

Our Terms and Conditions of Travel

If validly is agreed upon, the below terms and conditions shall be included in the Package Holiday Contract between Client and SE-Tours GmbH ("Tour Operator") as a supplement to the statutory provisions under sec. 651 a-y *BGB* (*Bürgerliches Gesetzbuch* [German Civil Code]) and those under Art. 250 and Art. 252 *EGBGB* (*Einführungsgesetz zum BGB* [Introductory Act to the German Civil Code]). Titles in this document were added for convenience only and shall not be binding for the contents or clause interpretation.

1. Package Travel Contract Conclusion/Travelers' Duties

a) During the booking process (travel registration), Client makes a binding offer to SE-Tours GmbH to conclude a Package Travel Contract. This offer is based on the folder and/or catalogue descriptions and additional information which Tour Operator provides for the relevant travel on the condition that they are available upon booking.

b) Registrations shall apply to all clients indicated on the registration. The registrant expressly declares that he/she will be responsible for contractual duties of any clients listed on the registration.

c) Booking may occur in writing, verbally, by telephone, by fax or by electronic means (e-mail, internet).

d) The travel contract shall be concluded only after Tour Operator confirmed this in writing (by e-mail or letter).

e) Regarding bookings based on e-commerce (such as the internet), the following shall apply to contract conclusion:

Client is guided through each booking step; they will be able to correct their entries, delete or clear the entire online booking form. When clicking on "Book Now", Client bindingly offers Tour Operator to conclude the travel contract, whereby an electronic confirmation of travel registration receipt does not represent travel contract acceptance. The contract is concluded once Client receives Tour Operator's booking confirmation on a permanent data storage device. However, the Package Travel Contract is immediately concluded based on a travel confirmation if this is displayed immediately after Client clicked on the "Book Now" button. In this case, the travel contract binding force shall not depend on Client saving or printing such travel confirmation or on them receiving this by letter.

f) Any Tour Operator travel confirmations deviating from registration contents shall be considered a new offer from Tour Operator to which they are bound for ten (10) days from confirmation receipt. A travel contract shall be concluded based on the new offer if Client expressly and conclusively agrees to this or if they make any partial payments within that period.

g) Tour Operator points out that the law does not provide for a cancellation right regarding distance-selling (by letter, telephone, e-mail, telemedia or online services) package travel contracts, but only for a right to withdrawal and termination (see also item 6). A cancellation right exists, however, if contracts for travel services in terms of sec. 651a *BGB* were concluded outside business premises, unless negotiations on which contract conclusion is based were previously requested by Client; in the latter case, there is no cancellation right.

2. Payment

a) Tour Operator and travel agencies may request and accept payments prior to the end of the travel only if Client is given a secured payment certificate. After contract conclusion, Client must make an advance payment –against the issuance of a secured payment certificate – of

20% of the travel price within 14 days from invoice receipt. The remaining amount shall be due 21 days prior to departure if the secured payment certificate was issued and if the travel can no longer be cancelled for the reason indicated under item 8a. In the case of international wire transfers, the total amount must be paid to Tour Operator's account without additional expenses for them.

b) Should Client fail to make timely payments, Tour Operator may, after reminders without success and a grace period, withdraw from the travel contract and request cancellation costs in terms of item 6. Tour Operator reserves the right to charge on to Client any additional costs (such as bank fees) due to failed or incomplete payments.

3. Services and Prices

a) The scope of contract services is exclusively based on booking confirmations in connection with the catalogue, folder and/or travel descriptions valid at the time of booking, including remarks and explanations therein; travel confirmations shall prevail in the case of contradictions.

b) Tour Operator reserves the right to make changes to catalogue or folder information and/or travel descriptions for justified reasons, whereby Client must be informed about this.

