

# General Terms and Conditions

## Offers of the Visitor Service of Fraport AG

### 1. General information

- 1.1 These General Terms and Conditions apply to all contracts relating to an airport tour offered by the Visitor Service of Fraport AG, Frankfurt Airport Services Worldwide [hereinafter "**Fraport**"] or a visit to a facility - Visitor Terrace and Visitor Center - to interested parties [hereinafter "**Customer**"].
- 1.2 These General Terms and Conditions are an integral part of the contract concluded between Fraport and the customer and can be viewed at [\[Fraport Visitor Service\]](#) at any time.
- 1.3 Unless explicitly stated otherwise, these General Terms and Conditions shall apply to all services between the contracting parties in connection with the contract.
- 1.4 Deviating provisions, including those contained in the General Terms and Conditions of the contractual partner, shall not apply, even if Fraport is aware of them and Fraport does not explicitly object to them.

### 2. Subject matter of the contract

- 2.1 Fraport offers various services for visitors to Frankfurt Airport.
- 2.2 In detail, these are
  - Various airport tours [\[Overview of tours\]](#)
  - Visitors' Terrace in Terminal 2 [\[Visitor Terrace\]](#)
  - Visitor Center in Terminal 1 [\[Visitor Center\]](#)
- 2.3 The airport tours include the following services, among others:
  - Moderation of the tour by a qualified tour guide
  - Provision of a suitable means of transportation
  - Carrying out the necessary security checks
- 2.4 A visit to the visitor terrace and the visitor center allows customers to view exhibits and observe the airport apron. The use of the exhibits is subject to availability and may vary.
- 2.5 The customer is not entitled to exclusive use of the facilities.
- 2.6 The detailed scope of the respective range of services is set out in the respective service descriptions, which can be viewed on the websites referred to in this Section 2.

### 3. Conclusion of contract

- 3.1 The customer submits a booking request for one of the services via the online booking portal of the website listed in section 2.2. This constitutes an offer to conclude a contract.
- 3.2 The customer is obliged to provide all necessary information regarding the names and characteristics of the participants (e.g. "full payer"; "reduced"; "accompanying person", ...) truthfully and completely when making the booking request.
- 3.3 As part of the booking request, the customer enters their data at using one of the payment methods offered and agrees to pay the applicable fee once their booking request is accepted by Fraport.
- 3.4 A binding contractual agreement on the visit to one of the facilities and services is concluded when Fraport sends the booking confirmation including the electronic tickets.
- 3.5 The booked service is due on the date stated in the booking confirmation. The customer is no longer entitled to the booked service after this date has passed.
- 3.6 In addition, "**individual bookings**" can be made via employees of the visitor service. In this case, the exact scope of services and the applicable fee must be set out in an individual service agreement. Otherwise, General Terms and Conditions apply.
- 3.7 In addition, individual **bookings** can be made via employees of the visitor service, who can use the information provided on the [website](#) "**Conditions of the Neighborhood Framework**" published on the Fraport website. In this case, the exact scope of services and the applicable fee must be set out in an individual service agreement. Otherwise, General Terms and Conditions apply.
- 3.8 Fraport reserves the right to cancel the booked service at any time for overriding reasons and to withdraw from the contract. Such overriding reasons include, but are not limited to
  - Special operational reasons
  - Force majeure
  - Special security situations and security regulations
  - Bad weather conditions such as heavy fog or similar.
- 3.9 In the event of cancellation by Fraport, the customer is released from his contractual obligation to pay the fee owed. Payments already made will be refunded to the customer within 14 days.
- 3.10 Claims for damages by the customer against Fraport due to cancellation for overriding reasons are excluded.

### Prices and payment methods

- 4.1 The individual prices published at the time of booking apply. These can be found on the corresponding website [\[Visitor Center / tours\]](#) at any time.
- 4.2 The visitors' terrace is free of charge for customers and can be visited during opening hours without prior booking .

