

Terms and Conditions

Contract

The customer offers a contract of carriage to Optima Tours GmbH (Optima) with his order. Ordering is possible through the electronic OT reservation system or in written form by filling out a printed order form and sending it by fax or by post. Ordering is done by the applicant and applies for all listed participants. The applicant/customer is bound to his offer 14 days after ordering. The contract is sealed by Optima through the confirmation of the booking, which is forwarded by fax or sent by post to the customer or to the mediating travel agency immediately after being processed. The booking confirmation through the OT booking system can be sent by e-mail to the address provided by the customer.

Payment

A deposit of 50€ is to be paid within a period of 7 days after the booking confirmation. If it is specified in the OT booking system, the deposit can also be paid by a direct debit authorisation or online by credit card. The rest of the fare must be paid no later than 21 days before the journey begins to the following bank accounts of Optima:

Postbank, IBAN: DE86 7001 0080 0384 7698 05, BIC: PBNKDEFF

Münchener Bank, IBAN: DE24 7019 0000 0001 3655 76 BIC: GENODEF1M01

Stadtsparkasse München, IBAN : DE08 7015 0000 1004 1423 76, BIC : SSKMDEMXXX

The whole fare is to be paid within three days to the bank accounts above if booking at a short notice with fewer than 21 days before the journey begins, unless Optima asks the fare to be paid in cash at the loading terminal of the booked journey.

Not paying the (rest of the) fare does not mean an automatic cancellation of the booking (see paragraph 5). Optima is not liable for incomplete, delayed or neglected processing and forwarding of the bookings, changes in booking or cancellation by a mediating travel agency. The same is true for payments which contrary to paragraph 2 were not directly made to Optima.

Services

The extent of the agreed services and obligations follows from the service description in the catalogue and the information on the homepage as well as the information on the journey application and its confirmation. Any further side agreements or special requests are required to be in written form. Optima reserves the right to make changes in the catalogue due to legitimate and unforeseen reasons. The customer is informed about these changes through the homepage.

Changes in Service and Pricing

The information on the course, duration of the journey and the loading/unloading terminals were defined after careful planning. Necessary changes and deviations in the individual journey services/obligations from the agreed content of the contract of carriage are possible, as long as they are not substantial and do not compromise the whole journey. If there are more than 4 months between the sealing of the contract and the agreed beginning of the journey, Optima reserves the right to make changes in the fee in case of a rise in the carriage costs or in the costs of certain services, in the extent as to how the changes in the overall price affects the fare per person.

In case of a belated change in the fare, Optima is to inform the customers immediately, no later than 21 days before the journey begins. Fare changes from this moment are not admissible. The customer has the right to withdraw from the contract gratuitously if the fare change is more than 5% of the price or in case of a substantial change in one of the carriage services/obligations.

Withdrawal of the Customer

The customer can withdraw from the contract at any time. Optima's access to the statement of withdrawal is decisive. For evidential purposes, a written statement is advised. Not paying the fare is not a statement of withdrawal. If the customer withdraws from contract or does not take up the journey, Optima can demand a

reasonable general compensation for the arrangements and expenditures already made. This compensation is before the journey begins:

up to 3 weeks €50.-
up to 2 weeks 25 %
up to 1 week 40 %
less than a week 80 %
Not taking up the journey 100 %
proportionate to the fare paid by the customer. Optima and the customer reserve the right to prove a higher or lower loss. A refund of the already made payment is only possible by presenting the unused original ticket.

Tickets bought during a rebate period will be charged with 100% cancellation fees in case of withdrawal.

Rebooking

If the customer demands a change in the booked services/obligations after the contract is sealed no later than 30 days before the journey begins, a 25€ fee is charged. Later rebookings can only be processed as withdrawals and new applications.

Replacement Passenger

The passenger can replace himself by a third person, as long as the special travel requirements are met and there are no law requirements and regulatory instructions against it.