4. Price increase and price reduction prior to departure

a) Tour Operator reserves the right to impose surcharges in accordance with Section 651(f) and 651(g) *BGB*, German Civil Code, unilaterally, by no more than 8 %, provided that the reasons for the price increase arise after contract conclusion from

aa) variations in the transportation costs due to changes in fuel prices or other power sources, bb) changes in taxes or fees on travel services, imposed by third parties not involved in the performance of the relevant tour package, such as tourist fees, port and harbour fees, or cc) changes in exchange rates relevant to the tour package.

b) Any price increase will only be effective if Tour Operator notifies Client clearly and comprehensively of it, in writing (letter, fax or e-mail), and includes a justification for the price increase and a detailed calculation of it.

c) The price increase notification must have reached Client no later than 20 days prior to departure for the price increase requirement to be effective.

d) If the price increase exceeds 8 % of the total cost of the package price, as set out in subsection 4.a), the Tour Operator is not entitled to raise the price unilaterally but must observe the strict requirements set out in § 651g *BGB*. Tour Operator must notify Client, without undue delay, of the respective price increase and give him a reasonable period of time, set by Tour Operator, within which the Client must make the decision whether to accept the price increase or terminate the contract. For more details, refer to Sec.651g, *BGB*.

e) The Client may request a reduction in the tour price if the costs, taxes or exchange rates mentioned in subsection 4a) have changed after conclusion of the contract and prior to the start of the tour and this leads to lower costs for the Tour Operator. The Client must be reimbursed for any decrease in the cost of the package. The Tour Operator has the right to deduct any administrative costs incurred from the refund. Upon request, the Tour Operator must provide Client with evidence of the amount of administrative expenses incurred."

5. Changes to Services

a) Changes to and deviations of single travel services from travel contract contents required after

contract conclusion, such as due to special navigation situations, excluding those caused by Tour Operator in bad faith, shall be admissible unless significant, leading to significant changes of travel services and interfering with the overall travel structure. This shall also apply to changes to travel times and/or routes (for safety or weather conditions) upon which the captain in charge of the vessel shall decide. Any warranty claims shall not be affected to the extent to which service changes are defective. Tour Operator must immediately inform Client about travel service changes in a clear, comprehensive and highlighted way on a permanent data storage device.

b) In the event of significant changes to travel services, Client may withdraw from the travel contract without incurring any costs, whereby they must exercise this right within a reasonable period and/or immediately after being informed about any changes. Client has a right, but no obligation, to react to such information letter. Should Client respond to Tour Operator, they may agree to contract amendments, request participation in replacement travels (if offered to Client) or withdraw from the contract without any costs. If Client reacts not at all or not during legally prescribed period, the indicated changes shall be considered accepted.

6. Withdrawal by Client

a) Client has the right, prior to departure, to withdraw from the travel by making a declaration to Tour Operator. If travel agencies were involved in the booking process, such declarations may also be made to them. We recommend making written declarations which shall become effective once received by Tour Operator.

b) Should Client withdraw prior to departure or fails to begin the journey, Tour Operator may request reasonable compensation, unless Tour Operator is liable for such withdrawal or unless special circumstances at the destination or places in the immediate vicinity considerably interfere with the journey. Circumstances shall be considered unavoidable and special if beyond Tour Operator's control and if their consequences could not have been avoided even if all reasonable precautionary measures had been taken. Compensation shall depend on the travel price, less the amount of saved expenses for Tour Operator and income from using travel services in any other way. Tour Operator determined the below lump-sum compensation considering the period between the withdrawal and departure and considering expected saved expenses and income from using travel services in other ways. Compensation shall be calculated based on the below withdrawal scale after a declaration of withdrawal was received:

River and sea cruises

up to 30 days prior to departure	20%
29-22 days prior to departure	50%
from 21 days prior to departure	75%
on the day of travel or no-show	90%

Bike and ship journeys

up to 84 days prior to departure	20%
83-42 days prior to departure	30%
41-28 days prior to departure	60%
27-4 days prior to departure	80%
from 3 days prior to departure or no-show	90%

c) Client shall have the right to show to Tour Operator that reasonable compensation which the latter may request is lower than lump-sum compensation requested by them.

