

## **TERMS & CONDITIONS OF ARTISTRAVEL-INTERNATIONAL (for users/customers)**

art&friends GmbH & Co.KG ("artistravel") runs a marketplace/portal at [www.artistravel.eu/en](http://www.artistravel.eu/en) for painting holidays, photo tours, workshops and similar, where providers/organizers/tour operators can advertise their offers, so that they can conclude a contract with the user (" User "). artistravel acts exclusively as an intermediary between the organizer and the user. These terms and conditions ("Terms") govern the contractual relationship between artistravel and the user.

1.1 These terms and conditions apply exclusively to users of the portal. Deviating terms and conditions of the user against artistravel are contradicted.

1.2 The object of the contract between artistravel and the user is to offer users the possibility to use the portal to arrange travel, services and workshops in the fields of photography, painting and similar creative services and events. artistravel acts only as operator of the portal. The online content for travel services and events set in the portal by the organizers are therefore external to artistravel.

1.3 artistravel acts exclusively as facilitator/intermediary between the provider/organizer and the user.

1.4 artistravel gives no assurance or guarantee for the correctness, completeness and legal admissibility of the foreign content set by the provider and accepts no liability in this respect. Likewise, artistravel makes no representation, warranty or guarantee for the quality, availability or properties of the services provided by the providers. All information in the portal that relates to the provider, e.g. photos and texts and the associated copyrights are the responsibility of the respective provider. artistravel provides no editorial, substantive, technical or any other kind of review of the information. However, artistravel reserves the right to modify the services offered.

### **2. Scope of artistravel's services towards the user**

2.1 artistravel's services to the user consist of the availability of the portal and advice on the providers' and promoters' offers made by artistravel as an intermediary. artistravel limits itself to facilitating contacts between organizers and users in providing a portal for painting holidays/ photography tours, workshops and similar. Therefore, a business agreement is closed between the user and artistravel according to § 675 Bürgerliches Gesetzbuch (German Civil Code, BGB). The contract consists of the proper mediation of painting holidays/photo tours, workshops and similar. Therefore, artistravel owes only the proper mediation of the performance/service offered.

2.2 The arranged travel or service contract is concluded exclusively between the organizer and the user. artistravel is not involved in this contract and the implementation of the brokered contract. This means that the booked trip or workshop is not part of the contractual obligations of artistravel. artistravel is not liable for any placement success nor for the provision of the service itself. The user must comply with all claims arising from the brokered contract, such as the quality of the mediated service, to the provider/organizer. The rights and obligations of the user result from the agreements made with the provider/organizer and the general terms and conditions of travel underlying any contractual relationship.

2.3 artistravel reserves the right to change or extend the content and structure of the portal as well as the associated user interfaces.

### **3. Conclusion of contract**

3.1 When booking a trip or a workshop, the user offers artistravel as an intermediary the binding conclusion of a brokerage contract and the binding conclusion of a travel or service contract with the provider / organizer on the basis of the offer on the portal and these terms and conditions. Registration may be verbal/by telephone or in writing, using artistravel's recommended registration forms as provided on the portal. The mediation agreement comes about with the acceptance by artistravel, which does not require any specific form. The brokered contract is concluded with the acceptance by the provider, whereby artistravel informs the user with a written confirmation.

3.2 By registering, the user accepts these placement terms and conditions for him-/herself and for all registered participants and is liable for their contractual obligations, provided he/she has accepted this obligation through an explicit, separate declaration.

3.3 If the content of the provider's booking confirmation submitted by artistravel deviates from the content of the user's registration, the provider's booking confirmation is considered a new offer to which the user can expressly or conclusively agree within one week (e.g. by paying the deposit or payment). The contract is then concluded and then contains the content of the new offer.

3.4 Changes to essential contractual services that become necessary after the conclusion of the contract are reserved to artistravel and the provider / organizer and are permitted provided the changes are not significant and do not affect the overall layout of the booked photo travel or workshop.

