

## **Terms & conditions of Vacation at Sea GmbH for arranging cruises**

### **Scope of application of these terms and conditions**

Dear VaS customers,

You would like to take a cruise arranged by Vacation at Sea. Due to the general classification of cruises within the legal framework of a “package trip” by German legislation, the general terms and conditions here deal with the corresponding provisions for “package trips” and largely ignore the regulations for so-called “combined travel services” and “individual services”

The travel contract for a package trip is concluded between you and the tour operator or cruise company. The travel, accommodation or transport conditions apply, which you will see in the booking process and/or can also be viewed on this website under the General Terms and Conditions menu item.

In addition, on the Vacation at Sea websites, you can access individual services arranged by selected partners via links to them, such as rental cars, transfers, shore excursions etc.

Regarding your bookings via these links, we sometimes receive little or no information; the processing is carried out by the respective providers; the general terms and conditions can be found on the websites of these partners.

The following terms and conditions regulate the rights and obligations of the customer and the agent for package tours.

### **Regulations for the travel arrangement of package tours in accordance with Section 651v BGB**

The regulations of the travel arrangement of package travel contracts are particularly applicable if the travel agent issues the package travel form.

In the form, the selected tour operator is identified as the responsible entrepreneur for the provision of the package tour.

For cruise companies based abroad, as well as cruises offered in US Dollar, there are sometimes significantly different regulations that may also imply a worse legal status for travelers.

#### **1. Conclusion of contract, legal regulations**

1.1. With the acceptance of the customer's placement order by the travel agent, the contract for the travel arrangement of a package trip is concluded between the customer and the travel agent. The order and acceptance do not require a specific form.

If the order is placed electronically (e-mail, internet), the agent confirms the receipt of the order immediately electronically. However, this confirmation of receipt does not constitute confirmation of acceptance of the travel arrangement order.

1.2. The mutual rights and obligations of the customer and the travel agent arise, unless mandatory legal provisions conflict with this, from the contractual agreements made in each individual case, these terms and conditions and the legal regulations, in particular §§ 651a ff BGB in conjunction with Art. 250ff. EGBGB and §§ 675, 631 ff.

1.3. The customer's rights and obligations towards the arranged tour operator are exclusively governed by the agreements made with them, in particular - if effectively agreed - their travel or business conditions. Without a special agreement or without special information, the conditions of transport and tariff regulations issued on a legal basis by the responsible transport authority or on the basis of international agreements apply to transport services.

## **2. Payments, declarations by customers**

2.1. Tour operators with their headquarters in Germany may only request or accept payments for the travel price before the end of the package tour if the tour operator has an effective customer money protection contract and the security certificate with the name and contact details of the customer money protector has been given to the customer in a clear, understandable and highlighted manner.

2.2. The travel agent is deemed to be authorized by the tour operator to accept notifications of defects and other declarations from the customer/traveler regarding the provision of the package tour.

The travel agent will immediately inform the tour operator of such declarations by the traveler.

In order to avoid loss of time despite immediate forwarding, the travel agent recommends making relevant declarations directly to the tour guide or the tour operator's point of contact.

## **3. General contractual obligations of the travel agent, information, notes**

3.1. Based on these brokerage conditions, the customer will receive the best possible advice.

At the request of the customer, the booking request will be sent to the tour operator by the broker.

After confirmation by the tour operator, the obligation to provide services includes handing over the documents for the travel service(s) arranged. This does not apply if

it has been agreed that the package tour operator will send documents directly to the customer.

- 3.2. When providing other notes and information that the travel agent is not obliged to provide in accordance with Section 651v Paragraph 1 BGB in conjunction with Article 250 § 1 to 3 EGBGB, the travel agent is liable within the framework of the law and the contractual agreements for the correct selection of the information source and the correct distribution to the customer. An information contract with a primary contractual obligation to provide information is only concluded with a corresponding express agreement. In accordance with Section 675 Paragraph 2 of the German Civil Code (BGB), the travel agent is not liable for the accuracy of the information provided, unless a special information contract has been concluded.
- 3.3. Without an express agreement, the travel agent assumes no guarantee within the meaning of Section 276 Paragraph 1 Sentence 1 of the German Civil Code (BGB) in regard to information on prices, services, booking conditions and other circumstances of the travel service. Availability of the services to be provided by the travel agent does not constitute a procurement guarantee within the meaning of this regulation.