Fraport is entitled to charge visits to the visitors' terrace in individual cases for separately designated events. In this case, the booking is made via the online booking portal in accordance with the provisions in Section 3; the individual price valid at the time of booking applies, as shown on the online booking portal.

- 4.3 The prices shown are final prices including the legally applicable VAT without deduction.
- 4.4 The payment options are shown on the website and available to the customer. For individual bookings within the meaning of sections 3.6 and 3.7, other payment options may also be agreed.
- 4.5 Fraport reserves the right to change its service prices offered for future bookings at any time. The charges shown at the time of booking apply to the customer. Subsequent price changes have no influence on existing bookings.

## 5. Rebooking and cancellation; no right of withdrawal

- 5.1 When booking any of the visitor services, these are contracts for the provision of services in connection with leisure activities on a specific date or period within the meaning of Section 312g (2) No. 9 BGB. In this respect, the customer has no statutory right of withdrawal, irrespective of any consumer status. Instead, the following cancellation conditions apply:
  - 5.2 The customer may rebook or cancel the service booking free of charge up to the start of the booked service without giving any reasons. Re-bookings and cancellations after the start of the booked service are subject to a charge, i.e. the customer's obligation to pay the agreed fee in accordance with Section 4 remains unaffected. Fraport will not refund any payments already made.
  - 5.3 Partial cancellation of service bookings (e.g. visitor center and airport tour) is not possible free of charge, i.e. the customer is not entitled to a partial refund of the fee paid in such cases.
  - 5.4 Cancellations and re-bookings must be sent by e-mail to [Besucherservice@fraport.de](mailto:Besucherservice@fraport.de). Cancellations will not be confirmed.
  - 5.5 Re-bookings are always subject to availability and therefore at the customer's own risk.
  - 5.6 In the event of a timely cancellation within the meaning of Section 5.2, Fraport will refund any payments already made to the customer within fourteen days using the payment method originally used. Fraport will not charge a fee for the refund.
  - 5.7 In the case of **individual bookings** made via Visitor Services employees (Section 3.6), the customer may only cancel free of charge up to 10 working days before the day of the booked service.
    - 5.7.1 If a cancellation is made less than 10 working days before the day of the booked service, the customer is obliged to pay a cancellation fee amounting to 60% of the agreed flat-rate fee for the individually booked service.
    - 5.7.2 Changes to individual bookings are dependent on the respective individual agreement. Under no circumstances is a rebooking possible within two working days before the day of the booked service. Such rebookings shall be deemed to be a chargeable cancellation by the customer with the corresponding payment obligations in accordance with Section 5.8.

- 5.8 In the case of **individual bookings** that meet the **conditions of the neighborhood framework** (Section 3.7), free cancellation by the customer is only possible until the end of the fourth working day before the day of the booked service.
- 5.8.1 If a cancellation is made less than 24 hours before the day of the booked service, the customer is obliged to pay a flat-rate cancellation fee of EUR 100 per booked group. The customer reserves the right to prove that the actual loss incurred is lower in individual cases.
- 5.8.2 Free rebookings are possible up to the end of the fourth working day before the day of the booked service. Subsequent rebookings shall be deemed to be a unilateral cancellation by the customer and are subject to the cancellation fees in accordance with Section 5.8.1.
- 5.9 Cancellation fees pursuant to Sections 5.7.1 and 5.8.1 shall be paid exclusively by invoice, irrespective of the method of payment provided for the original booking.
- 5.10 Cancellations in accordance with sections 5.7 and 5.8 must be sent by e-mail to [Besucherservice@fraport.de](mailto:Besucherservice@fraport.de) and will not be confirmed.
- 5.11 Provided that a timely, i.e. free-of-charge, cancellation within the meaning of Section 5.7 or 5.8 is made, Fraport will refund any booking fees already paid to the customer within fourteen working days to the means of payment originally used. Fraport will not charge a fee for the refund.