### **4. Payments**

4.1 The payment due dates of the services provided in the brokered contract are based on the deposit and remaining payments for mediated travel or workshops.

4.2 The financial settlement of the brokered contract takes place directly between the provider / organizer and the user. After conclusion of the brokered contract, the organizer is the sole contact person of the user.

4.3 artistravel is not the collection agent of the provider, unless this was expressly indicated to the user in the booking confirmation.

4.4 If due payments on the price of the booked service are not made on time by the user despite reminders and a reasonable deadline for payment, both artistravel and the provider are entitled to withdraw from the contract and to charge the user with cancellation fees.

### **5. Withdrawal by the user; unused services**

5.1 The user can withdraw from the mediated contract prior to the start of the tour or the start of the workshop. If the user withdraws from the contract, the provider / organizer is entitled to payment of compensation in accordance with its General Terms and Conditions, which the user has received before concluding the contract. The user is permitted to prove that the damage did not

occur at all or only at a much lower level than the calculated flat rate. Cancellation fees must be paid to the respective organizer.

5.2 If the user does not use travel or workshop services which the organizer has duly offered as a result of premature return travel, illness or other reasons for which he/she is responsible, the user shall not be entitled to a pro-rata refund of the price paid. It is recommended to conclude a travel cancellation / travel insurance.

## **6. Liability and limitation of liability of artistravel as facilitator**

6.1 artistravel assumes no liability for the proper performance and provision of the services provided and makes no representation as to the suitability or quality of the travel, workshops and services presented. For this, the provider / organizer is liable as a contract partner of the user. This does not apply if the circumstances justify the appearance that artistravel undertakes such services under its own responsibility according to § 651a 2 BGB. Likewise, artistravel does not guarantee the availability of travel, workshops and services of the providers.

6.2 artistravel is not liable for the provision of the booked service, but only for the proper mediation and advice of the user. The information on mediated services is based exclusively on the information provided to artistravel by the individual providers and therefore does not constitute a separate assurance of artistravel to the user. artistravel does not give the user any guarantees or assurances regarding the accuracy, completeness or timeliness of the information of the mediated companies.

6.3 The contractual liability of artistravel as an intermediary is limited to three times the price of the mediated service per user and travel / workshop stay /service, except in the event of damage based on injury to life, limb and health, to the extent that no damage was caused wilfully or grossly negligently, or for damage solely due to the fault of a vicarious agent. artistravel shall be liable for damage to property amounting to three times the price per user and travel / workshop stay / service for any damage claims resulting from tort, which are not based on intent or gross negligence, against artistravel.

## **7. Links to other websites, limitation of liability for hyperlinks**

artistravel's direct or indirect link to third-party websites ("hyperlinks") outside of artistravel's area of responsibility will only give rise to liability in the event that artistravel becomes aware of the content without replacing it, although a replacement or deletion would be technically possible and reasonable for artistravel to prevent its use in the case of unlawful content. The links were carefully researched and compiled. artistravel declares that at the time of linking, no illegal content was visible on the linked pages. artistravel has no influence on the current and future design, content or authorship of the linked pages. artistravel expressly dissociates itself from all contents of linked pages that were changed after the link setting and does not expressly adopt their contents. For illegal, incorrect or incomplete contents and in particular for damages resulting from the use or non-use of such presented information, the provider of the page referred to, and not the one referring to the respective publication, is liable.

## **8. References to passport, visa, foreign exchange and health regulations**

8.1 artistravel assumes no liability for the information relating to passport, visa and sanitary provisions. Insofar as artistravel reproduces this information as its own or that of providers / organizers on the portal, artistravel makes no representation or warranty regarding the accuracy, completeness or timeliness of this information. The liability of artistravel is excluded in this respect.

8.2 Each user is responsible for complying with all relevant regulations (health regulations, passport and visa regulations, foreign exchange regulations, customs regulations) on the trip and during his/her stay on location.