#### **4. Special Requests**

The travel agent only accepts special requests for forwarding to the cruise company or package tour operator.

Unless otherwise expressly agreed, the travel agent is not responsible for fulfilling such special requests. These are also not a condition or contractual basis for the brokerage order or for the booking declaration to be sent by the travel agent to the package tour operator of the customer. The customer is advised that special requests only become part of the package tour operator's contractual obligations with the express confirmation of the cruise company.

#### **5. Obligations of the travel agent regarding entry regulations and visas**

5.1. If the travel agent undertakes, for a fee or free of charge, registration for the customer within the framework of electronic systems to obtain an entry permit as a prerequisite for entry or transit to certain countries, the following applies: Taking on this activity does not constitute an obligation on the part of the travel agent to make further inquiries without an express agreement. Information about entry or transit formalities or transit stays on the trip and in particular not about obtaining visas. The customer is advised that the electronic entry permit does not replace the final entry permit from the border authorities of the respective country.

5.2. The travel agent is not obliged to obtain visas or other documents required for the trip without a special, express agreement. If such an order is accepted, the travel agent may, without express agreement, demand reimbursement of the expenses incurred, which he may consider necessary under the circumstances.

The travel agent can demand compensation for his work, if this has been agreed or, under the circumstances, the work was only due for appropriate compensation.

## **6. Position and obligations of the travel agent in connection with the provision of air transport services as part of a cruise package**

6.1. In accordance with EU Regulation No. 2111/2005 on the establishment of a common list of air carriers, the agent is obliged to inform the passenger of the identity of the operating airline upon booking. If the operating airline has not yet been determined at the time of booking, the agent will provide him with the information available from the brokered company about the airline that is likely to operate the flight. If the airline changes, the customer will be informed immediately of the change. The joint list of airlines banned from flying in the European Union is available on the website [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_de.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_de.htm) and [www.lba.de](http://www.lba.de) and can be handed over to the customer upon request at the agent's business premises.

## **7. Documents about the arranged package tour**

7.1. Both the customer and the travel agent are obliged to check provided contractual and other documents pertaining to the arranged package which were given to the customer by the travel agent, in particular booking confirmations, flight tickets, hotel vouchers, visas, insurance certificates and other documents pertaining to the arranged package tour according to accuracy and completeness, especially compliance with the booking confirmation and the placement order.

7.2. If documents about the arranged package tour are not sent to the customer directly by the arranged package tour operator, they will be handed over by the travel agent by post or electronic mail, provided that the customer is not entitled to a travel confirmation in paper form in accordance with Article 250 § 6 Paragraph 1 Sentence 2 EGBGB

## **8. The customer's obligation to cooperate with the travel agent**

8.1. The customer must immediately inform the travel agent of any errors or deficiencies in the travel agent's brokerage activities that are apparent to him. This includes, in particular, incorrect or incomplete details of personal customer data, other information, information and documents about the arranged package holiday as well as the incomplete carrying out of brokerage services (e.g. bookings or reservations not made).

8.2. If no notification is made by the customer in accordance with Section 8.1, the following applies:

a) If the customer fails to report the matter in accordance with Section 8.1 through no fault of his own, his claims do not expire.

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b) The customer's claims against the travel agent are no longer applicable if the travel agent proves that the customer would not have suffered damage or not to the extent claimed by the customer if the damage had been reported properly. This applies in particular if the travel agent proves that immediate notification by the customer would have given the travel agent the opportunity to remedy the defect or reduce damage, e.g. by rebooking, additional booking or cancellation with the package tour operator.

c) The customer's claims in the event of failure to report in accordance with Section 8.1 do not apply

- in the event of damage resulting from injury to life, body or health resulting from an intentional or negligent breach of duty by the travel agent or a legal representative or vicarious agent of the travel agent

- for claims for compensation for other damages that are based on an intentional or grossly negligent breach of duty by the travel agent or a legal representative or vicarious agent of the travel agent

- in the event of a breach of an essential obligation, the fulfillment of which is essential for the proper execution of the brokerage contract or the breach of which endangers the achievement of the purpose of the contract.

Liability for booking errors according to § 651x BGB remains unaffected.

8.3. In his own interest, the customer is asked to inform the travel agent of any special needs or restrictions with regard to the package tour requested.

## **9. Obligations of the travel agent in the event of complaints by the customer against the package tour operators**

The customer can also bring notifications of defects and other declarations regarding the provision of travel services by the package tour operator to the attention of his travel agent through whom he booked the package tour.

