

# **Terms of Service for booking Guided Tours given by Mainz Tours**

**23rd October 2020**

## **§ 1 Subject**

(1) The subject of this contract is the guiding of guests on tours or other touring programs, such as city tours, museum tours, exhibition tours, church tours (hereinafter guest tours). The tour guide contract is concluded exclusively between the tour guide and the guests. The tour guide offers guided tours independently and is not bound by instructions. The tour guide is free to decide whether to accept or reject orders.

(2) If the booking of a guided tour is arranged through an agency or another third party, this acts exclusively as a contract agent. This does not prevent the agency from handling parts of the contract and complaint management.

## **§ 2 Booking**

(1) Guests can send booking inquiries directly to [judith@mainz-tours.com](mailto:judith@mainz-tours.com) or to an agency.

(2) In the case of a booking request by telephone, the tour guide will send the guest a confirmation of receipt of his request, which contains these general terms and conditions, to an address provided by the guest before the booking is confirmed. A booking for one of the guided tours is considered binding in accordance with the general terms and conditions specified here as soon as a booking is confirmed by the tour guide by letter, email, fax or telephone.

(3) The guest can conclude a tour guide contract as an individual or for a group. In the latter case, the guest placing the order becomes a representative of the group and contact person for the tour guide and has to open up a communication channel for him through which he can provide or access information.

## **§ 3 Design of the guest tour**

(1) The tour guide is responsible for the tour and arranges the tour in terms of content, location and routes independently and responsibly. As the organizer, the tour guide is liable for the conscientious preparation of the tour, the correctness of the service description and the proper provision of the contractually agreed service.

(2) The tour guide is obliged to take all possible and reasonable measures for a proper and trouble-free tour within the scope of his or her duty to maintain safety within his or her area of responsibility.

## **§ 4 Exceeding the number of participants**

(1) The maximum number of participants in a guided tour is 25 people. An exception rule of 30 people per group applies to school classes. No more people will be admitted to a booking per tour, unless the tour guide decides this at his or her reasonable discretion, taking into account the specific

circumstances of the tour and the interests of the guests. If individual guests are prevented from doing so, they have the right to let other people take advantage of the tour they have booked.

(2) If this number of participants is exceeded by extra people brought by the group to the guided tours, the tour guide is entitled to conduct the tour regardless of the increased number of participants, to exclude them from the tour or to halve the group and to lead both groups thus created each half of the agreed time. This decision is made by the tour guide at his or her reasonable discretion, taking into account the relevant characteristics of the tour and the interests of the group.

(3) In the event that the group refuses to accept the tour guide's decision, the tour guide is entitled not to hold the tour.

(4) The due date of the total fee remains unaffected in any case. If more than 25 people are admitted (30 people for school classes), the price for each additional person increases by 10 euros.

(5) Paragraphs (1) to (4) do not apply to tours where the tour guide conducts the tour exclusively using a microphone in a bus provided by the group (bus tours).

## **§ 5 Remuneration**

(1) The customer generally pays for the guided tour before the tour begins at the agreed starting point. The guest, who is named as the contact person for the tour guide, has to present the whole amount to the tour guide. Delays caused by the tour guide collecting the agreed remuneration are included in the duration of the tour.

(2) If the tour guide has agreed to extend the tour at the guest's request, his or her fee will be calculated from the waiting time plus the tour time. This also applies to delays by the guest.

(3) The prices given by the tour guide are gross prices and are based on applicable price information regulation to private consumers. After payment, the customer receives a properly acknowledged invoice or a receipt for the amount received.

## **§ 6 Cancellation by the guest**

(1) The guest is entitled to cancel any guided tour up to the start without giving reasons (contractual right of withdrawal). A cancellation of a booked tour by the guest must be declared in writing (in writing, by email).

