

## GENERAL TERMS AND CONDITIONS OF AGENCY SERVICES FOR GUIDED TOURS

Dear guests of the city of Meissen,

The following contractual terms and conditions govern on the one hand the legal relationship between Tourist-Information Meissen – hereinafter referred to as "TI-M" – and you – hereinafter referred to as "the guest" – or the client of the guided tour with regard to the agency activities of TI-M, and on the other hand the legal relationship between you and the tour guide mediated by TI-M. They become, insofar as they are included in a legally valid manner, the content of the service contract which is concluded between the guest or client and the tour guide in the event of your booking. **Therefore, please read these conditions carefully before booking.**

### 1. Position of TI-M and the tour guides; scope of application of these contractual terms and conditions; applicable legal provisions

1.1. The tour guide provides the advertised contractual services as the direct contractual partner of the guest or client and as an independent service provider. TI-M is **exclusively the agent** of the contract between the guest or client of the guided tour and the tour guide.

1.2. TI-M is **therefore not liable** for services, deficiencies in services, personal injury or damage to property in connection with the tour. This does not apply if the guided tour is a contractually agreed service of a travel package or other offer for which TI-M is the direct contractual partner of the guest or client. Any liability of TI-M arising from the agency relationship remains unaffected, as do legal obligations of TI-M as a provider of associated travel services.

1.3. **Services in addition to the contractual services advertised, such as transfers, entrance tickets, meals, additional sightseeing tours and tastings, are likewise exclusively arranged by TI-M. Transport in the context of guided tours is not a travel package service. The procurement of other tourist services according to § 651a (3)(4) BGB (German Civil Code) together with the contractual services advertised does not constitute the conclusion of a travel package contract.**

1.4. The legal relationship between the tour guide and the guest or client of the tour is governed first and foremost by the agreements made with the tour guide or TI-M as the tour guide's representative, supplemented by these Terms and Conditions of Agency and Contract, and alternatively by the statutory provisions on service contracts §§ 611 et seq. BGB (German Civil Code). The agency relationship with TI-M is governed first and foremost by the agreements concluded with TI-M, then by the provisions on TI-M's agency activities in these contractual terms and conditions and, in the alternative, by the statutory provisions of § 675 of the German Civil Code (BGB) on the provision of paid services.

1.5. These Terms and Conditions of Agency and Contract apply, insofar as legally agreed, to guided tours and other offers brokered by TI-M. They do not apply to travel package contracts with TI-M or to contracts with TI-M as a provider of associated travel services.

1.6. Unless otherwise stipulated in favour of the guest or client in mandatory international or European law provisions applicable to the contractual relationship with the tour guide(s) or the agency activities of TI-M, the entire legal and contractual relationship with the tour guide and TI-M shall be governed **exclusively by German law.**

### 2. Conclusion of contract, appointment of a group client

2.1. The following applies to **all booking channels listed below**:

a) If the booking is made by a third party referred to in these terms and conditions as a "client", i.e. an institution or company (e.g. private group, adult education centre, school class, kindergarten group, club, tour operator, incentive or event agency, travel agency), this third party is the sole client and contractual partner of TI-M under the agency contract, or of the tour guide under the service contract, insofar as it does not expressly act as the legal representative of the subsequent participants under the agreements made. In this case, the client shall be liable for full payment of the agreed remuneration or other contractual payment claims.

b) TI-M points out that according to the statutory regulations (§ 312g (2)(1)(9) BGB), in the case of contracts for guided tours as contracts for services in connection with leisure activities concluded remotely (letters, catalogues, telephone calls, telexcopies, e-mails, messages sent via mobile phone service (SMS), broadcasting or telemedia), there is no right of cancellation and only the statutory regulations on the non-utilisation of services (§ 611 et seq., 615 BGB) apply (see also sections 6 and 7 of these contractual terms and conditions). However, there is a right of withdrawal if the contract was not concluded remotely but outside business premises, unless the verbal negotiations on which the conclusion of the contract is based were conducted as part of the consumer's prior order; in the latter case, there is also no right of withdrawal.

2.2. For **bookings made verbally, by telephone or by e-mail**, the following shall apply:  
a) By making a **booking**, the guest or client offers the respective tour guide, represented by TI-M as the legal representative, the **binding conclusion of a service contract** on the basis of the service description for the respective tour and these contractual terms and conditions, and at the same time grants TI-M the corresponding agency order.

2.3. The service contract for the guided tour comes into effect through the booking confirmation, which TI-M makes as the representative of the tour guide and which, unless otherwise agreed, is sent by e-mail.

### 3. Services, reservation of substitution; deviating agreements; change to essential services; duration of guided tours; weather conditions;

3.1. The service owed by the tour guide(s) consists of the implementation of the guided tour in accordance with the service description and the additional agreements made.

