



Berlin, 05.06.2024

## Insolvency of BigX-tra Touristik GmbH

### Cover note for accommodation services as package travels or linked travel arrangements between 5th June 2024 and 30th June 2024

Dir Sir or Madam,

Pursuant to Section 651r of the German Civil Code [BGB], Deutsche Reisesicherungsfonds GmbH ("DRSF") is the customer's money insurer for **BigX-tra Touristik GmbH**. The DRSF is authorised by the Federal Republic of Germany via a state licence.

If you are accommodating guests who have booked a package travel or a linked travel arrangements ('package holiday services') with BigX-tra Touristik GmbH and are currently at their holiday destination, the DRSF will assume the remuneration contractually agreed with BigX-tra Touristik GmbH and your hotel. These include the services to be provided in accordance with the contract, insofar as these have not been paid or have only been partially paid by BigX-tra Touristik GmbH, the trip has not yet ended and the package holiday services are also provided in full and in accordance with the contract.

Please note that the assertion of claims arising from this declaration of assumption of costs is also subject to the following conditions:

1. these are exclusively travel services in relation to travellers who have booked package tours or associated travel services within the meaning of Sections 651a or 651w BGB via the travel providers.
2. these are package travel services from these package tours in accordance with section 1 above, which must be provided in full and completed by 30 June 2024 at the latest. Package holiday services to be provided after this date are not covered by this declaration of assumption of remuneration.
3. travellers on site have not made any payments for the same accommodation services.
4. evidence is provided that proves beyond doubt that the package holiday services were actually provided.

The authoritative language for this declaration is German. German law shall apply to the exclusion of international private law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from and in connection with this declaration is Berlin.

Kind regards

  
Dr. Stefan Mees  
Managing Director of DRSF

  
Helke Rheingans  
Head of Legal DRSF