

General Terms and Conditions (GTC)

Absolute Touring GmbH

(Status: January 2026)

§ 1 Offers and Conclusion of Contract

1. The offers of Absolute Touring GmbH and its affiliated companies are non-binding and subject to change.
2. A contract is only concluded upon written or electronic confirmation of the order by Absolute Touring GmbH. Oral or telephone agreements require written or electronic confirmation to become effective.

§ 2 Scope of Services

1. The scope of contractual services is determined exclusively by the written confirmation issued by Absolute Touring GmbH.
2. Unless expressly agreed otherwise, the service includes the provision of a vehicle of the agreed type with driver, as well as the execution of the transportation.
3. The following are not included in the scope of services:
 - supervision of passengers,
 - custody or supervision of luggage, personal belongings or other items of passengers,
 - assistance with loading and unloading, unless expressly agreed.

§ 3 Prices and Payment

1. The prices agreed at the time of contract conclusion apply.
2. Unless otherwise agreed, payments shall be made in accordance with the payment schedule stated in the order confirmation.
3. All prices are exclusive of the applicable statutory value added tax, unless otherwise stated.

§ 4 Withdrawal / Termination by the Customer

1. If the customer cancels the contract or does not make use of the service, the obligation to pay the agreed remuneration remains in principle, unless the cancellation is due to circumstances for which Absolute Touring GmbH is responsible.
2. Absolute Touring GmbH must credit any expenses saved as well as any benefits obtained from alternative use of the vehicle.
3. In the event of cancellation – unless a higher or lower actual loss is proven – the following flat-rate charges apply, calculated on the agreed remuneration (including statutory VAT, where applicable):
 - up to 60 days before the start of the trip: 20%,
 - up to 20 days before the start of the trip: 40%,
 - from 19 days before the start of the trip: 60%,
 - from 1 day before the start of the trip or in case of "no-show": 100%.
4. For services booked in advance with third parties (e.g. ferries, hotels, admission tickets), higher costs may arise due to deviating cancellation deadlines; these will be charged separately.

§ 5 Withdrawal / Termination by the Carrier

1. Absolute Touring GmbH may terminate the contract if an important reason not attributable to it makes the execution unreasonable. Such reasons include, in particular, force majeure (war, civil unrest, epidemics, extreme weather or road conditions, border closures, roadblocks).
2. If a vehicle becomes unavailable through no fault of Absolute Touring GmbH (e.g. accident, technical defect despite proper maintenance), Absolute Touring GmbH will make every reasonable effort to provide an equivalent replacement vehicle. If this is not possible due to the aforementioned reasons or lack of availability, both parties shall be released from their obligations from the time of the breakdown.
3. Should any staff member involved in the tour – for example, a driver – be unable to work due to illness or for another reason beyond the control of Absolute Touring GmbH, the company will endeavor to arrange an immediate replacement. However, there shall be no claim for damages due to such staff absences.
4. Absolute Touring GmbH is entitled to remuneration for services already rendered according to the agreed or customary rates. Necessary and reasonable additional costs shall be borne by the customer.

§ 6 Liability

1. For property damage occurring during transportation, Absolute Touring GmbH is liable in accordance with § 23 German Passenger Transport Act (PBefG) up to EUR 1,000 per person, unless the damage was caused intentionally or by gross negligence.
2. Otherwise, the liability of Absolute Touring GmbH for breaches of contractual obligations – regardless of the legal basis – is limited to three times the carriage price, unless intent or gross negligence is involved.
3. Liability for negligent breach of essential contractual obligations remains unaffected; it is, however, limited to the foreseeable, typical damage.
4. Claims arising from tortious liability outside the contractual relationship remain unaffected by these limitations.
5. Any further liability – in particular for damage to items not handed over for transport (§ 2 para. 3) – is excluded.
6. Complaints that do not relate to the agreed transportation service (carriage of passengers from the agreed place of departure to the destination) do not constitute defects in the legal sense. Issues concerning comfort, equipment or ancillary circumstances that do not impair the transportation itself do not entitle the customer to reduction, termination or damages.

§ 7 Place of Jurisdiction

The place of jurisdiction for all disputes arising from the contract is Mönchengladbach, provided that the customer is a merchant, a legal entity under public law, or a special fund under public law.

§ 8 Applicable Law

The law of the Federal Republic of Germany applies. Mandatory consumer protection provisions of the state in which the consumer has their habitual residence remain unaffected.