Terms of Use

For Booking Travel Services

via the online booking tool of Lufthansa Aviation Training GmbH

1. **Scope**

These terms of use apply to all bookings of travel services by the customer via the online booking tool of Lufthansa Aviation Training GmbH (“LAT”) unless otherwise agreed to between the parties.

The general terms and conditions of the customer do not apply even if LAT does not expressly object to them.

For the purposes of these terms of use, customers are both consumers as well as entrepreneurs according to sections 13 and 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB).

1. **Conclusion of the Agreement**

The customer has the option of booking, changing, and canceling their travel services in LAT service provider via the LAT online booking tool.

For a booking, the customer submits the corresponding request via the online booking tool and subsequently receives a notification that indicates whether the request has been declined or confirmed. No agreement exists between the customer and LAT until a confirmation is issued.

LAT, which will relay the customer’s booking to the service provider, becomes the contract partner of the service provider.

1. **Prices and Payment Terms**

When booking, the customer will be shown a contract price in euros or swiss franc (€ or CHF). If they request a booking and this is confirmed by the service provider, the price shown during the booking (excluding additional services) shall apply.

If no corresponding service at the rate shown is available during the requested time period (e.g. because it is during a trade show), a new price will be relayed to the customer, who can then accept or reject it. If the customer fails to act, the option of the newly offered price will automatically expire after 24 hours.

The services booked as well as additional services associated with them must be paid for by the customer after the invoice has been issued by LAT.

In addition, the terms of the framework agreement between the customer and LAT shall likewise apply.

If, in exceptional cases, the customer is assigned a self-paying status by LAT, the invoice of the service provider must be paid by the customer on-site.

1. **Terms of Cancellation**

If the customer needs to cancel or make changes to the provided service, it is the customer’s responsibility to do so via the online booking tool.

In order to avoid hotel cancellation costs, cancellations should be made via MySim before 12:00 p.m. of the day of arrival. Cancellation fees of reserved transportations are based on the respective provider which is noted under “View price list” in MySim.

Costs that may arise as a result of a cancellation must be paid by the customer after an invoice has been issued. The payment method contractually agreed to between the customer and LAT shall likewise apply here.

1. **Obligations of the Customer**

The customer must promptly make all changes and cancellations via the online booking tool.

The customer must acquaint themselves with the applicable terms of the respective provider and comply with them.

1. **Rescission and/or Cancellation by LAT/Partner Hotel**

Only in exceptional cases may LAT rescind a booking that has already been confirmed. This is the case if the service provider can no longer comply with the booking due to, for example, force majeure, circumstances beyond their control, travel services booked under misleading or false information, or if the partner hotel has a well-founded reason to believe that the utilization of the service may jeopardize the smooth operation of the business, the safety, or the public reputation of the service provider that cannot be attributed to the actions of the service provider.

1. **Liability of LAT**

LAT’s liability in the case of intent or gross negligence as well as in the case of a guarantee is unlimited. LAT’s liability in the case of minor negligence resulting in loss of life, physical injury, or damage to health is likewise unlimited. In the case of a breach of significant contractual obligations due to minor negligence, liability is limited to the material damage and financial loss in the amount of the predictable damage and loss that can typically be expected to occur. A principal contractual obligation is the obligation whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner may regularly rely. To the extent permitted by law, any further liability for compensation of damages – except for claims under the German Produkthaftungsgesetz (“product liability act”) – are excluded.

1. **Customer Liability, Indemnification**

The customer is liable to LAT in accordance with legal regulations unless otherwise specified below.

The following shall apply to entrepreneurs: in terms of its liability, the customer releases LAT from all claims to compensation for damages that are made by third parties, in particular from partner hotels, in connection with the booking of travel services.

1. **Data Protection**

When booking, the customer must state specific personal data (e.g. name). LAT processes the personal data of the customer in compliance with the German data protection regulations. The data is collected, processed, and used by LAT through an automated process in the scope necessary for the establishment, drafting, or modification of the contractual relationship. LAT is entitled to transfer this data to third parties that it has commissioned with executing the contract, in particular the service supplier, provided that this is necessary to fulfill the agreements that have been concluded. Furthermore, LAT will not forward the customer’s data unless the customer has expressly granted consent for this. The customer can revoke this consent vis-à-vis LAT at any time without stating the reasons.

The contract rates of each provider are confidential and may not be circulated to other providers.

1. **Other Provisions**

Changes and supplements to this agreement must be made in writing in order to become effective. This also applies to a change or supplement to the written form requirement.

If individual provisions of these terms of use or the respective agreements should be wholly or partially invalid, the validity of the remaining provisions is not affected by this. The invalid provision shall be replaced by a provision that customarily comes closest to the economic intent and purpose of the invalid provision in a legally effective manner. The same shall apply to any regulatory gaps.

These terms of use are subject to the laws of the Federal Republic of Germany. The exclusive legal domicile for commercial transactions is Frankfurt am Main.