

Terms of contract for the provision of guided tours

Dear customer, the following translation of our Terms and Conditions is **for convenience purposes only**. **For all legal purposes, the German version alone shall be authoritative**. You will find the German Version (AGB) at www.regensburg.de/tourismus.

The following terms of contract shall govern on the one hand the legal relationship between **Regensburg Tourismus GmbH – hereinafter referred to as “RTG”** and yourself, hereinafter called **“the Customer”** or the person ordering guided tours **with respect to the provision of guided tours offers**, and on the other hand, **the legal relationship between the tour guide supplied by RTG and yourself**. Insofar as they are effectively applied, they shall make up the content of the **Contract of Service** coming into force between the tour guide and yourself in the event of a booking. **Please read these terms carefully.**

1. RTG's status

- 1.1. RTG is only an intermediary with respect to the contract of service between the customer or the person ordering the tour and the executing tour guide.
- 1.2. RTG shall not therefore assume liability for any services, personal or material damage in connection with the tour. This shall not affect any liability of RTG arising out of the agency relationship.
- 1.3. The foregoing provisions in 1.1 and 1.2 shall not apply insofar as the guided tours are a contractually agreed service to be provided within the frame of a package tour or any other travel offer in which RTG is the customer's or the ordering party's direct contracting party.

2. Tour guide's status, applicable legal provisions

- 2.1. The legal relationship between the tour guide and the customer or the person ordering the tour are first subject to any agreements made with the tour guide supplementing these terms of contract for the provision of guided tours, alternatively to the statutory regulations on contracts for service under §§ 611 et seq. BGB.¹
- 2.2. Insofar as nothing to the contrary is stipulated in compelling international or European legal provisions applicable to the contractual relationship, the overall legal and contractual relationship with the tour guide and RTG shall be exclusively subject to German law.

3. Conclusion of contract, corporate customer's position

- 3.1. By effecting a booking, which can be verbally, in writing, by fax, via E-Mail or over the Internet, the Customer or the ordering party shall enter into a binding service contract with the respective tour guide, represented by RTG as his legal representative, on the basis of the specifications of the respective tour and of these terms of contract.
- 3.2. If booking is carried out by a third party referred to in the present terms as “corporate customer”, i.e. an institution or a company (private group, adult education centre (Volkshochschule), school class, association, tour operator, incentive or event agency, travel agency), the latter as sole ordering party shall be RTG's contracting party within the frame of the agency contract or the tour guide's within the frame of the service contract, insofar as it does not expressly act as a legal representative of secondary participants under the concluded agreements. In this case, the corporate customer shall be fully liable for payment of any agreed remuneration or any cancellation fees.
- 3.3. If it was expressly agreed that the ordering party is effecting a booking as a legal representative of secondary participants, he shall be personally and directly liable for all obligations of secondary participants insofar as he has taken over these obligations by virtue of express separate declaration.
- 3.4. The guided tour service contract shall come into force upon RTG's confirmation as a representative of the tour guide. It is not bound to any specific formal requirements. As a rule, however, except in the case of bookings at very short notice, RTG shall send a written copy of the booking confirmation to the Customer or the person ordering the tour. In case of binding telephone bookings, the contract shall be legally valid independently of any receipt of the written copy of the booking confirmation and of an agreed advance payment.

4. Services to be performed, right of substitution

- 4.1. Services to be provided by the tour guide consist in the performance of the guided tour in accordance with the specifications and any additional agreements.
- 4.2. Insofar as nothing to the contrary was expressly agreed, the performance of the guided tour is not owed by a specific tour guide. Rather, respective tour guide shall be selected according to RTG's necessary qualification criteria.
- 4.3. Even if a specific tour guide was personally named and booked, RTG reserves the right in case of a compelling reason for being prevented (especially due to illness) to substitute him with another suitably qualified tour guide.
- 4.4. The scope of duties owed shall result from the specifications and any additional agreements. Any third party information and warranties (especially from travel agencies, hotels, transport companies) on the scope of the contractual services contradicting the specifications or the agreements made with RTG and/or with the tour guide, shall not be binding for RTG and the tour guide.
- 4.5. Any changes or amendments to the contractually offered services necessitate an explicit agreement with RTG or the tour guide, which for reasons of proof should be in writing. The amendment fee is €5,00 per amended entry.
- 4.6. Changes to major services deviating from the agreed content of the contract that become necessary after the conclusion of the contract (especially also changes in the schedule of the tour) and were not brought about by the tour guide in bad faith, are permitted, insofar as the changes are insignificant and do not impair the overall tour calibre.
- 4.7. Details on tour duration are approximate.

5. Prices and payment

- 5.1. Agreed prices include the performance of the guided tour and additionally offered or agreed services.
- 5.2. Agreed prices are based on a group size of maximum 25 participants and shall apply to the agreed or offered tour duration. If the participant number exceeds 25 participants or the tour duration is extended in agreement with the participants or the group, an according additional remuneration may be requested.
- 5.3. Admission fees, board expenses, spa and tourist tax as well as transport costs on public and private transport, city maps, leaflets, museum guides, tour costs within the frame of the visited sights included in the guided tours are only included in the agreed price if they were expressly listed as guided tour services or additionally agreed.
- 5.4. Insofar as nothing else was agreed, especially with respect to a down payment, the agreed remuneration shall become due in cash upon commencement of the guided tour. Cheques or credit cards are not accepted. Payment with vouchers (entitlement vouchers) is only possible if they are issued by RTG and are valid for the respective tour. Vouchers issued by third parties shall only be valid upon an according express agreement with RTG. A special procedure may be agreed with regular customers.
- 5.5. Insofar as the tour guide is ready and in a position to perform the agreed services and no statutory or contractual retention rights of the Customer or the ordering party are justified, there shall be no entitlement to the agreed services without full payment prior to the commencement of the tour.