d) Instead of the above lump-sum compensation, Tour Operator reserves the right to request higher, individually calculated compensation if they show that they incurred significantly higher expenses than the relevant lump-sum

compensation amount. In this case, Tour Operator must indicate the exact amount considering saved expenses and income from using the services in other ways and they must provide reasons.

e) Premiums for travel insurance contracts concluded via Tour Operator must be paid in full in addition to lump-sum compensation.

f) Client's legal right in terms of sec. 651e *BGB* to name substitute participants shall not be affected by the above.

7. Booking Alterations

a) After contract conclusion, Client may not request travel times, destinations, places of departure, accommodations or types of transport to be changed (booking alterations). If, upon Client's request, but without changing the overall structure, bookings are altered not later than 50 days prior to departure, service lump sums of EUR 30.00 must be paid by each traveller requesting alterations.

b) Client's requests for alterations submitted to Tour Operator later than 50 days prior to departure shall be possible only through cancellation subject to charges in terms of item 6 (Withdrawal by Client) and subsequent new booking.

8. Unused Services

Should Client not use services which Tour Operator was ready and able to contractually perform for reasons within Client's control, they shall have no claim for *pro-rata* travel price reimbursements. Tour Operator shall try and make service providers reimburse any expenses which they saved, whereby this is not required if such expenses are insignificant.

9. Withdrawal and Cancellation by Tour Operator

a) Withdrawal Due to a Lack of Participants

If travel descriptions or other documents being of the essence indicate a minimum number of participants, Tour Operator may withdraw from the travel contract up to 21 days prior to departure if they do not receive the minimum number of bookings. Should travels be cancelled for this reason, Tour Operator shall immediately reimburse to Client any payments made for the travel price.

b) In the event of withdrawal for the above reason, Tour Operator shall not reimburse any third-party service costs (train/flight tickets) which Client incurred outside Tour Operator's service offer.

c) Cancellation and Exclusion for Behavioural, Mental or Physical Reasons

Tour Operator may totally or partially withdraw from the travel contract prior to departure or totally or partially cancel this after departure, without time limits, if Client, in the opinion of the captain or the SE-Tours travel guides,

- requires assistance but travels without companions;
- is in a mental or physical state rendering Client unfit for travelling or turning him/her into a threat for himself/herself or others;
- carries dangerous items, intoxicants or certain alcoholic beverages intended for consumption during the journey;
- obviously does not meet a physical or mental requirement set out in the travel description,
- continuously interferes with the performance of travel services, despite being warned and granted a grace period, or violates the contract in a way that contract annulment is justified.

d) Regarding contract cancellations and/or exclusions, Tour Operator reserves a claim for the travel price, whereby they must deduct from this saved expenses and income which they gain from differently using unused services, including benefits which they received from service providers. Costs for return journeys shall be borne by Client.

10. Withdrawal by Tour Operator due to Unavoidable, Special Circumstances

a) Tour Operator may withdraw from the contract prior to departure if they are prevented from contract fulfilment for unavoidable, special circumstances and if they indicate such withdrawal immediately after becoming aware of this.

b) Withdrawal in terms of item 9a has the effect of Tour Operator no longer having a claim for the contractual travel price and being obliged to travel price reimbursement and to make the relevant repayments without undue delay, in each case within 14 days from the withdrawal.

11. Client's Duty to Cooperate; Warranty; Cancellation by Client

a) Defect Notification

If travel is performed contrary to the contract, Client may request rectification.

