

General terms and conditions and terms of use for the Bodensee Card PLUS



Dear Customer,

The special services and benefits included in the range of services available through the Bodensee Card PLUS are provided to you by the relevant service partners to make your trip to Lake Constance an unforgettable experience. Clear agreement on the mutual rights and obligations, which are defined in the following terms of use, shall help contribute to this. Please read these terms of use carefully prior to using the card and the associated services.

1. Position of the parties; entering into the agreement

1.1 Subject to the purchase of a Bodensee Card PLUS, Internationale Bodensee Tourismus GmbH (hereinafter 'IBT') shall undertake to provide the cardholder with the services and benefits of the respective service providers as specified in the service descriptions in the 'Lake Constance Trip Planner' brochure. Insofar as the cardholder purchases the Bodensee Card PLUS from a service provider, a local tourist office or another point of sale, the latter party shall act solely as an agent of IBT in entering into the agreement and shall hence constitute neither a contractual partner of the cardholder nor a contractual agent.

1.2 Upon or immediately after entering into the agreement, the cardholder shall receive a copy of the confirmation of the agreement in a format that is suitable for long-term storage. The cardholder shall receive a printed copy of the confirmation of the agreement if the agreement is entered into in the simultaneous physical presence of both parties to the agreement or off-premises (Section 312b of the German Civil Code [BGB]). In the latter case, another format that is suitable for long-term storage may also be used with the cardholder's consent.

1.3 The services specified in the Lake Constance Trip Planner shall be provided to the cardholder exclusively by the respective service providers listed in the Lake Constance Trip Planner. By purchasing the Bodensee Card PLUS, the cardholder shall be entitled to the services and benefits provided by the respective service providers to the extent of the service descriptions of the services and benefits in the Lake Constance Trip Planner.

1.4 Solely the cardholder or the accompanying persons specified in accordance with the service description shall be entitled to use the card.

1.5 In addition to these terms of use, the service relationship between the cardholder and the service provider shall also be subject to the terms and conditions of the respective service provider insofar as these have become effective terms of the agreement pursuant to legal provisions and do not conflict with these terms of use.

1.6 Vouchers shall be issued by IBT in the online shop at bodensee.eu and at the various points of sale. When purchasing a voucher, the purchaser shall specify the respective voucher type (adult or child, three or seven days). It shall not be possible to change the voucher type subsequently. The value of the voucher shall correspond to the purchase price of the voucher type selected at the time of purchase. When redeeming the voucher, should the purchase price of the selected Bodensee Card PLUS be higher than the value of the voucher, the difference for the purchase of the respective Bodensee Card PLUS must be paid (see point 2.7). Insofar as AVS GmbH shall be involved in the issuance of vouchers, it shall act in the name and on behalf of IBT.

2. Services; vouchers

2.1 The nature, extent, prices and conditions of the services that the cardholder is entitled to shall be exclusively based on the respective service description in the Lake Constance Trip Planner valid at the time of purchase of the Bodensee Card PLUS and issued along with the card to the cardholder.

2.2 The service partners shall only be obliged to provide services in accordance with their general terms and conditions, that is, with regard to the advertised times for the provision of the service, opening hours and general conditions for the provision of the service (for example, weather conditions) in particular.

2.3 The working hours of some of the service providers, primarily due to weather and seasonal conditions, shall not extend to the entire period of validity of the Bodensee Card PLUS. In this respect, the extent of the service shall be limited to the respective service partner's current and usual working hours.

2.4 Ferry services shall be based on scheduled routes according to timetable and not on special events or special services.

2.5 Tourist offices, system operators or other third parties shall not be entitled to give guarantees, enter into agreements or provide information that differs from or contradicts the advertised services of the service partner.