With regard to any claims the customer may have against the package tour operators, the travel agent has no obligation to provide advice on the type, scope, amount, eligibility requirements and deadlines to be adhered to or other legal provisions.

## **10. Important information about insurance for package holidays**

10.1. The travel agent points out the possibility of purchasing travel cancellation insurance when booking in order to minimize the cost risk in the event of cancellation by the customer.

10.2. The customer is also advised that the travel cancellation insurance usually does not cover the damage caused by a – also by no fault of your own - termination of the use of the package tour that may occur after its commencement. Trip discontinuation insurance usually has to be purchased separately.

10.3. The travel agent also recommends making sure you have adequate international health insurance coverage when traveling abroad. It should also be noted that any treatment costs on board cruise ships can be unusually high, and are generally not reimbursed by statutory health insurance providers.

10.4. When arranging travel insurance, the customer is advised that the insurance conditions of the travel insurance brokered, may contain special contractual conditions and/or the customer's obligation to cooperate, in particular exclusions of liability (e.g. in the case of pre-existing illnesses), the obligation of immediate cancellation for the travel cancellation insurance, deadlines for reporting damage and deductibles. The agent is not liable unless he has provided false information regarding the insurance conditions and the brokered travel insurer has a right to refuse service to the customer based on validly agreed insurance conditions.

## **11. Liability of the travel agent**

11.1. The travel agent is not liable for defects and damage that the customer incurs in connection with the travel service provided. This does not apply if there is an express agreement or assurance in this regard from the travel agent, in particular,

if this differs significantly from the package tour operator's service description.

11.2. Any liability of the travel agent arising from Section 651x BGB or culpable violation of travel agent obligations remains unaffected by the above provisions.

## **12. Consumer Dispute Resolution**

With regard to the law on consumer dispute resolution, the intermediary points out that the intermediary does not take part in voluntary consumer dispute resolution.

If consumer dispute resolution regarding the provision of travel services becomes obligatory for the agent after these terms and conditions have been printed, the agent will inform the consumer of this in an appropriate mode.

The agent refers to the European online dispute resolution platform for all contracts for package holidays concluded via electronic legal transactions

<http://ec.europa.eu/consumers/odr>.

## **13. Service fees**

Vacation at Sea charges the following service fees, particularly due to the significantly reduced travel prices for members of closed user groups in the tourism and airline industry:

- Booking - €15 per full-paying person
- Rebookings – an additional €15 per full-paying person
- Cancellations – an additional €15 per full-paying person

Vacation at Sea reserves the right to waive these fees in certain cases. This regulation applies in particular to especially expensive cruises, if regular rates are arranged and if special framework conditions have been agreed with associations for their members, for example.

The agent's claim to service fees remains unaffected by service disruptions, changes or cancellations by the cruise company.

## **14. Special regulations for the use of PEP (personal experience program) and interline rates**

14.1 Eligibility - unless otherwise stated, all Vacation at Sea rates apply exclusively to active employees in the tourism and airline industry and their accompanying persons who are accommodated in the same cabin. Each cruise company decides separately which employee groups are entitled to discounts.

There is no legal entitlement to use the reduced rates.

In some cases, retired employees, particularly of the airline industry, are also entitled to discounts. Furthermore, selected cruise companies also accept bookings of one or more additional cabins for so-called "Family & Friends".

Valid proof of eligibility (ID from an association, current employer confirmation) must be sent to us together with the binding booking. Furthermore, appropriate proof of eligibility for each reservation must be available for verification at the check-in counter. Costs resulting from non-compliance will be at the expense of the customer.

When booking reduced rates, there may be deviations in the services included in the travel fare. Please note the respective advertisement on [vacationatsea.de](http://vacationatsea.de) and your travel confirmation. The use of status advantages from cruise companies' customer loyalty programs and the collection of points are often excluded.

### 14.3 Confidentiality

The granting of the special rates we provide is linked to confidential treatment. Therefore, please never talk to your fellow travelers or other people about the prices you paid and/or the discount you received. In the event of non-observance, the shipping companies reserve the right to charge the difference to the catalog price.

#### 4.4 Overbookings

At a small proportion of the cruise companies we offer, bookings at reduced PEP and interline rates enjoy lower priority and can be canceled or rebooked to another cruise ship in the event of overbooking.

Although these cases are extremely rare, we would like to draw your attention to this theoretical possibility; Vacation at Sea is not liable in this case.