Client must notify Tour Operator's on-board travel guides of such defects without undue delay; should there be no such guides, they must inform the captain and/or Tour Operator at their registered office. On-board travel guides are requested to rectify defects if possible, whereby they may not acknowledge any claims. Should Tour Operator be unable to rectify defects due to Client culpably failing to notify them, Client may assert neither price reduction claims in terms of sec. 651m *BGB* nor damages in terms of sec. 651n *BGB*.

b) Tour Operator may refuse rectification if this requires unreasonable efforts. However, they may also rectify by rendering equivalent substitute services, such as using other vessels or travelling along other routes.

c) Time Limits Prior to Cancellation

If Client intends to cancel the travel contract due to defects, they must previously grant Tour Operator a reasonable grace period for rectification. Should rectification fail within that reasonable period, Client may cancel the travel contract – preferably in writing – based on legal provisions. This shall also apply if Client cannot be expected to participate in the journey due to a defect and for reasons clearly understandable for Tour Operator. No time limit for rectification shall be required if rectification is impossible or if Client's special interests justify immediate contract cancellation.

d) Travel Documents

Client must inform Tour Operator if they do not receive required travel documents (such as cabin vouchers) within the period indicated by Tour Operator.

12. Limitation of Liability

a) Tour Operator's contractual liability for damage not resulting from injuries to life, limb or health and not caused in a culpable manner shall be limited to three times the travel price. Any additional claims due to international conventions shall not be affected by this limitation.

b) Tour Operator shall not be liable for defaults, personal and property damage related to services which they only brokered as third-party services (such as outings, visits to theatres) if travel descriptions and confirmations, expressly and by stating both the contract partners' identities and addresses, indicate them as third-party services in a clear way so that Client understands that they are not included in the package and that they were separately selected. However, Tour Operator shall be liable if and to the extent that damage incurred by travellers is based on violations of their information and organisation duties.

13. Claims Exclusion, Limitation and Assignment

a) Claims under sec. 651i *BGB* must be asserted against Tour Operator or the travel agency which made the booking, whereby assertion on a permanent data storage device is recommended. Client's claims due to travel defects shall become time-barred after two years and the

limitation period shall commence on the day following the end of the travel.

b) Should any negotiations be pending between Client and Tour Operator concerning claims or circumstances as the basis of a claim, limitation shall be suspended until Client or Tour Operator refuse to continue negotiations; limitation shall occur not earlier than three months from the end of suspension.

c) Client shall have no right to totally or partially assign to third parties claims against Tour Operator without Tour Operator's approval; this shall not apply to co-travelling family members.

14. Passport, Visa and Health Provisions

a) Client must comply with all laws, regulations, instructions and provisions from countries and ports to which they travel as well as any rules and instructions from Tour Operator and/or their authorised staff.

b) Prior to contract conclusion, Tour Operator shall inform EU citizens to whom no special regulations apply (such as dual citizenship, statelessness, passport entries, refugee identification cards) about general passport and health provisions and about possible changes prior to departure. Other citizens and those having dual citizenship must refer to the consulate in charge.

c) Client shall be responsible for obtaining and carrying travel documents requested by authorities, any required vaccinations and compliance with customs and foreign currency provisions. Any disadvantages due to non-compliance shall be at the expense of Client, unless Tour Operator causes them in a culpable manner due to providing wrong or insufficient information.

15. Travel Restrictions Applicable to Persons with Reduced Mobility

a) Bike and ship journeys are not suitable for persons with reduced mobility.

b) Some river and sea cruise vessels dispose of cabins which are suitable for persons with reduced mobility. Upon request, Tour Operator will provide information on suitability considering Client's needs; Client must indicate special needs during the booking process.

16. Brokerage of Third-Party Services

When booking other third-party services, such as insurance contracts, not included in our services description, Tour Operator shall be liable only for brokering such third-party services, but not for rendering the services themselves; the relevant contract partners' general terms and conditions and cancellation conditions shall apply.

17. Duties of Care with Bike and Ship Journeys

a) Only if you disregard the on-board travel guides' instructions as to the use and the protection of items or if you act in a (grossly) negligent or intentional manner causing the damage or the loss shall you be liable for any damage to or the loss of bicycles and equipment provided to you.

b) Client shall be personally responsible for complying with traffic rules.

