

Agency Services and Contractual Terms for Guided Tours

Dear guests,

The following contractual terms regulate on the one hand the legal relationship between the **Verkehrsverein Nürnberg e.V. (Congress- und Tourismus-Zentrale Nürnberg)**, **Frauentorgraben 3, 90443 Nuremberg**, hereinafter referred to as the **"CTZ"**, and you, hereinafter referred to as **"the guest"**, or the contracting agency for the tour with regard to **agency services for guided tours**, and on the other hand the **legal relationship between you and the tour guide arranged by the CTZ**. To the extent that these terms are effectively included, they shall become part of the **service contract** formed in case of a booking between you and the tour guide. **Therefore please read through these general terms and conditions carefully.**

1. Position of the CTZ

- 1.1.** The **CTZ is exclusively a service agent** in the agreement between the guest or the contracting agency for the tour and the tour guide performing the service.
- 1.2.** The **CTZ is thus not liable for services, personal injury or damage to property in conjunction with the guided tour**. A possible liability of the **CTZ** arising from the agency service relationship remains unaffected by this.

2. Position of the tour guide, applicable legal provisions

- 2.1.** The agreements made on the legal relationship between the tour guide and the guest or the contracting agency for the tour are applicable, supplemented by these agency service and contractual terms, alternatively the legal regulations on the **service contract §§ 611 ff. BGB (German Civil Code)**.
- 2.2.** Unless otherwise specified in compulsory international or European regulations applicable to the contractual relationship, **exclusively German law** is applicable to the legal and contractual relationship in its entirety with the tour guide and the CTZ.

3. Conclusion of contract, Position of a group contracting agency

- 3.1.** By **booking** – be it orally, in writing, by telephone, by fax, by e-mail or by Internet– the guest or the contracting agency offers the **binding conclusion of a service contract** on the basis of the service specifications for the respective tour and these contractual terms to the respective tour guide, who is represented by the **CTZ** as a service agent.
- 3.2.** In the case of electronic booking, the **CTZ** gives electronic confirmation to the guest or the contracting agency immediately after **receipt** of the booking. This confirmation of receipt **does not yet represent a booking confirmation and does not constitute a claim** to the effecting of a contract with the tour guide.
- 3.3.** If the booking takes place through a third party, described in these terms as a "group contracting agency", that is, an institution or a company (private group, adult education center, school class, association, tour operator, incentive or event agent, travel agency), then this third party is the **sole contracting agency and contractual partner** of the **CTZ** in terms of the agency service contract or the tour guide in terms of the service contract, as long as he/she does not expressly act as the legal representative of the later participants. **The group contracting agency in this case is responsible for the full payment liability in regard to the agreed payment or possible cancellation fees.**
- 3.4.** If it is expressly agreed that the group contracting agency as the legal representative of the later participants shall make the booking, then he/she must **take the responsibility for all the obligations of the later participants directly and personally**, as long as he/she has taken over this obligation **through an express and separate statement**.
- 3.5.** The service contract on the guided tour is effected by the **confirmation**, which the **CTZ** makes as the service agent for the tour guide. **It requires no specific form**. Normally, however, the **CTZ** will issue the guest or the contracting agency a **written copy of the booking confirmation**, except for bookings at very short notice. For binding bookings by telephone the legal force of the agreement is **independent of the receipt of the written copy of the booking confirmation and a possible agreed advance payment**.

4. Services, Reservation of Substitution

- 4.1.** The service owed by the tour guide consists of giving the guided tour according to the service specifications and the additional agreements.
- 4.2.** **Unless otherwise expressly agreed**, the guided tour **does not have to be given by a specific tour guide**. Rather the choice of the respective tour guide, subject to the required qualification, is incumbent upon the **CTZ**.
- 4.3.** Even in the case of the designation of or express agreement on a specific person or tour guide, **in case of a compelling reason for the inability to attend** (in particular owing to illness), the right is reserved to **substitute** the tour guide with another suitable and qualified tour guide.
- 4.4.** The scope of the services owed is stated in the service specifications and the additional agreement. Information and warranties by third

parties (in particular travel agencies, accommodation providers, transport companies) on the scope of the contractual services that are at variance with the service specifications or the agreements made with the **CTZ** and/or the tour guide are not binding for the **CTZ** and the tour guide.

4.5. Amendments or supplements to the contractually issued services require an express agreement with the **CTZ** as the service agent for the tour guide or the tour guide her-/himself. For amendments this shall be done in written form up to **2 working days** before the tour starts for reasons of proof.

4.6. Amendments or substantive services diverging from the agreed content of the contract that become necessary after the conclusion of the contract (in particular also amendments on the time structure of the guided tour) that were not brought about by the tour guide in bad faith **are permissible**, as long as the amendments are not considerable and the overall organization of the tour is not impaired.

4.7. Information on the duration of tours is only approximate.

5. Prices and Payment

- 5.1.** The agreed prices include the giving of the guided tour and additionally issued or agreed services.
- 5.2.** For city tours exclusively on foot, the maximum number of participants is 25 persons per tour guide. This also holds for combined bus/walking tours.
- 5.3. Entrance fees, costs of meals, health resort and tourism taxes as well as transportation costs with public and private transportation, city maps, brochures, museum guides, costs of tours** within the context of the sights visited by the guided tours must be paid in cash and **only then** included in the agreed price, when they have been expressly **listed or additionally agreed** in the services of the guided tour.
- 5.4.** Unless otherwise agreed (in particular in regard to an advance payment or a subsequent payment on invoicing), the agreed fee is **due in cash after completion of the guided tour**. Checks or credit cards will not be accepted. **Payment by vouchers** is only possible if they are **issued by the CTZ** and are valid for the respective guided tour. Vouchers issued by third parties are **only valid with an express agreement to that effect with the CTZ**.
- 5.5.** The fees do not include VAT or sales tax.
- 5.6.** As far as the tour guide is prepared to render the agreed services and is in a position to do this and no legal or contractual right to refuse performance until counter-performance is effected by the guest or the contracting agency, no claim to the agreed services exists without full payment before the tour starts.