## 6. Instructions

- 6.1 The customer must follow the instructions of Fraport's support staff, security personnel and other airport employees.
- 6.2 This obligation applies in the security areas of the airport premises.
- 6.3 In addition, the A general airport regulations and the airport user regulations apply. These are posted in the airport buildings (terminals) and on the Internet [\[guidelines\]](#) published.

## 7. Liability

- 7.1 Fraport assumes no liability whatsoever for persons traveling on the premises of Frankfurt Airport, unless Fraport is legally liable as the airport operator.
- 7.2 Fraport is liable without limitation for property damage and financial loss in cases of intent and gross negligence. Otherwise, Fraport shall only be liable in the event of culpable breach of such obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely, whereby liability is limited to compensation for foreseeable damage typical of the contract. Damage of a maximum of 5,000€ shall be deemed typical for the contract and foreseeable. Liability under the Product Liability Act remains unaffected, as does liability under statutory provisions which provide for liability even in the absence of fault.
- 7.3 In the event of culpable damage to the contractual objects, the premises, the fencing around the premises and other facilities on the premises of Frankfurt Airport attributable to Fraport by the customer or persons subject to supervision within the customer's sphere of influence, such as children, the customer is obliged - to the extent permitted by law - to reimburse Fraport for the costs incurred as a result. Legal exculpation is excluded.

- 7.4 Customers bring their own items (valuables, cash, wardrobe and other items) into the premises, means of transportation (e.g. round-trip buses) and other areas and facilities attributable to Fraport at their own risk. Fraport is not liable for loss or damage.
- 7.5 Fraport assumes no responsibility for the guarding and supervision of items brought in by the customer during the period of the booked services and beyond, if the customer is on the premises of Frankfurt Airport.
- 7.6 In the event of failure of any facilities, operational disruptions or other events affecting the service booking, Fraport shall only be liable if these events can be proven to have been caused by Fraport or its vicarious agents intentionally or through gross negligence.

## **8. Data protection**

Fraport will electronically store and process the data received while performing the contract. In the case of personal data, this is done in accordance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation.

The information for data subjects pursuant to Art. 13, 14 GDPR is available at <https://www.fraport.com/de/konzern/datenschutz.html> is available.

## **9. Offsetting and right of retention**

- 9.1 The customer may only offset claims of Fraport arising from the performance of the contract or the use of the services offered against such claims that are undisputed or have been legally established.
- 9.2 The customer may only assert a right of retention against Fraport's claims based on legally established or undisputed claims.

## **Final provisions**

- 10.1 These General Terms and Conditions are an integral part of the contract for the use of the services offered.
- 10.2 Ancillary agreements, amendments and addenda to these General Terms and Conditions and to the contract for the use of services must be made in writing. This also applies to any waiver of this written form requirement.
- 10.3 The invalidity or ineffectiveness of one or more provisions of the General Terms and Conditions shall not affect the validity of the remaining provisions. The parties are to replace an invalid provision with a valid provision that comes as close as possible to the invalid provision.
- 10.4 The place of performance is Frankfurt am Main. If the customer is a merchant within the meaning of the German Commercial Code, the place of jurisdiction for disputes arising from and in connection with this contract shall be Frankfurt am Main.
- 10.5 As far as a choice of law is permissible, the contracts subject to these General Terms and Conditions shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

- 10.6 The contract language is German.
- 10.7 The European Commission provides a platform for online dispute resolution (OS) at Online Dispute Resolution | European Commission (europa.eu). The Fraport e-mail address is: info@fraport.de.
- 10.8 Fraport is not legally obliged to participate in a procedure for alternative dispute resolution by a consumer arbitration board and does not currently participate in such a procedure.

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Website: [Visitor services](#)

E-Mail: [Besucherservice@fraport.de](mailto:Besucherservice@fraport.de)

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