6. Failure to use ordered services

6.1. If the Customer or the ordering party does not use the agreed services, either wholly or partly, for reasons that cannot be attributed to the tour guide or to RTG, even though the tour guide is ready and in a position to provide the services, there shall be no entitlement to reimbursement of already effected payments.

6.2. The agreed remuneration shall be subject to statutory regulations (§ 615 p. 1 and 2 BGB¹):

- a) The agreed remuneration is to be paid without entitlement to a subsequent performance of the guided tour
- b) The tour guide shall, however, allow the saved expenses to be credited to the remuneration as well as any remuneration he obtains or maliciously refrains to obtain through other use of agreed services.

7. Cancellation and withdrawal by customer or ordering party

7.1. The Customer or the ordering party may cancel the order after conclusion of the contract with the tour guide or RTG up to the day before the agreed commencement of performance. Cancellation is not subject to any specific formal requirements. However, a written cancellation is strongly recommended.

7.2. Insofar as the tour guide was ready and in a position to perform contractually agreed services and neither he nor RTG is responsible for the cancellation, the Customer or the ordering party shall be liable to pay a flat processing fee of €35,00 per group booking in case of withdrawal. The Customer or the ordering party are at liberty to prove to the tour guide or RTG that they did not incur significantly lower expenses as the claimed processing fees as a result of the cancellation. If they can provide adequate proof, the Customer or the ordering party may only have to pay the lower amount.

8. Liability of tour guide and of RTG

8.1. For RTG's liability, please refer to 1.2 of these terms.

8.2. Any liability of the tour guide for any damage that is not physical damage is excluded insofar as the damage was not caused intentionally or by gross negligence.

8.3. The tour guide shall not be liable for any services, actions, or omissions of catering businesses, institutions, sights carriers or any places that are visited within the frame of the tour, unless the damage was caused or jointly caused by a culpable or breach of duty of the tour guide.

9. Insurance covers

9.1. Contractually agreed services shall only include insurance covers in favour of the Customer or ordering party if it was expressly agreed.

9.2. The Customer or ordering party are expressly advised to take up a travel cancellation insurance policy.

10. Guided tour time and date, customer responsibilities

10.1. The Customer or corporate customer are required to specify a mobile phone number when booking or in due time before the agreed date of the tour, on which they can be contacted in case of exceptional occurrences. As a rule, RTG shall also give the Customer or a named person the mobile phone number of the respective executing tour guide.

10.2. Tours are to be carried out at the agreed time. If the Customer is delayed, he is to inform the tour guide of his delayed coming at least by the agreed commencement of the tour and to indicate a likely arrival time. The tour guide may refuse to postpone the beginning of the tour if the postponement is objectively impossible or unreasonable, especially if subsequent tours or other compelling business or private appointments of the tour guide cannot be kept as a result. Generally speaking, any postponements over 30 minutes shall entitle the tour guide to cancel the tour.

10.3. The Customer or the representative of the corporate customer are liable to notify the tour guide of any imperfections in the tour and agreed services immediately and to demand remedy. Any claims with regard to poor or incomplete performances of the tour guide, shall not become forfeited if this notification of a defect is omitted for reasons that cannot be attributed to the Customer.

10.4. The Customer or the ordering party shall only be entitled to cancel or terminate a tour after the beginning of the tour if the performance of the tour guide is substandard and these imperfections are not remedied in spite of according notification of defects. There is no entitlement to reimbursement in the case of unjustified cancellation or termination.

11. Period of limitation

11.1. Contractual claims on the part of the tourist/principal against the tourist guide or RTG arising from injury to life, limb or health, including contractual claims for pain and suffering, that are based on said parties' negligent breach of duty or a deliberate or negligent breach of obligation on the part of their authorised or vicarious agent shall lapse after three years. This shall also apply to compensation claims for other damages that are based upon a grossly negligent breach of duty on the part of the tourist guide and/or of RTG or based on a deliberate or grossly negligent breach of duty by their authorized or vicarious agents.

11.2. All other contractual claims shall lapse after one year.

11.3. The limitation period according to the above provisions shall begin in each case as from the end of the year in which the claim arose and in which the guest/principal became aware of the circumstances upon which the claim is based and in which the tourist guide and/or RTG as liable parties became aware or, without gross negligence, had to become aware of said circumstances.

11.4. If negotiations are in progress between the tourist and the tourist guide and/or RTG in regard to the claims lodged or the circumstances upon which the claim is based, the limitation period shall be suspended until such time as the tourist or the tourist guide and/or RTG refuses to continue with the negotiations. The aforesaid limitation period of one year shall become effective three months after suspension at the earliest.

12. Place of jurisdiction

12.1. Insofar as complete on-site payment to the tour guide is agreed, the place of performance and the place of jurisdiction shall be the place where the tour is carried out.

12.2. The Customer or ordering party may only file a legal action against the tour guide or RTG at their general place of jurisdiction.

12.3. For any lawsuits of the tour guide or RTG against the Customer or the ordering party, the general venue of the Customer or the ordering party shall be authoritative. If the ordering party is a merchant in the meaning of the German Commercial Code or a public or private law legal entity, or if the Customer or ordering party have no general place of jurisdiction in Germany, the exclusive place of jurisdiction for any claims of the tour guide or RTG shall be their place of residence or their principal place of business.

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¹ BGB = Bürgerliches Gesetzbuch: German Civil Code