3.2. Unless otherwise **expressly agreed**, the guided tour is **not owed by a specific tour guide**. Rather, the selection of the respective tour guide is the responsibility of TI-M, according to the required qualifications.

3.3. Even in the event of the appointment or express agreement of a specific tour guide, the right is reserved to **replace** this guide with another suitable and qualified tour guide in **the event of a compelling reason for unavailability** (in particular due to illness).

3.4. The scope of the services owed results from the service description and the additional agreements made. Information and assurances from third parties or agreements with them (in particular travel agencies, accommodation providers, transport companies, restaurants, museums or other places of interest) regarding the scope of the contractual services, which contradict the description of services or the agreements made with TI-M and/or the tour guide, are not binding on TI-M and the tour guide.

3.5. **Information on the duration of guided tours is approximate.**

3.6. The following applies to weather conditions and their effects on agreed guided tours:

a) Unless otherwise expressly agreed in individual cases, **the agreed guided tours take place in all weathers.**

b) Accordingly, weather conditions do not entitle the guest or client to withdraw from or terminate the contract with the tour guide free of charge. This shall only not apply if the weather conditions impair the body, health or property of the guest or the client's participants in the guided tour to such an extent that the tour is objectively unreasonable for the guest or client and their participants.

c) If such conditions exist at the start of the tour or are objectively to be expected before the start of the tour at the agreed time, both the guest or client and the tour guide or TI-M as their representative reserve the right to terminate the contract for the guided tour with or without notice.

d) In the event of such termination by the tour guide or TI-M as its representative, the guest or client shall have no claim to reimbursement of costs, in particular travel and accommodation costs, unless contractual or statutory claims by the guest or client for damages or reimbursement of expenses are justified in this respect.

3.7. The tour guide can terminate the contract with the guest without notice if the guest, before or after the start of the tour, despite a warning, significantly violates contractual or legal obligations or if he or she disturbs or impairs the tour, the tour guide or other tour guests or their safety. A warning prior to termination is dispensable if the guest's misconduct is objectively so serious that immediate termination is justified. Clause 3.6 d) shall apply accordingly in the event of termination.

### 4. Group size; prices and payment

4.1. The advertised or contractually agreed group size per tour guide may not be exceeded. Bookings for a number of participants exceeding the advertised group size may be made dependent on the TI-M booking additional guides. If the advertised or agreed group size is exceeded, the advertised or agreed additional remuneration will be due. There is no entitlement to an increase in the number of participants **after conclusion of the contract**, in particular in the case of unannounced appearance before the start of the tour. If such participants are admitted, the additional fee must be paid in cash to the tour guide before the start of the tour or at TI-M.

4.2. **Entrance fees, catering costs, transport costs by public and private means of transport, city maps, brochures, museum guides, costs of guided tours** within the tourist attractions visited as part of the guided tours are **only** included in the agreed price if they are **expressly listed** under the services of the guided tour **or if have been additionally agreed.**

4.3. The entire payment, including the price for agreed individual additional services, is **due in cash or by ATM card payment** before the start of the guided tour. Cheques and credit cards are not accepted. **Payment with vouchers (entitlement vouchers)** is only possible if they are **issued by TI-M** and are valid for the respective tour. Vouchers issued by third parties are **only valid if expressly agreed** with TI-M. Insofar as payment against invoice has been agreed, the terms of payment listed therein shall apply to the due date for payment, in particular with regard to down payments or final payments before the start of the tour.

## 5. Non-utilisation of services

5.1. If the guest or client does not make use of the agreed services, in whole or in part, without the tour guide or TI-M being responsible for this, in **particular by not arriving or not starting the tour without terminating the contract**, although the tour guide is willing and able to provide the service, there is **no entitlement to a refund of payments already made**.

5.2. The agreed remuneration shall be governed by the **statutory provisions (§ 615 (1 and 2) BGB)**:

- a) The agreed remuneration **is to be paid** without there being any entitlement to a repeat of the guest tour.
- b) The tour guide must, however, deduct from the remuneration any expenses saved as well as any remuneration that he/she obtains or maliciously refrains from obtaining through other use of the agreed services.

## 6. Cancellation and withdrawal by the guest or client

6.1. The guest or client can terminate the contract with the tour guide free of charge after the conclusion of the contract **no less than five business days before the agreed start of services**. The notice of termination does not require any particular form. However, termination in written form is **strongly recommended**.

6.2. In the event of **termination by the guest or client one to four business days before the start of the tour**, TI-M will charge a handling fee in the amount of 60% of the agreed total price of the guided tour, which also covers corresponding claims of the tour guide in connection with the termination of the service contract with the tour guide. The guest or client reserves the right to prove to the tour guide or TI-M that they have not incurred any loss or costs or that the loss or costs incurred by them are significantly lower. In this case, the guest or client shall only have to reimburse the lower amount of the expenses or costs.

