

## TERMS AND CONDITIONS FOR DAY TOURS AND TICKET SERVICES BROKERED BY SILVERSCREEN TOURS GMBH

Dear Customer,

Your bookings are subject to these terms and conditions, provided they are agreed upon validly. Therefore, you are kindly requested to read them carefully before booking your tour.

### 1. Status of SIL; applicable legislation

**1.1.** Silverscreen Tours GmbH (hereinafter referred to as “**SIL**”) shall only act as an agent of travel services (ticket and day tours e.g.) on behalf of the travel service provider (hereinafter referred to as “**TSP**”).

**1.2.** **SIL** shall act as an agent of combined travel services, if a combination of travel services offered by **SIL** falls under section 651w of the German Civil Code (BGB).

**1.3.** Notwithstanding **SIL**'s statutory obligations when offering combined travel services (especially with respect to due delivery to the customer of the information forms as provided by statutory law, and due provision of security in relation to customer payments in the event that **SIL** collects any customer payments) and notwithstanding moreover the consequences provided by statutory law in case **SIL** should fail to observe its respective statutory obligations, **SIL** shall, provided it duly fulfils the pre-requisites as outlined in 1.1 and 1.2 above, act neither as a travel package tour operator nor as the customer's contract partner in relation to any travel contract concluded. **SIL** shall thus not be liable in relation to any information provided by **TSP** as regards prices or services nor in relation to the due provision of services as such nor in relation to any service deficiencies. **SIL**'s liability as an agent for travel services as well as any liabilities based on statutory law, especially on the basis of compulsory provisions in relation to tele-services and business contracts that are concluded electronically shall remain unaffected.

**1.4.** These Terms and Conditions shall apply to the contractual relationship regarding the brokering of travel services which have been booked on the basis of the internet advertisements as published by **SIL**.

**1.5.** Each **TSP** reserves the right to apply other terms and conditions than these Terms and Conditions or to conclude additional terms and conditions to or ones differing from these Terms and Conditions.

### 2. Entering into the contract

**2.1.** The following applies to all bookings of travel services:

- a) Bookings are accepted in writing, e-mail and online.
- b) The basis of **TSP**'s offer and the customer's booking is the description of the travel services offered and the supplementary information in the booking basis as far as these are available to the customer at the time of booking.
- c) If the content of the booking confirmation differs from the content of the booking, this constitutes a new offer from **TSP**. The contract is formed on the basis of this new offer if the customer declares acceptance by means of an express declaration, down payment or payment of the balance or use of the services.
- d) The customer making the booking is liable for the contractual obligations of the fellow guests for whom he makes the booking, as for his own, where he has assumed a corresponding obligation by express, separate declaration.

**2.2.** The following applies to bookings made in writing or by e-mail:

- a) By booking the customer makes a binding offer to **TSP** to enter into the travel services contract. The customer is committed to the booking for three working days.
- b) The contract comes into being upon receipt of the booking confirmation (declaration of acceptance) by **TSP** or **SIL** in text form.

**2.3.** In the case of online bookings (e.g. internet, app, telemedia), the following applies to the formation of the contract:

- a) The electronic booking process is explained to the customer in the relevant application of **TSP** or **SIL**.

b) The customer is provided with a corresponding correction option for correcting his entries, deleting or resetting the entire booking form, the use of which is explained.

c) The contract languages offered for making the online booking are indicated. Only the English language is legally binding.

d) If the contract text is stored by **TSP** in the online booking system, the customer will be informed about it and about the option for later retrieval of the contract text.

e) By pressing the button “Pay”, the customer bindingly offers **TSP** to enter into the travel services contract. The customer is committed to this contract offer for three working days after sending the electronic declaration.

f) The receipt of the booking will be confirmed to the customer immediately by electronic means.

g) Sending the booking by clicking on the button “Pay” does not constitute an entitlement on the part of the customer to enter into a travel services contract in accordance with his booking details. Rather, **TSP** is free to decide whether or not to accept the customer's contract offer.

h) The contract comes into being upon receipt by the customer of **TSP**'s or **SIL**'s booking confirmation.

**2.4.** **TSP** and **SIL** point out that under the statutory regulations of section 312g (2)(1)(9) of the German Civil Code (BGB), even if the service contract was entered into by means of distance selling, there is no right of withdrawal. The other statutory rights of withdrawal and termination of the customer remain unaffected by this.

### 3. Services, reservation of replacement; deviating agreements; modification of essential services; duration of services; weather conditions

**3.1.** The service owed by **TSP** consists of the provision of the respective service in accordance with the service description and the additional agreements made.

**3.2.** Changes or additions to the contractually advertised services require an express agreement with **TSP**, for which the text form is urgently recommended for the purposes of evidence.

**3.3.** Changes to significant services which become necessary after the contract is entered into (in particular also changes in the timing or locations of the respective service provision) and which were not brought about by **TSP** in breach of good faith are permitted, provided that the changes are not substantial and do not impair the overall character of the service. Any warranty claims by the customer in the event of such changes to significant services remain unaffected.

**3.4.** Information on the duration and return times of services is approximate and not guaranteed. **TSP** is not liable for any damage resulting from delays.

**3.5.** Information about extras is for guidance only and can change at any time.

**3.6.** The visited locations and their visiting order may change at short notice due to weather conditions, traffic conditions or local events.

**3.7.** The following applies to weather conditions and their effects on agreed services:

a) Unless otherwise expressly agreed in individual cases, the agreed services shall take place in all weathers.

b) Weather conditions therefore do not entitle the customer to withdraw from the contract with the **TSP** or to terminate the contract. This only fails to apply if the weather conditions have such an effect on the customer's body, health or ownership that the performance of the service is objectively unreasonable for the customer.

c) If such circumstances exist at the beginning of the service or are objectively to be expected prior to the beginning of the service for its agreed time, both the customer and **TSP** reserve the right to ordinary and extraordinary terminate the contract.

