



***General Terms and Conditions  
Applicable to the Services  
Provided by the Visitor Service of  
Fraport AG, Frankfurt Airport  
Services Worldwide***

***Valid as of January 2023***

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# **1 General Provisions**

## **1.1 Applicability**

These General Terms and Conditions (in the following, "GTCs") apply to all 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 or a visit to a facility (Visitor Center or Visitors' Terrace). These GTCs constitute part of every such contract concluded between a customer and Fraport AG. They regulate the reciprocal actions and obligations of both sides. Any individual agreements diverging from these GTCs that are concluded between Fraport AG and a customer (in the form of specific provisions or provisions in contracts) take precedence over them.

## **1.2 Liability**

Fraport AG has unlimited liability for damages arising from loss of life, injury, or harm to health. Fraport AG also has unlimited liability 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 cases of mild negligence, Fraport AG is only liable for culpable violations of obligations if meeting them is an essential prerequisite for properly providing the contracted services and they may typically be expected by the customer, with liability being limited to compensation for damages of kinds that are foreseeable and typically associated with contracts of this kind. Liability for lost profits, indirect damages, and consequential damages is excluded. Liability under the German Product Liability Law (ProdHaftG) and liability based on legal provisions that establish responsibility without culpability are exempt from this restriction.

## **1.3 Other Agreements**

The customer may only withhold payment on the basis of 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 also applies to the elimination or modification of the requirement that ancillary agreements and changes be in writing.

The place of fulfillment for the obligations of both parties is exclusively Frankfurt Airport. The legal jurisdiction for resolving any disputes arising from these GTCs depends solely on this place of fulfillment.

This contract is subject exclusively to the laws of the Federal Republic of Germany while excluding the United Nations Convention on Contracts for the International Sale of Goods. Disputes must be resolved on the basis of the original German-language version of these GTCs. No general terms and conditions of the customer's own are applicable.

Proceedings for resolving 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 will not affect the validity of the other provisions. In such a case, the void or invalid provision must be replaced with a valid provision that approximates the business intentions of the contractual parties as closely as possible.

## **1.1 Right of Cancellation for Consumers in Connection with Online Bookings**

If you are a consumer, in other words a natural person, and make a booking for a purpose that is not related to a commercial business or self-employed occupation, you have the right to cancel it in accordance with the relevant legal provisions.

Apart from these exceptions, the following rules apply to your right of cancellation:

You have the right to cancel any booking made online up until the day of fulfillment of the booked service 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 emailing us an unambiguous written declaration to this effect (to [besucherservice@fraport.de](mailto:besucherservice@fraport.de)).

To meet this deadline, it is sufficient to send notification prior to it that you are exercising your right of cancellation.

### Consequences of cancelling

If you cancel this contract before the deadline for doing so, we will refund all payments already received from you without delay, at the latest within 14 days of the day on which we receive your notification that you are cancelling the contract. In no case will you be charged any additional fees for the refund.

## **2 Bookable Services**

### **2.1 Conclusion of a Contract**

A binding agreement on an airport tour or visit to a facility (Visitors' Terrace or Visitor Center) arises when Fraport AG sends confirmation of a booking to the customer by email.

### **2.2 Services**

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

In addition, Fraport AG offers visits to facilities (the Visitor Center and Visitors' Terrace). Exhibits (subject to availability) may be viewed and used there. Customers have no claim to additional services or exclusive use of the facilities.

The service indicated in the booking confirmation is provided only at the agreed time. Fraport AG reserves the right to cancel the service at any time for reasons that are beyond its control, such as airport operations, 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. Fraport AG cannot be held liable for damages in these cases.

### **2.3 Prices, Payment Modes, 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 without any deductions. Please visit our website for information on the possibilities for paying online.

Fraport AG reserves the right to change the published prices at any time. When prices are changed, the new prices apply as soon as they are published.

#### **2.4 Information on refunds in connection with online sales**

In the event of justified refunds on purchases made in the online shop of the Visitor Services, the purchase price is refunded via the same instrument that was used to make payment. Please note the applicable rules on cancellations (section 1.4 above).

The published prices are always those indicated on the website. If services are sold as part of a package (e.g. a visit to the Visitor Center plus a tour), there is no right to a partial refund. The entire published purchase price applies and must also be paid in full if the customer only uses part of a service package.

#### **2.5 Cancellations and Cancellation Fees for Special Programs**

When customized special programs or tours are booked via employees of the Visitor Service, they may only be cancelled free of charge until the end of the 10th workday prior to the day of the event. If a booking is cancelled nine or fewer workdays before the day of the event, cancellation fees will be charged for each booked group. In each case, the cancellation fee amounts to 60% of the group price applicable to the selected program or service (tour, Visitor Center, Visitors' Terrace). Cancellation fees must be paid in response to an issued invoice. Cancellations must be submitted by email (to [besucherservice@fraport.de](mailto:besucherservice@fraport.de)) and will not be confirmed.

Changes may be made to bookings until the end of the second workday after they were made. Changes made any later than that will be treated as cancellations and are subject to the above-mentioned cancellation fees.

#### **2.6 Cancellations, cancellation fees, tours, special rates for nearby residents**

Group bookings that have been made via employees of the Visitor Service and meet the published prerequisites for a discount within the scope of Fraport's support for the area around Frankfurt Airport may only be canceled free of charge until the end of the second day prior to the day of the event. Cancellations received the day before the event are subject to a fee of 100 euros for each booked group. Cancellations must be submitted by email to [besucherservice@fraport.de](mailto:besucherservice@fraport.de) and their receipt will not be confirmed. Later cancellations are not possible.

### **3 Instructions Given by Personnel**

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 can also be viewed online at [www.fraport.com](http://www.fraport.com).

Please consult our website for security alerts and information on any required hygiene measures.