General Terms & Conditions

Terms of business /Blackfire-Tourneeservice GbR

§ 1 Offer and conclusion of agreement

Offers of Blackfire-Tourneeservice GbR are subject to alteration without notice.

Orders can be placed verbally or in written form. The contract will come into effect with written confirmation by Blackfire-Tourneeservice GbR.

§ 2 Scope of service

The details of the written confirmation shall prevail to the scope of contactual service.

Service covers the supply of a vehicle as agreed in the written confirmation, a driver and the realization of transportion.

Agreed service does not include supervision of the passengers, supervision of objects belonging to the custome or to passengers left inside the vehicle, supervision of luggage, especially while loading and unloading.

§ 3 Price and payment

Prices as well as terms of payment are valid as agreed on conclusion of agreement.

§ 4 Notice of termination and withdrawal by the customer

If the customer cancels the contract before the end of journey or if he does not take up upon the vehicle he will not be released from the liability to pay as long as Blackfire-Tourneeservice GbR is not responsible for the circumstances leading to cancellation. Blackfire-Tourneeservice GbR is obliged to credit any saved costs and advantages arising from further use of the vehicle.

In this case the following fees have to be paid by the customer:

- non-utilazation up to 20 days before departure: 10%
- non-utilazation up to 11 days before departure: 25%
- non-utalization from the 10th day before departure: 50%

Claims for damages will be respectively higher or lower if Blackfire-Tourneeservice GbR proves a higher damage or if the customer proves a lower damgage.

§ 5 Notice of termination and withdrawal by the provider

Blackfire-Tourneeservice GbR as well as the customer may cancel the contract given that an improtant reason beyond their influence which makes transportation unacceptable especially in cases of majeure such as war, riots, epidemic diseases, seriously dangerous weather and road conditions, closing of frontiers and road blocks.

In case of breakdown of vehicle involving a third party especially caused by accident involving a third party, technical defects of the vehicle in spite of regular maintenance etc. Blackfire-Tourneeservice GbR as well as the customer will be released from their obligations given that an equivalent vehicle cannot be provided due to above mentioned circumstances or lack of availabilaty.

In both cases Blackfire-Tourneeservice GbR obliged to make the necessary organizational arrangements in accordance with the customer during the transportation. For fulfilled service Blackfire-Tourneeservice GbR will receive a consideration according to the agreed rates. Additional costs have to be taken over by the customer.

§ 6 Liabilaty

Blackfire-Tourneeservice GbR is liable for material damages as reffered to in §23 'Personenbeförderundsgesetz' –passenger transportation law- (exclusion of liability in case of material damages exceeding Euro 1022,58 per person given that damage is not caused by intention or gross negligence by Blackfire-Tourneeservice GbR).

Furthermore, the liability of Blackfire-Tourneeservice GbR for breach of duty within the scope of the contract – no matter which legal ground – is limited to the triple amount of the agreed fee, as long as no intention or gross negligence are given.

Demands not based on the contract between Blackfire-Tourneeservice GbR and customer will not be affected by liability limitations.

Further liability of Blackfire-Tourneeservice GbR is excluded (see §2, no. 3).

§ 7 Legal domicile

Legal domicile is Stadthagen (Germany) as far as the customer is a merchant, a legal entity of public law or a public institution.

§ 8 Severability clause

If a provision of this GTC is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity, legality and enforceability of the remaining provisions.

§ 9 Law in force

The law of the Federal Rebublic of Germany is effective.