2.6 Insofar as the services that are available due to the purchase of the card are described in other promotional materials (lodging directories, brochures, catalogues and websites) in a manner that differs from the respective valid service description in the Lake Constance Trip Planner, the respective service description for the use of the card shall apply exclusively to the use of these services by the cardholder. This shall apply in particular insofar as the service description for the use of the card differs from other such service descriptions. Claims against IBT or the respective service providers shall not be justified by such promotional materials.

2.7 Vouchers can be redeemed by entering the respective voucher number in the specified field in the online shop at bodensee.eu as well as at all points of sale of the Bodensee Card PLUS. The redemption of the voucher shall then be confirmed and reported during the payment process. The voucher can only be redeemed for the purchase of the Bodensee Card PLUS type for which the voucher was issued (adult or child, three or seven days). It shall not be possible to change the voucher type or to issue a cash payment in the amount of the voucher. Since the value of each voucher shall correspond to the price of the Bodensee Card PLUS type selected at the time of purchase of the voucher, there shall be no outstanding balance left on the voucher. Consequently, no provision shall be made for an outstanding balance. In the event of an increase in price of the Bodensee Card PLUS (e.g. for the new season), the outstanding balance shall be displayed during the redemption process. This amount can be settled in the online shop or at the respective point of sale using the available payment methods. In the event of loss, theft, misuse or damage, IBT shall not be liable for the available balance on the voucher if the available balance can no longer be determined. Consequently, IBT shall not provide any compensation. Vouchers shall be transferable. The person presenting or redeeming the voucher shall be deemed to be authorised to do so. IBT shall not be obliged to check the eligibility of the person redeeming a voucher beyond checking the validity of the voucher number. The voucher holder shall be responsible for ensuring that the voucher or voucher number does not come into the possession of an unauthorised party.

3. Service providers' right to withhold provision of the service

3.1 The Bodensee Card PLUS shall entitle the cardholder to the services specified in the service description in the Lake Constance Trip Planner solely in accordance with the legal provisions and the general availability of the services.

3.2 Service providers shall have the general legal right to withhold provision of the service. In particular, they shall be entitled to withhold provision of the service in specific cases if there are objective reasons for not providing the service. This shall apply in particular insofar as the cardholder or accompanying persons entitled to use the services do not fulfil the necessary conditions for the use of the services (such as equipment, health and check-in times).

4. Withdrawal by the cardholder; obligations of the cardholder

4.1 The cardholder may withdraw informally from the agreement entered into with IBT at any time until the start of the trip. The effective date shall be the date that IBT receives the notification of withdrawal.

4.2 Should the cardholder withdraw from the agreement, IBT shall cease to be entitled to the agreed purchase price regarding the Bodensee Card PLUS. However, IBT may claim reasonable compensation, the amount of which shall be based on the purchase price less the value of the saved expenditures of IBT and less what IBT shall acquire through other use of the contractual services.

4.3 If the Cardholder does not show up to a reservation made in advance with the Service Provider, a lump-sum liability (e.g. cancellation fees) of the IBT does not come into consideration.

4.4 IBT may not claim compensation in the event of unavoidable, exceptional circumstances at the destination or in its immediate vicinity that significantly affect use of the Bodensee Card PLUS. Circumstances shall be unavoidable and exceptional if they are not under the control of the party that induces them and their consequences would have also been unavoidable had all reasonable precautions been taken.

5. Validity of the Bodensee Card PLUS

5.1 The validity of the Bodensee Card PLUS shall depend on the selected card type for the period in which the card services may be used and on the respective seasonal edition of the card (summer or winter edition) for the season in which it may be used. In this respect, the limitations specified in the Lake Constance Trip Planner shall apply.

5.2 The card shall only be valid for the season for which it has been purchased and consequently shall not be transferable to the next season.

5.3 In the event of non-use of the card, a refund or reduction of the card fee shall be excluded, unless the non-use shall be due, in full or in part, to the culpable breach of the contractual obligations by IBT.

6. Obligations and liability of the cardholder

6.1 The Bodensee Card PLUS shall not be transferable and shall only be valid in conjunction with valid photo identification. It may only be used by the person specified on the card.