#### 4. Payment

**4.1.** After the contract is entered into, a payment of 100% of the travel service price or the ticket price is due for payment immediately.

**4.2.** If the customer does not make the payment in accordance with the agreed payment due dates, **TSP** shall be entitled, after issuing a reminder and setting a deadline, to withdraw from the contract and to charge the customer with the costs of withdrawal in accordance with clause 6.

#### 5. Non-utilization of services

**5.1.** If the customer does not make full or partial use of the agreed services without **TSP** being responsible for this, in particular due to non-appearance for the respective service provision without termination of the contract, there shall be no claim to reimbursement of payments already made.

**5.2.** Section 615 (1) and (2) of the German Civil Code (BGB) applies to the agreed reimbursement:

- a) The agreed reimbursement shall be paid without any entitlement to provide the service.
- b) However, **TSP** must offset expenses saved against the reimbursement as well as any reimbursement which **TSP** obtains or maliciously omits to obtain by a different use of the agreed services if provided by the respective law.

#### 6. Cancellation and withdrawal by the customer, return of admission tickets

**6.1.** The customer may withdraw from the contract at any time before the start of the travel service. Withdrawal from the contract must be declared to **TSP** or **SIL** at the contact details provided; if the travel service has been booked through a travel agent, the withdrawal may also be declared to the latter. The customer must declare the withdrawal in text form.

**6.2.** If the customer withdraws before the start of the travel service or if he does not start the travel service, **TSP** will lose the entitlement to the travel service price. Instead **TSP** may demand appropriate compensation if the withdrawal is not the fault of **TSP** or if unavoidable, extraordinary circumstances occur at the place of travel service or in its immediate vicinity which significantly impair the provision of the travel service; circumstances are unavoidable and extraordinary if they are not within the control of **TSP** and their consequences could not have been avoided even if all reasonable precautions had been taken.

**6.3.** The respective **TSP** may have determined an adequate lump-sum compensation in the respective offer, taking into account the period between the notice of withdrawal and the start of the travel service as well as the expected saving of expenses and the expected earnings by other uses of the travel services.

**6.4.** In any case provided by the respective law, the customer is at liberty to prove to **TSP** that **TSP** did not suffer any loss at all or that the loss was considerably lower than the compensation claimed.

**6.5.** The above termination provisions shall not affect the customer's statutory or contractual termination rights in the event of defects in **TSP**'s travel services or other statutory warranty claims.

#### 7. Liability of TSP; Insurances

**7.1.** **TSP**'s liability for damages, which do not result from the injury to the life, limb or health of the customer, is excluded to the extent that damage was not caused deliberately or grossly negligently by **TSP**.

**7.2.** **TSP** shall not be liable for services, actions or omissions of travel and catering establishments, or other providers that are visited on the occasion of the service, unless a culpable breach of duty on the part of **TSP** was causal or contributory to the occurrence of the damage.

**7.3.** The agreed contractual services only include insurance for the benefit of the customer if this has been expressly agreed. The customer is expressly recommended to take out service cancellation insurance.

#### 8. Withdrawal of TSP due to insufficient number of guests

**8.1.** If a minimum number of guests is not reached, **TSP** may cancel in accordance with the following arrangements:

- a) The minimum number of guests and the latest date of withdrawal by **TSP** must be clearly stated in the specific advertisement or, in the case of standard arrangements for all travel services or certain types of travel services or ticket services, in a general catalogue reference or a general service description.
- b) **TSP** must clearly state the minimum number of guests and the latest cancellation period in the booking confirmation or refer to the relevant prospectus information there.

c) **TSP** is required to notify the customer of the cancellation of the travel service without delay if it becomes clear that the travel service will not be carried out because the minimum number of guests has not been reached.

**8.2.** If the travel service is not carried out for this reason, the customer shall immediately receive back payments made on the service price without unreasonable delay, provided the **TSP** and the customer do not agree on an alternative date or service.

#### 9. Termination for conduct-related reasons

**9.1.** **TSP** may terminate the service contract without notice if, in spite of a warning from **TSP**, the customer causes lasting disruption or if he behaves in a manner contrary to the contract to such an extent that the immediate termination of the contract is justified.

**9.2.** If **TSP** terminates the contract, **TSP** retains the right to the service price; **TSP** must, however, offset the value of the saved expenses as well as those benefits which **TSP** obtains from the alternative use of the unused service.

#### 10. Choice of law; place of jurisdiction; consumer dispute resolution

**10.1.** German law applies exclusively to the entire legal and contractual relationship between the customer and **SIL**. The customer may only sue **SIL** at **SIL**'s registered office.

**10.2.** For legal actions by **SIL** against the customer, the place of residence of the customer is decisive. For legal actions against customers who are merchants, legal entities under public or private law or persons who have their domicile or usual place of residence abroad or whose domicile or usual place of residence is not known at the time the action is filed, the place of jurisdiction shall be the registered office of **SIL**.

**10.3.** The above provisions do not apply

- a) if and to the extent that mandatory provisions of international agreements that are applicable to the service contract between the customer and **SIL** provide for something different to the benefit of the customer or
- b) if and to the extent that provisions applicable to the service contract in the EU member state to which the customer belongs are more favorable to the customer than the above provisions or the corresponding German provisions.

**10.4.** With regard to the Consumer Dispute Resolution Act, **SIL** points out that **SIL** does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for **SIL** after going to press, **SIL** shall inform consumers of this in an appropriate form. **SIL** refers to the European online dispute resolution platform for all contracts entered into in electronic legal transactions <https://ec.europa.eu/consumers/odr/>.

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