.

Note on the Right of Cancellation for Consumers

You have the right to cancel this contract within 14 days after concluding it without explaining your reasons for doing so.

In order to exercise your right of cancellation, you must inform us of your decision to withdraw from the contract by making an unambiguous written declaration to this effect and sending it to us by ordinary mail (to Fraport AG Frankfurt Airport Services Worldwide, Corporate Communications/Visitor Service (UKM-KS), D-60547 Frankfurt am Main), email (to rundfahrten@fraport.de) or fax (to +49-69-690-53341).

In order to meet this deadline, it is sufficient to send notification that you are exercising your right of cancellation before the deadline has elapsed.

Consequences of Exercising Your Right of Cancellation

If you withdraw from this contract, we must refund without delay—at the latest within 14 days after the day on which your notification of withdrawal from the contract reaches us, all payments that we have received from you, including delivery costs (except additional costs incurred as a result of your choosing a mode of delivery other than the least expensive standard delivery option offered by us). We will use the same means of payment for making this refund as you have used for the original transaction, unless specifically otherwise agreed with you; in no case will any fees be charged to you for this refund. If you send merchandise back to us, we may refuse to make the refund until we have received the merchandise or you have provided proof that you have sent the merchandise back to us, whichever comes first.

You must send or return the merchandise to us without delay, and in no case later than within 14 days after the day on which you inform us that you are withdrawing from this contract. The deadline is considered met if you dispatch the merchandise before 14 days have elapsed.

You bear the directly incurred costs of returning the merchandise.

You are only liable to provide compensation for any loss of value of the merchandise if the loss of value has been caused by performing unnecessary actions to check the condition, attributes or proper functioning of the merchandise.

End of the note on the right of cancellation

2. Airport Tours

2.1 Conclusion of a Contract

A binding contract for an airport tour arises when Fraport AG sends a booking confirmation to the customer by email or ordinary mail.

2.2 Services

Fraport AG offers various airport tours. All of them include the following: narration of the tour by a qualified tour guide, provision of a suitable vehicle, and performance of the required security checks.

The service indicated in the booking confirmation is provided at the agreed time only. Fraport AG reserves the right to cancel the service at any time for reasons beyond its control, e.g. operational factors, force majeure, special security requirements or regulations, or bad weather (e.g. dense fog etc.). In such a case, the customer has no obligation to make payment, and any payments that have already been made will be refunded. However, Fraport AG cannot be held liable for damages in these cases.

2.3 Prices, Modes of Payment and Changes to Prices

The published individual prices apply. The indicated prices are final, include the applicable value-added tax and must be paid in full. Online payment can be made by credit card or PayPal. It is not possible to pay by check or to make advance payment.

Fraport AG reserves the right to change the published prices at any time. When this occurs, customers are immediately notified in writing. However, price increases only apply to booked services that are scheduled to be provided more than 14 days after such notification. If a price increase applies to a customer, he or she is entitled to withdraw from the contract by giving written notice without delay but no later than 14 days after the price increase was announced.

2.4 Delays, Cancellations and Cancellation Fees

Bookings purchased via the online shop of the Visitor Service, can only be refunded in the form of a voucher (for the amount of the cancelled tour's price).

2.5 Instructions

Instructions given by service personnel of Fraport AG must be followed. This applies especially in areas that are subject to tighter security. The airport user regulations must also be observed; these are posted in the terminals and online at www.fraport.com.

The currently applicable security instructions are included in the information sent with the booking confirmation. Compliance with them is an essential prerequisite for providing these services.