## **9. Privacy**

The personal data that the user makes available to artistravel are processed and used electronically, as far as it is necessary for the establishment, execution or termination of the travel or agency contract with the user and for customer service. artistravel complies with the provisions of the GDPR in the collection, processing and use of personal data. The user can retrieve his stored data at any time, request information about it and have it changed or erased. With a message to [info.en@artistravel.eu](mailto:info.en@artistravel.eu), the user may also object to the use or processing of his/her data for purposes of advertising, market research or opinion polling. A transfer of data of the user to unauthorized third parties does not occur.

## **10. User's obligation to cooperate with portal community**

11.1 If the user participates in the portal community, he/she must provide image material (image files in common format, e.g. as jpg-file) or texts (as Word file) in a suitable form for publication. artistravel will take this material and directly place it on the portal without any rechecking. The user undertakes to always keep the data provided by him/her up to date and to submit it to artistravel and all resulting posts in the portal.

11.2 The user guarantees that he/she holds the necessary rights and/or rights of use for all texts and image material posted on the portal and that no rights of third parties are violated as a result of their publication. The user shall assign a simple right of use to artistravel for the contractual purposes for the duration of the contractual relationship. This includes the use on social media platforms (e.g. Facebook, Google Plus, LinkedIn, Twitter, Instagram), whose buttons are visible on the portal. artistravel reserves the right to make further demands at any time regarding the nature of the texts, files or images provided or to demand improvements if this is necessary for actual, legal or technical reasons. The user guarantees that he/she has checked submitted images or text material legally and frees artistravel of all claims of third parties that are raised against artistravel because of image or text material of the user, in particular, but not exclusively, also of trademark claims against artistravel including any legal costs incurred (e.g. warning fees).

11.3 The user will inform artistravel if guidelines and guidelines exist regarding the use of trademark rights such as brands, image rights, signs, logos, symbols, logos, typical colors, etc., which should be

observed when entering the online portal. Simultaneously, in the event of changes, the user will transfer a simple right of use to artistravel. Even when there have been particular changes of trademark rights, a simple right to use the documents and / or images for contractual use is transferred to artistravel.

## **11. Statute of limitations, final provisions, reference to online dispute resolution and consumer arbitration**

12.1 Contractual claims of the user for damages, for property damage or property damage against artistravel expire within one year, as far as a damage of the user is based neither on a grossly negligent breach of duty by artistravel nor on an intentional or grossly negligent breach of duty of a vicarious agent or a legal representative of artistravel. The statute of limitations begins at the end of the year in which the claim arose and the user should have been aware of the circumstances which established the claim against artistravel and which he/she obtained from artistravel as debtor/defendant or without gross negligence. All claims from tort and all claims for compensation for bodily injury are subject to the statutory limitation period.

12.2 The invalidity of individual provisions of the agency contract does not result in the invalidity of the entire contract. The invalidity of the brokered contract does not affect the effectiveness of the brokerage contract.

12.3 The agency contract is exclusively subject to German law. If the user is a merchant or legal entity of private or public law or a person who is domiciled or ordinarily resident abroad, or whose domicile or habitual residence is unknown at the time the complaint is filed, the place of jurisdiction is artistravel's registered office in Bochum, Germany.

12.4 Online Dispute Resolution acc. Art. 14 para. 1 ODR-VO: The European Commission provides an online dispute resolution (ODR) platform for the out-of-court settlement of consumer disputes, which the user finds at <http://ec.europa.eu/consumers/odr>.

12.5 Dispute settlement before the Consumer Conciliation Body: artistravel does not participate in a dispute settlement procedure before a consumer arbitration board and is not obliged to participate in such proceedings.

### **Facilitator/Intermediary:**

art&friends GmbH & Co.KG

Lothringer Straße 36

44805 Bochum

Germany

E-Mail: [info.en@artistravel.eu](mailto:info.en@artistravel.eu)

Phone: + 49 (0) 234 976 189-19

VAT number: DE815119968

art&friends GmbH & Co.KG, 01.10.2018