

## **BERLIN TOUR AND GUIDE – Terms and Conditions**

Update 2014

### **1. Booking and Contract Conclusion**

Through the signature or a verbal agreement from the contract partner, further named as CLIENT, is the Booking/Contract binding. The booking of the contract applies to group tours for all members of the tour group are responsible for any outstanding debts. The CLIENT acknowledges and accepts with his/her signature or verbal agreement our General Terms and Conditions. The booking is binding for both parties when the ordered services are confirmed by **Berlin Tour and Guide**, further named CONTRACTOR, either through verbal agreement or written, per fax, per e-mail.

### **2. Payment**

Payment of the total amount for the ordered service is payable before begin of the tour in cash without deductions or at least 60 days before the tour start accounted to the bank of the CONTRACTOR. The terms of payment are fixed unless other arrangements between CONTRACTOR and CLIENT have been agreed upon.

### **3. Service modifications and descriptions**

The coverage of the contractual service offer is determined from the offered service description or that in the agreed contract from the CONTRACTOR. Rebookings, adjustments and extra services require an agreement through the CONTRACTOR either verbal or written, per fax, per e-mail. These can cause possibly increase of prices. The discontinuation of parts from the service represents no entitlement of payments either in part or in whole to retained, when these reasons are not caused by the CONTRACTOR. If discontinuations of parts from the service are presented through the CONTRACTOR he has the right to substitute the discontinued service with another of equal value. The CONTRACTOR is obligated to inform the CLIENT of changes to the contract. When, as the case may be, the CONTRACTOR would offer the CLIENT a free of charge change of reservation or a free of charge cancellation.

### **4. Withdrawal (Cancellation) through the CLIENT**

The CLIENT may cancel at anytime before begin of a booked tour. The cancellation must be in written form either per e-mail or per fax and from the CONTRACTOR confirmed and validated. If the CLIENT withdraws from the contract or an organized appointment without cancellation of the contract the CONTRACTOR has the right to demand a corresponding compensation. The CONTRACTOR can calculate the compensation precisely or at his choice calculate a percent cancellation fee.

#### **The amounts:**

- \* 15-30 Days before tour begin: 50 % of the contract total price
- \* 7-14 Days before tour begin: 75 % of the contract total price
- \* 1-6 Days before tour begin: 100 % of the contract total price
- \* 1 Day, on the day of the tour and non-attendance of the CLIENT: 100 % of the contract total price

### **5. Withdrawal (Cancellation) through the CONTRACTOR (Berlin Tour and Guide)**

The CONTRACTOR can cancel the contract under the following cases: - Due to the influence of weather or acts of nature beyond control, congestion, blocked roads, street festivals, etc... - Because of sudden sickness of any City guides (in such case the contractor will make every effort to find a backup guide) - When the CLIENT or a member of the CLIENT group tour disrupts the implementation of a tour, even after being advised of the disruption, then sustains the disruption or in such a case as not to abide to the contract can the CONTRACTOR an immediate, with justification, cancellation of the contract. - If the CLIENT breaks the agreed contract terms.

## **6. Liabilities**

**Berlin Tour and Guide**, the CONTRACTOR, assumes liability for the accurate preparations of the booked service, for the careful choice, monitoring of services, the accuracy of service description and for the adequate provision of the agreed services in the contract. **Berlin Tour and Guide** assumes no liability for the services of external companies identified from Berlin Tour and Guide (i.e. Public transport, Trains, busses or Taxis, Theatres, Museums, Exhibition visits and restaurants) and any other services from external companies which are explicitly identified in the service description. For accidents and damages Berlin Tour and Guide assumes no liabilities.

## **7. Co-Operation Obligation**

The CLIENT or member/members of a group tour are obligated, when service disruptions occur, to Co-Operate within the frame under the terms of the legal contract so as to prevent damage or accident. The CLIENT or member/members of a group tour are especially obligated to inform **Berlin Tour and Guide**, without hesitation, of any complaints.

## **8. Information Protection**

The CLIENT is in agreement that for the purpose of processing the agreed services personal information given at our disposal may be used further by **Berlin Tour and Guide** for customer care and services. This information is only for use by Berlin Tour and Guide and under the German data protection act will not be passed on to any other third parties.

## **9. Inefficacy of individual Regulations**

The inefficacy of individual regulations of the general business conditions or the contract does not entail the inefficacy of the entire contract.

## **10. Delivery and Jurisdiction area**

Place of delivery and exclusive area of jurisdiction are Berlin.