

General Terms & Conditions

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1. Contractual relationship with the customer

Seascanner.com is the English language offer of Kreuzfahrtberater GmbH, which is a travel agency (subsequently: the travel agency). As such, we are an **intermediary** for the booking of travel offers. In the case of a booking, the voyage contract arises exclusively between you and the respective tour operator, the respective cruise line or the other provider of travel components (subsequently: the travel provider). The following terms and conditions apply solely to our own intermediary services and have no bearing on the terms and conditions of the brokered travel contracts.

For the voyage, the terms & conditions of the respective cruise line apply:

[A-ROSA](#)

[AIDA Cruises](#)

[Amadeus River Cruises](#)

[Azamara](#)

[Boat Bike Tours](#)

[Carnival Cruise Line](#)

[Celebrity Cruises](#)

[Compass Cruises](#)

[Costa Cruises](#)

[Cunard Line](#)

[DCS Touristik](#)

[Explora Journeys](#)

[Hapag-Lloyd Cruises](#)

[Holland America Line](#)

[MSC Cruises](#)

[nicko cruises](#)

[Norwegian Cruise Line](#)

[Oceania Cruises](#)

[P&O Cruises](#)

[Phoenix Cruises](#)

[Plantours Cruises](#)

[Princess Cruises](#)
[Regent Seven Seas Cruises](#)
[Royal Caribbean](#)
[Seabourn Cruise Line](#)
[Silversea Cruises](#)
[TUI Cruises](#)

2. Booking intermediation

Your intermediation mandate usually takes place in the form of sending off the booking request form on our website. It can also occur in writing, verbally, by fax or in text form (e-mail).

With the acceptance of your offer by the travel agency, a contract for the intermediation of a travel booking, or about the booking of third party services in connection with the voyage, is formed between you and the travel agency. The execution of the voyage is not a contractual obligation of the travel agency.

3. Fees

Kreuzfahrtberater GmbH does not charge own fees for the intermediation or booking of the offered cruises.

Fees which are charged to us by third parties for your account, or which are charged due to circumstances which are in your responsibility (e.g. due to a direct debit chargeback or as a result of a late payment), will be charged forward to you.

4. Cancellation and Rebooking

Cancellations and rebookings are generally subject to the terms and conditions of your travel contract with the respective travel provider.

We recommend to take out travel cancellation insurance.

Kreuzfahrtberater GmbH does not charge own fees in case of a cancellation or rebooking.

5. Confirmation and travel documents

After having received your booking confirmation you are obliged to verify it immediately for its correctness, and to notify the travel agency or travel provider in case of any differences or incorrectness.

The travel documents issued by the travel provider will be sent to the address indicated at the time of booking, after the full payment of the voyage has been effected.

Dependent on the travel provider and time of booking, the travel documents can be issued in paper or in text form (e-ticket).

6. Liability of Kreuzfahrtberater GmbH as intermediary

All indications about the mediated offers are solely based on the indications of the respective travel provider. The travel agency does not give any own assurance or guarantee about the correctness, completeness or timeliness of the information which is provided to us by third parties.

All offers are valid subject to availability at the time of booking.

We shall not be liable for the fulfillment of the mediated travel offerings by the respective travel provider.

Except for injury, death and health impacts or the breach of major contractual obligations, the travel agency is liable only for damages which can be attributed to intentional or grossly negligent behaviour. This also applies to indirect consequential damages such as lost profit.

7. Participation in dispute settlement procedures

We are willing to take part in an extrajudicial settlement of disputes with consumers pertaining to the intermediation of travel contracts in front of an Independent Consumer Arbitration Service (ICAS). The competent ICAS is:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.
Straßburger Straße 8
77694 Kehl am Rhein
Deutschland

www.verbraucher-schlichter.de

We will participate in a procedure for arbitration by the aforementioned ICAS.

[Online Consumer Arbitration Service of the European Union](http://ec.europa.eu/consumers/odr/) in consumer matters.

8. Payment terms

Seven days after receipt of the invoice, an initial payment of at least 10 % is due, if the respective travel provider does not require a higher initial payment.

The final payment is due 30 days before the voyage start at the latest, unless the respective travel provider does not prescribe a longer period.

According to the specifications of the travel provider, payments are to be made either to the travel agency or directly to the respective travel provider.

9. Miscellaneous

Should there be specific terms applicable to individual voyages, they will be indicated in connection with the offer.

Differences to the terms stated here or in connection with the individual offers need the explicit consent by the travel agency to become valid.

Each traveller is solely responsible for respecting the applicable immigration, visa, customs, foreign exchange and health regulations of the visited countries.

10. Severability clause

If a provision of these terms is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance. Any changes of or amendments to this Agreement must be in writing to become effective.

Ahrensburg, November 01, 2019