6.3. In the event of **cancellation less than one business day before the start of the tour or on the day of the tour itself**, the **full agreed remuneration shall be payable**. The tour guide shall, however, deduct from the remuneration any expenses saved as well as any remuneration which he/she obtains or maliciously refrains from obtaining through any other use of the agreed services. However, saved expenses in relation to additional services for the guided tour, in particular the costs of bus transport, catering, drinks, entrance fees, etc., are to be reimbursed by the tour guide or TI-M to the guest or client only to the extent that a legal or contractual claim for reimbursement or refund exists vis-à-vis the respective service providers and can actually be obtained from them.

6.4. The **receipt of the guest's or client's notice of termination by TI-M during its published and/or notified business hours** is decisive for the above deadlines. Notices of termination must be sent **exclusively to TI-M**.

6.5. The above cancellation regulations do not affect the statutory or contractual cancellation rights of the guest or client in the event of defects of the tour guide's services or TI-M's agency services, and other statutory warranty claims, remain unaffected.

## 7. Liability of the tour guide and TI-M; insurance

7.1. For TI-M's liability, please refer to 1.2 of these terms and conditions.

7.2. **Liability of the tour guide** for damages that do not result from injury to the life, body or health of the guest or client is **excluded**, insofar as damage was not caused by the tour guide intentionally or through gross negligence.

7.3. **The tour guide is not liable** for services, measures or omissions of catering establishments, facilities, sponsors of sights or other offers visited as part of the tour, unless a culpable breach of duty on the part of the tour guide was the cause or contributory cause of the damage.

7.4. The agreed contractual services **only** include insurance in favour of the guest or client if **this is expressly agreed**. The guest or client is **expressly advised to take out travel cancellation insurance**.

## 8. Tour times, obligations of the guest or client; sound and image recordings

8.1. The guest or client is obliged to inform the tour guide promptly at the beginning of the tour of any special features of the group relevant to the tour (e.g. walking, seeing or standing disabilities or similar).

8.2. At the time of booking, or in good time before the agreed date of the guided tour, the guest or client is required to **provide a mobile phone number** on which he or she can be contacted in case of extraordinary events. As a rule, TI-M will also provide the guest or a designated person with a **mobile phone number for the tour guide**.

8.3. **Agreed tour times must be adhered to punctually**. Should the guest be late, he/she is obliged to **inform** the tour guide of this delay at the **latest by the time of the agreed start of the tour** and to state the expected time of the late arrival.

8.4. The tour guide may **refuse a late start of the tour** if postponement is objectively impossible or unreasonable, in particular if this means that subsequent tours or other compelling business or private appointments of the tour guide cannot be met. Postponements of up to 30 minutes entitle the tour guide to a corresponding reduction of the originally agreed tour time. **Postponements of more than 30 minutes generally entitle the tour guide to cancel the tour**. In this case, the provision in item 6 of these terms and conditions shall apply accordingly to the tour guide's claim to remuneration.

8.5. If the guest or the group or client indicates in good time a late arrival with a delay of more than 30 minutes at the agreed or advertised place of the start of the guided tour, the tour guide may, insofar as he/she does not make use of his/her right to cancel the guided tour, charge a fee per half hour or part thereof for delays beyond 30 minutes, in accordance with the information in the current price list.

8.6. The guest, or the representative of the group client, is obliged to **immediately report any deficiencies in the tour or the agreed services to the tour guide and to demand remedy**. Any claims arising from defective or incomplete services provided by the tour guide shall only not be forfeited if the guest fails to make this complaint through no fault of their own.

8.7. The guest or client is only entitled to cancel or terminate the tour after the tour has begun if the tour guide's performance is significantly deficient and these deficiencies are not remedied despite appropriate notification of deficiencies. In the event of an unjustified termination or cancellation, there is no entitlement to a refund. Warranty claims by the guest or client in the event of defective performance of the guided tour remain unaffected by this.

8.8. Audio and visual recordings of the tour guide or recordings of the tour content or the entire tour are not permitted. Pictorial and educational material shown may not be reproduced in any way without the consent of the tour guide.

## 9. Jurisdiction; alternative dispute resolution

9.1. With regard to the Consumer Dispute Resolution Act, TI-M and the tour guide point out that they do not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes obligatory for TI-M and the tour guide after these Terms and Conditions of Agency and Contract have gone to print, they will inform consumers of this in an appropriate manner. For all contracts concluded in electronic legal transactions, TI-M and the tour guide refer to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr>.

9.2. The guest or client may only file complaints against the tour guide or TI-M **at the latter's general place of jurisdiction**.

9.3. The guest's or client's general place of jurisdiction shall be decisive for complaints filed by the tour guide or TI-M against the guest or client. If the client is a merchant or a legal entity under public or private law, or if the guest or client has no general place of jurisdiction in Germany, the **exclusive place of jurisdiction** for actions brought by the tour guide or TI-M is the latter's place of residence or business.

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