6.2 The cardholder shall be obliged to present the original Bodensee Card PLUS and submit it to the service provider for electronic or visual inspection prior to entering into the respective individual agreement for use of the service.

6.3 The cardholder shall be obliged to present valid photo identification upon request. Should the cardholder not be able to do so, the service provider may withhold provision of the service.

6.4 In the case of age-related services and benefits for the cardholder or their eligible relatives, the service provider may request appropriate proof of age.

6.5 In the event of theft or loss of the Bodensee Card PLUS, the cardholder shall be obliged to immediately report this incident on +49 (0)7531 909499 and shall not be entitled to the issue of a new card free of charge.

6.6 The cardholder shall be liable to IBT and the service providers for damages arising from misuse of the Bodensee Card PLUS by the cardholder in full or in part.

6.7 The cardholder shall be obliged to immediately notify IBT of any defect that may occur. Should the cardholder fail to immediately notify IBT of the defect, the cardholder's entitlement to a reduction of the card fee in accordance with Section 651 of the BGB and to damages in accordance with Section 651n of the BGB shall lapse, unless the failure to notify IBT of the defect shall be through no fault of the guest.

7. Liability of IBT

7.1 The contractual liability of IBT for damage that does not constitute physical injury shall be limited to three times the purchase price of the Bodensee Card PLUS insofar as the damage to the cardholder has not been intentional or due to negligence.

7.2 Should international agreements or legal provisions based on such agreements, according to which a claim for damages against the service provider shall arise or be asserted only in certain conditions or within certain limitations, or shall be excluded in certain conditions, apply to a service of the service provider, IBT may also refer this to the cardholder.

8. Limitation period for claims; validity of vouchers

8.1 The limitation period for contractual claims by the cardholder shall be two years. The limitation period shall commence on the day that the cardholder's Bodensee Card PLUS becomes invalid.

8.2 The validity of vouchers is three years, starting from the date of issue of the voucher.

9. Data protection

9.1 IBT shall collect, process and store all personal data provided by the cardholder exclusively in accordance with the provisions of German data protection law.

9.2 The use of the cardholder's personal data shall be required to process the agreement entered into with the cardholder. Any other use shall require the cardholder's express consent. Please refer to the IBT Privacy Policy at www.bodensee.eu/en/service/privacy-policy for detailed information on the data collected and its respective use.

10. Prices; payment terms

10.1 Unless otherwise agreed, the prices applicable on the day that the agreement is entered into and available on our website at www.bodensee.eu shall apply. Payment terms shall be 14 days after the invoice date.

10.2 Generally, payments in the IBT online shop may be with Visa, MasterCard, PayPal, Klarna Pay Later or Sofortüberweisung (direct debit). The card shall be charged when the Bodensee Card PLUS is dispatched. In the event that the Bodensee Card PLUS is ordered by email, payment shall be in advance.

10.3 Customers having a domicile outside Germany may pay with Visa, MasterCard or Sofortüberweisung. In the case of international payments, any fees incurred shall be borne by the customer.

10.4 The customer shall only have set-off rights if their counterclaims are legally established, undisputed or recognised by IBT in writing. The customer shall only be entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

11. Applicable law and place of jurisdiction

11.1 German law shall apply exclusively to the entire legal relationship between the cardholder and IBT.

11.2 The cardholder that is not a consumer may only institute legal proceedings against IBT at IBT's registered address. In the case of legal proceedings against cardholders that are traders, legal entities according to public or private law, or persons that do not have a domicile or habitual residence in the country of IBT's registered address, or whose domicile or habitual residence is not known at the time that the legal proceedings are instituted, IBT's registered address shall be the agreed place of jurisdiction.

11.3 The above provisions shall not apply if the legal or contractual relationship between IBT and the cardholder is subject to non-mandatory provisions of the European Union or other applicable international provisions that otherwise benefit the cardholder.

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