

# General Terms and Conditions

## Stadtgeschichten Bremen

Dear guests, here you will find the General Terms and Conditions for *Stadtgeschichten Bremen*.

### Legal position between the contracting parties

The contract is concluded exclusively between *Stadtgeschichten Bremen* - the tour guide Jasmin Nitzschner - (hereinafter called tour guide) and the client (hereinafter called guest).

### Conclusion of a contract

With the order for the tour a service contract is created and the guest accepts the GTC as far as they are effectively used as a basis for the contract. At the guest's request, the tour guide will prepare an individual offer. In this case, the contract is concluded by the customer's written confirmation of the offer made by the tour guide within the set period, unless otherwise agreed. The tour guide can confirm the booking by e-mail or letter. In all other cases, the customer offers the tour guide the binding conclusion of a contract. The basis of this offer are the invitations to tender and the supplementary information of the tour guide for the respective tour. The registration can be made in writing, verbally, by fax or by e-mail. The contract is concluded with the receipt of the tour guide's declaration of acceptance. It does not require any particular form.

Unless otherwise agreed, the booking of a guided tour is usually made by the guest's written confirmation of the tour guide's offer.

If the booking is made by a third party designated as the group client, i.e. an institution or company (e.g. private group, adult education centre, school class, association, bus company, tour operator, incentive or event agency, travel agency), then this third party is the sole contracting party, unless it expressly acts as the legal representative of the later participants in accordance with the agreements made. In this case, the Group Client shall be fully liable to pay the agreed remuneration or any cancellation costs. The guest is advised that in the case of all the above-mentioned booking types there is no right of withdrawal for contracts concluded by distance selling after conclusion of the contract due to the statutory provision of § 312 g Para. 2 Sentence 1 No. 9 BGB (German Civil Code).

### Conduct of the contract

In the contract all details relevant to the tour such as date, time, duration, meeting point, number of participants, type of tour, fee and mode of payment are listed. The information on the duration of the guided tours is approximate. Guided tours take place in all weather conditions. If necessary, an alternative can be arranged by individual agreement. Changes or deviations from the agreed content of the booking are permitted, provided that the changes or deviations are reasonable for the guest, taking into account the interests of the tour guide. Changes or deviations are reasonable, especially if they are not substantial and do not significantly affect the overall layout of the booked tour or if external circumstances exist for which the tour guide is not responsible – e.g. road closures, closure of museums, unanticipated illness of the tour guide, etc. If the changes or deviations are not reasonable for the guest, taking into account the interests of the tour guide, the guest has the right to withdraw from the contract.

### Execution of the order

The contract includes all details relevant to the tour such as date, time, duration, meeting point, number of participants, type of tour, fee and method of payment. The information on the duration of guided tours is approximate. Guided tours take place in all weather conditions. If necessary, an alternative can be arranged by individual agreement.

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### **Group size**

Unless otherwise specified, the maximum number of participants per group is 25 people. If the group size is exceeded, the assignment of an additional tour guide is necessary. For city tours by bus, one tour guide will be assigned per bus.

### **Delayed start of the tour**

The guide waits 15 minutes after the agreed upon time for the entire group to appear. He/she is available from the agreed time for the booked tour - including the waiting time. The elapsed waiting time will be charged to the agreed tour duration. If the group has informed the guide (by telephone) about the delay, the waiting time will be extended by arrangement. If the guest arrives late, there is no entitlement to the complete provision of the service. If the service is nevertheless rendered in full by mutual agreement, the tour guide may insist on an increase in the fee previously agreed upon with the guest on site.

If the guide is late, the guest can demand full performance of the service. If this is not possible due to time constraints, the guest may claim a reduction of the fee corresponding to the lost time of performance.

### **Cancellation of the tour**

The guest may cancel the booked service free of charge up to 10 days before the date of the tour. Within 10 days up to two days before the date of the tour a cancellation fee of 50% of the agreed fee will be charged. In case of a cancellation with even less notice or if the guest does not appear on the day of the agreed appointment, the full fee is due. The following applies to the culinary city tours: The guest can cancel the booked service free of charge up to 21 days before the date of service provision. Within less than 21 days up to two days before the date of service provision, a cancellation fee of 50% of the agreed fee will be charged. In case of cancellation at even shorter notice or in case of non-appearance of the guest on the day of the agreed date, the full fee is payable. In any case, the guest is permitted to prove that the tour guide has suffered no or significantly less damage as a result of the cancellation or non-appearance. The tour guide reserves the right, in deviation from the above flat rate, to demand a higher compensation to be calculated in concrete terms if the loss in the individual case is significantly higher than the agreed flat rate.

Should the tour guide not be able to provide the contractually agreed service for reasons which were not known at the time the contract was concluded, she shall undertake to organize another tour guide who is fully suitable for the agreed tour and inform the guest of this. Should this not be possible in extreme exceptional cases (e.g. sudden illness, accident on the way to the meeting point), the tour must be cancelled. In this case, any fees already paid will be refunded immediately.

### **Prices and method of payment**

The concrete terms of payment result from the offer and the booking confirmation. Unless otherwise agreed, the fee is to be paid in cash to the tour guide prior to the tour. After prior agreement, the fee may also be paid in advance. The guest will receive an invoice for this. Cheques or credit cards are not accepted. For the culinary tours it is necessary to transfer the fee in advance. The guest will receive an invoice for this. The payment includes all fees. Entrance fees to museums or other facilities, catering costs as well as transport costs with public and private means of transport are only included in the agreed price if they are expressly listed under the services of the guided tour or are additionally agreed.

## **Liability**

The tour guide is liable for damages, which are not bodily injuries, only for intent and gross negligence and for the violation of essential contractual obligations (cardinal obligations). In case of negligent violation of cardinal obligations, the liability of the tour guide is limited to contract-typical and foreseeable damages and in any case to three times the value of the offered service. This limitation of liability also applies to the tour guide's vicarious agents.

## **Choice of law and final provisions**

The entire legal and contractual relationship between the tour guide and the guest, who has no general place of residence or business in Germany, is governed exclusively by German law with the provision that if the guest has his usual place of business abroad according to Art. 6 Para. 2 of the Rome - I Regulation also affords the protection of the mandatory provisions of law that would apply without this clause.

The tour guide points out with regard to the law on consumer dispute resolution that she does not participate in a voluntary consumer dispute resolution. If a consumer dispute resolution would become obligatory for the tour guide after the printing of these conditions, she shall inform the guest of this in an appropriate form. The tour guide refers to the European online dispute settlement platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions.

Should one or more provisions be ineffective, the other provisions shall not be affected thereby.

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