6. Nonuse of services

- 6.1.** If the guest or the contracting agency does not use all or some of the agreed services **without giving notice or a statement of cancellation**, without the tour guide or the **CTZ** being responsible for this, although the tour guide was prepared to render the services and was in a position to do so, **no claim to refunds for payments already made exists**.
- 6.2.** The **legal regulation (§ 615 pp. 1 and 2 BGB (German Civil Code))** applies as follows for the agreed fee:
 - a)** The agreed fee **must be paid**, without claim to a new guided tour.
 - b)** However, the tour guide must credit saved expenses as well as a fee that he obtains by use elsewhere of the agreed services or fails to obtain with malice.

7. Notice of termination and cancellation by the guest or the contracting agency

- 7.1.** The guest or the contracting agency can give notice of cancellation up to three working days before the agreed date free of charge.
Notice of cancellation is possible by telephone, fax or e-mail during our office hours (Tel. 0911 / 23 36 -123, Fax 0911 / 23 36 -166 open Monday to Friday all day from 8 am to 5.30 pm).
- 7.2.** In case of later notice of cancellation the full agreed fee must be paid. The regulation in sec. 6.2. applies accordingly.

8. Liability of the tour guide and the CTZ

8.1. Refer to sec. 1.2 of these contractual terms for the liability of the CTZ.

8.2. A liability of the tour guide for damage that is not personal injury is excluded, as long as the damage was not caused deliberately or through gross negligence by the tour guide.

8.3. The tour guide is not liable for services, measures or omissions by food establishments, facilities, sightseeing agencies or other offers visited in the context of a guided tour, unless culpable breach of duty by the tour guide was responsible or concurrently responsible for causing the damage.

9. Insurance

9.1. The agreed contractual services contain insurance for the benefit of the guests or the contracting agency **only if this is expressly agreed.**

9.2. It is expressly recommended that the guest or contracting agency take out travel cancellation insurance.

10. Tour times, obligations of the guests

10.1. When booking, or in good time before the agreed date of the tour, the guest or the group contracting agency must provide **a cell or mobile phone number**, under which contact can be made with you in the case of extraordinary circumstances. Normally the CTZ will also provide the guest or a designated person with the corresponding **cell or mobile phone number of the tour guide giving the tour.**

10.2. Agreed tour times must be punctually adhered to. If the guest is late, he/she is obliged to **inform the tour guide of this at the latest by the time of the agreed start of the tour** and to specify the estimated time of late arrival. The tour guide can **refuse a later start to the tour**, if the delay is objectively impossible or unreasonable, in particular if subsequent tours or other compelling business or private appointments of the tour guide can not be adhered to. **Delays of more than 30 minutes entitle the tour guide generally to refuse the tour.**

10.3. For a late tour start the tour guide's fee is calculated from the agreed starting time of the tour at the agreed or generally valid rates, as long as the delay is not caused by the tour guide.

10.4. The guest or the representative of the group contracting agency is obliged to **immediately notify the tour guide of possible defects in the tour and agreed services and to request relief.** Possible claims arising from defective or incomplete services by the tour guide are only cancelled if this notification of defects is culpably omitted.

10.5. The guest or the contracting agency are only entitled to **discontinuance or cancellation of the tour after the tour has started**, if the performance of the guided tour is considerably defective and, despite a notification of defects to that effect, corrective action for these defects is not taken. **In case of an unjustified discontinuance or cancellation, the claim to a fee still continues to exist. Sec. 6.2 applies accordingly.**

10.6. Bus tours can only be conducted in buses with a functioning microphone and a courier seat. Otherwise the tour guide is entitled to refuse the tour, but continues to be entitled to his/her fee (sec. 6.2 applies accordingly).

11. Statute of limitations

11.1 Claims by the guest or the contracting agency against the tour guide or the CTZ, regardless of the legal reason – however, with the exception of claims by the guest or the contracting agency in a tort act – are **statute barred within one year.**

11.2 The limitation begins at the end of the year in which the claim arose and the guest or the contracting agency, as parties against whom claims may be asserted, have obtained knowledge or must have obtained without gross negligence of the circumstances that constitute the claim against the tour guide or CTZ.

11.3 If negotiations between the guest or the contracting agency and the tour guide or the CTZ are pending on asserted claims or the circumstances constituting the claim, then the statute of limitations is suspended until the guest or the contracting agency or the tour guide or the CTZ refuse to continue the negotiations. The limitation period of one year goes into force at the earliest 3 months after the end of the suspension of the limitation period.

12. Place of jurisdiction

12.1. As long as full **payment on the spot** to the tour guide is agreed, the place **of performance and jurisdiction is the place where the tour was given.**

12.2. The guest or the contracting agency may file a complaint against the tour guide of the CTZ **only at their place of general jurisdiction.**

12.3. For complaints filed by the tour guide or the CTZ against the guest or the contracting agency, the place of general jurisdiction of the guest or the contracting agency is decisive. If the contracting agency is a businessman or a legal entity under public or private law or if the guest or the contracting agency has no place of general jurisdiction in Germany, then the **exclusive place of jurisdiction** for complaints by the tour guide or CTZ is their place of residence or head office.

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