18. Insurance

We recommend purchasing overseas health insurance including return transport, accident, luggage and cancellation insurance.

19. Information on the Verbraucherstreitbeilegungsgesetz (VSBG [German Act on Alternative Dispute Resolution in Consumer Matters])/Venue

a) With regard to the German Act on Alternative Dispute Resolution in Consumer Matters, Tour Operator points out that they do not participate in ADR proceedings. If such proceedings become compulsory after these Terms and Conditions of Travel went to press, Tour Operator shall adequately inform Client about this. Regarding any travel contracts based on electronic legal transactions, Tour Operator refers to the EU online dispute resolution platform at <http://ec.europa.eu/consumers/odr/>.

b) German law shall apply. Client may bring charges against Tour Operator only at the latter's registered office. The courts of Bremerhaven shall be the venue for general merchants, persons not having a general venue in Germany, persons transferring their place of residence or their habitual abode to other countries after contractual conclusion, persons whose place of residence or habitual abode is unknown at the time

of filing the complaint and for litigations as a defendant. However, this shall not apply if prevailing international conventions provide otherwise.
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Traveller Information Form Concerning Package Travel in Terms of Sec. 651a of the German Civil Code

The combination of travel services offered to you represents a "package" in terms of Directive (EU) no. 2015/2302 which is why you may exercise any EU rights applicable to packages.

SE-Tours GmbH is fully responsible for proper performance of the entire package travel. In addition, **SE-Tours GmbH** purchased legally required insurance guaranteeing both the refund of your payments and, if the package includes transport services, the return transport in the event of insolvency.

Important Rights under Directive (EU) 2015/2302

- Prior to package travel contract conclusion, travellers are provided with important information on the package;
- At least one entrepreneur is liable for properly performing the contractual travel services;
- Travellers are provided with an emergency telephone number or contact centre information via which they can contact the tour operator or the travel agency;
- Within a reasonable period and, maybe subject to additional charges, travellers may transfer packages to other persons;
- Package prices may be increased only if certain costs (such as fuel costs) rise and if the contract expressly provides for this, but not later than 20 days prior to departure. Should package prices increase by more than 8%, travellers may withdraw from the contract. Should tour operators reserve the right to price increases, travellers have a right to price reductions if the relevant costs decrease;
- Travellers may withdraw from the contract without paying additional charges and receive a full refund of their payments if any essential package components, exclusive of the price, are subject to significant changes;
- If the tour operator in charge of the package cancels the travel prior to departure, travellers have a claim for cost refunds and, depending on the case, for compensation;
- Should special circumstances occur prior to departure, such as significant security issues at the destination interfering with the tour, travellers may withdraw from the contract without paying withdrawal charges;
- Travellers may withdraw from the contract at any time prior to departure against the payment of a reasonable withdrawal fee;
- If the tour operator is unable to perform significant package components in compliance with the contract after the departure, travellers must be offered other reasonable measures without them incurring additional costs. Travellers may withdraw from the contract without paying withdrawal charges (this right is called "cancellation" in Germany) if services were not rendered in compliance with the contract, if this has significant effects on the provision of contractual package travel services and if the tour operator fails to rectify this defect;
- Travellers have a claim for price reduction/compensation if the tour operator renders travel services not at all or not in a compliant manner;
- The tour operator shall assist travellers who face difficulties;
- If the tour operator or – in certain EU Member States – the travel agency becomes insolvent, payments will be refunded. Should their insolvency occur after the departure and should transport services be included in the package, travellers' return transport is guaranteed;
- **SE-Tours GmbH** purchased insolvency insurance with **Deutscher Reisesicherungsfonds GmbH**. Travellers may contact Deutscher Reisesicherungsfonds GmbH (Sächsische Str. 1, 10707 Berlin, Germany, Email: schadenmeldung@drsf.reise) if they are refused services due to SE-Tours GmbH being insolvent.