

## TERMS AND CONDITIONS FOR MULTI-DAY TRAVEL PACKAGES BROKERED BY SILVERSCREEN TOURS GMBH

Dear Customer,

Your bookings of multi-day travel packages are subject to these terms and conditions, provided they are agreed upon validly. These terms and conditions shall not apply in relation to day and ticket services which Silverscreen Tours offers as an agent (such as guided day tours or tickets e.g.). Therefore, you are kindly requested to read them carefully before booking your travel package service.

### 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 on behalf of the tour operator of the package travel (hereinafter referred to as “TO”).

**1.2.** SIL shall act as an agent of package travel services, if the travel package services brokered by SIL fall under section 651v of the German Civil Code (BGB).

**1.3.** Notwithstanding SIL's statutory obligations when brokering package 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) 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 TO 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 package 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. Possible liabilities of SIL resulting from the provision of brokerage services as well as liabilities applicable under statutory law, especially compulsory provisions pertaining to tele-services and e-commerce, remain unaffected by the aforementioned exclusion of SIL's liability.

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

**1.5.** Each TO 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 package travel services:

- a) Bookings are accepted in writing, e-mail and online.
- b) The basis of TO's offer and the customer's booking is the description of the package 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 TO. 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 TO to enter into the package travel 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 TO 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 TO 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 TO 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 TO to enter into the package travel 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 package travel contract in accordance with his booking details. Rather, TO 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 TO's or SIL's booking confirmation.

**2.4.** TO points 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 TO consists of the provision of the respective travel package contract in accordance with the package travel description and the additional agreements made.

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

**3.3.** Changes to significant services which become necessary after the package travel 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 TO in breach of good faith are permitted, provided that the changes are not substantial and do not impair the overall character of the package travel. Any warranty claims by the customer in the event of such changes to significant services remain unaffected.

**3.4.** Information about extras are for guidance only and can change at any time.

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

**3.6.** 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 TO or to terminate the package travel contract. This only fails to apply if the weather conditions have such an effect on the customer's body, health or ownership of the service that the performance is objectively unreasonable for the customer.

### 4. Payment

**4.1.** Following conclusion of the travel package contract and upon mandatory security having been provided to the customer by TO, an advance payment as advised in the offer shall become due for payment by the customer. Payment of the residual balance amount shall become due for payment as advised in the offer.

**4.2.** If the customer fails to pay the advance payment and/or the residual balance in accordance with the agreed payment terms, despite **TO** having duly fulfilled its statutory information duties and being ready and able to duly perform the contractual travel package services, and provided moreover, the customer does not hold any legal or contractual right to retain such payments, **TO** will submit to the customer a reminder notice defining a period within which the customer is to effect such overdue payments and announcing that, in the event of the customer continuing to fail effecting such payments, **TO** will rescind the travel contract and charge to the customer cancellation fees in accordance with the provisions of clause 6 below.

## **5. Non-utilisation of services**

**5.1.** If the customer does not make full or partial use of the agreed package travel services without **TO** 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.** **TO** shall apply reasonable endeavors to obtain refunds of any accordingly unexpended costs from its suppliers. Such obligation shall not apply if the respectively unused services are absolutely insignificant.

## **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 package travel service. Withdrawal from the contract must be declared to **TO** or **SIL** at the contact details provided; if the package 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 package travel service or if he does not start the package travel service, **TO** will lose the entitlement to the package travel service price. Instead **TO** may demand appropriate compensation if the withdrawal is not the fault of **TO** or if unavoidable, extraordinary circumstances occur at the place of the package travel service or in its immediate vicinity which significantly impair the provision of the package travel service; circumstances are unavoidable and extraordinary if they are not within the control of **TO** and their consequences could not have been avoided even if all reasonable precautions had been taken.

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

**6.4.** In any case provided by the respective law, the customer is at liberty to prove to **TO** that **TO** 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 **TO**'s package travel services or other statutory warranty claims.

## **7. Liability of TO; Insurances**

**7.1.** **TO**'s contractual liability for damages which have neither resulted in fatal injury, bodily harm nor in damages to a person's health and which have not arisen due to any negligence or willful conduct on the part of **TO** and its suppliers and vicarious agents shall be limited to an amount equaling triple the travel package price.

**7.2.** **TO** shall be held liable neither for any service disruptions, nor for any personal injury nor for any damages to property which arise in connection with third party services which **TO** has sold acting as a mere agent (e.g. excursions, sports events, theatre tickets, exhibitions, transportation services from and to the specified places of departure and destination), if **TO**, within its advertised publications and its travel booking confirmation has clearly indicated such services as third party services in a sufficiently distinct manner, thereby expressly stating the identity and address of the corresponding third party contract partner which **TO** has acted as an agent for, so that it is apparent to the customer that such services are not part of the travel package contract concluded with **TO**. Sections 651b, 651c, 651w and 651y of the German Civil Code (BGB) remain unaffected in this regard.

**7.3.** **TO** shall however be liable in relation to damages caused to customers as a result of **TO** having breached its statutory advisory or information duties towards the customer or due to any breach by **TO**.

**7.4.** 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 TO due to insufficient number of guests**

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

a) The minimum number of guests and the latest date of withdrawal by **TO** must be clearly stated in the specific advertisement or, in the case of standard arrangements for all package travel services or certain types of package travel services or ticket services, in a general catalogue reference or a general service description.

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

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

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

**9.1.** **TO** may terminate the service contract without notice if, in spite of a warning from **TO**, 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 **TO** terminates the contract, **TO** retains the right to the service price; **TO** must, however, offset the value of the saved expenses as well as those benefits which **TO** 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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### **The agent for the brokerage of package travel services is:**

Silverscreen Tours GmbH | Grasweg 13 | 90556 Seukendorf | Germany  
<https://silverscreen.tours> | [contact@silverscreen.tours](mailto:contact@silverscreen.tours) | +49 911 98068843  
Amtsgericht Fürth: HRB 16627 | Managing Partner: Per Egil Roksvaag