Withdrawal from Contract or Cancellation by Optima
Optima can withdraw from contact before the journey begins or cancel the contract after the journey has started in the following cases:

if the rest of the payment by customer under paragraph 2 is not made no later than 21 days before the journey begins to Optima. The customer does not have a claim for such a cancellation.
without complying with a time limit, if the passenger interferes with the execution of the journey lastingly or if the passenger behaves in such a manner that an immediate revocation of the contract is justifiable.
not reaching a minimum booking of 25 motorcars per train 2 weeks before the journey begins.
Extraordinary Circumstances
If the journey is complicated, endangered or interfered with by force majeure, natural disasters, strikes, crises or official orders after the contract is sealed, both parties can cancel the contract of carriage. Optima can demand a reasonable compensation for travel services which were already made or need to be made in order to end the journey.

Liability of Optima

Optima is liable in the extent of duty of care for the precise preparation of the journey, for the careful selection and control of the service providers as well as for the negligence of the persons entrusted with providing the service.

Limitation of Liability

Optima is liable for breach of duty of itself or of vicarious agent -with the exception of bodily injuries- within the framework of the legal regulations only in case of intent or gross negligence.
Optima is not liable for breach of duty associated with services/obligations which are only mediated as external services, as long as these are indicated as such in the catalogue.
In unforeseen events of force majeure (strike, natural disaster, route blockages, official measures etc.) or not imputable actions of a third party (break and entry in the waggons or vehicles, vandalism, etc.) are claims of the customer against Optima for compensation or repayment of the fare out of question. Items carried by the customer in the vehicle or in the compartments are transported at customer's own risk.
The customer is liable for the damages to his self, to the railways, to Optima or to a third party originating from his lack of compliance with the tasks listed in the general information and notes, especially the compliance with the loading measurements.
The customer is liable for the costs of a train delay arising from his own fault (eg. opening the waggons because the customer forgot important items in the vehicle).
The customer is liable for all damages originating from neglected, incorrect or incomplete information in the order form, provided that he is responsible for it.
Compensation claims against Optima are out of question

in so far as the transporting railways are liable against the registered keepers of the vehicles and the passengers due to the convention of the international railways (COTIF/CIV) on 09.05.1980.

Customer's Duty to Co-operate

The customer is obligated to comply with the tasks listed in the general information and tips. This is especially true for the compliance with the necessary ground clearance of 15 cm. He is obligated to collaborate in the context of the statutory regulations (§254 BGB) in order to avoid damages or to keep them low. Clearly recognisable damages happened to the vehicles during the transport are to be reported to the railways or to Optima immediately after recognition at the unloading station. It is necessary to demand an accident report or a report of damage. Presenting these documents required for compensation of the damages.

Passport and Visa Regulations

Optima is required to inform German nationals about passport and visa regulations. Nationals other countries can obtain this information from their relevant consulates. Every customer is responsible for the fulfilment of the governmental requirements, customs and health regulations as well as the procurement of the necessary travel documents. Customers without the necessary documents will not be accepted for transport and they are to bear the drawbacks of this themselves.

If the journey becomes impossible for a customer due to these reasons, Optima can claim compensation under paragraph 5 of the transport conditions.

Wird die Fahrt für den Kunden aus einem solchen Grund unmöglich, hat Optima Anspruch auf eine Entschädigung gemäß Ziffer 5 dieser Beförderungsbedingungen.

Invalidity of the Clauses

Invalidity of certain clauses of the transport contract or the transport conditions does not mean the invalidity of the contract as a whole.

Law, Court of Jurisdiction

The interpretation of these transport conditions, transport contract as well as all claims against Optima from this contract conform with the German law. The court of jurisdiction for customer's complaints* against Optima is Munich. For the complaints of Optima against the passenger is the place of residence of the customer is decisive, unless the plaintiff is against businesses.

Insurance Security Information

Optima recommends to take out necessary insurances (travel resignation costs, car transporter damages during loading, journey and unloading, break and entry damages) in order to minimise the risks and costs associated with withdrawal or transport. This insurance must be taken out no later than 7 days after sealing the contract.

Note: This translation of terms and conditions is a service of Optima Tours GmbH. In case of a conflict of interpretation, the German original is the valid one.