(2) If the guest cancels a tour or does not show up, the tour guide has the choice of calculating and invoicing the resulting damage or charging the following cancellation fees:

- Up to and including 4 days before the start of the order, no cancellation fees according to Annex 1
- From the 3rd day before the start of the order, 100% of the booking amount according to Annex 1
- In the event of a no-show or a cancellation after the agreed starting time of the tour or if the guest breaks off the tour, 100% of the booking amount.

The cancellation fee will be offset against the tour guide's claim for damages. The guest reserves the right to prove that no or less damage has occurred for the cancellation fees.

(3) If the timely cancellation of an order has to take place outside the opening hours of the agent, the guest is obliged to address this in writing by email or SMS directly to the contact details of the tour guide. If the tour guide does not receive the cancellation in due time, the guest must pay the

total amount of the agreed fee.

(4) If the guest is late, the entire booking amount must still be paid. The same applies if the guest does not appear or if the 30-minute wait for the guest is in vain. After these 30 minutes have elapsed, the tour guide has the right to leave the agreed meeting point and cancel the tour with full compensation.

(5) In addition, the requirements set out in the German Civil Code (BGB) for the reason for withdrawal apply for the intervention of a statutory right of withdrawal.

## **§ 7 Cancellation and termination of the tour by the tour guide**

(1) The tour guide has the right to cancel a booked tour before it begins,  
- if a possibly required and advertised minimum number of participants does not come about,  
- in the event of force majeure or weather conditions that endanger the tour.  
- in the event of the tour guide's sudden illness

The tour guide informs the guest or contact person of the group immediately.

In this case, the price for the tour will not be charged. Amounts already paid will be fully refunded.

(2) Should a guided tour for unforeseeable reasons, e.g. have to be canceled due to force majeure, misfortune, weather conditions etc. during their implementation, the guest will receive that part of the amount paid back, which corresponds to the portion of the guest tour not carried out.

(3) Without an obligation to reimburse the price for the tour in full or in part, the tour guide can cancel or break off the tour if a guest persistently disrupts the tour, regardless of a warning, or if he behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified.

(4) In addition, the requirements set out in the German Civil Code (BGB) for the reason for withdrawal apply for the intervention of a statutory right of withdrawal.

## **§ 8 Complaints**

(1) Complaints by a guest regarding deficiencies in the contractual performance are to be addressed exclusively to the contact person named in Section 2 (2) Booking of these General Terms and Conditions.

(2) In the case of a tour contract concluded without the mediation of an agency, the complaint must be made to the tour guide. If an agency has brokered the contract for the tour, it is the sole contact person for the guest in the context of complaint management. In this case, the agency represents the tour guide vis-à-vis the guest.

## **§ 9 Liability of the contracting parties**

(1) Liability is mutually limited to wilful intent and gross negligence, provided that this does not run counter to the purpose of the contract, namely by undermining essential obligations of the contracting parties (cardinal obligations).

(2) The limitation of liability to intent and gross negligence does not apply to damages resulting from injury to life, limb or health that are based on a negligent breach of duty by the user or an intentional or negligent breach of duty by a legal representative or vicarious agent of the tour guide.

(3) The tour guide is not liable for the traffic safety of locations whose traffic safety is not in his area of responsibility, even if these are visited as part of the tour. (e.g. church, museum or exhibition visits, train, tram, bus or taxi rides, etc.) and others that are expressly marked as external services in the event description.

## **§ 10 Miscellaneous**

(1) Subsidiary agreements to this contract and any changes to it, as well as the cancellation of this written form agreement, must be made in writing.

(2) The possible ineffectiveness of individual provisions does not result in the ineffectiveness of the remaining provisions or the overall contract. Instead of the ineffective clause, the law applies.

## **§ 11 Data protection**

The customer agrees that the data provided for the processing of the agreed service will be stored in accordance with the Federal Data Protection Act. This data may also be used by the organizer for customer care. They will not be passed on to third parties within the meaning of the Federal Data Protection Act.

## **§ 12 Choice of law and place of jurisdiction**

(1) German law applies to the entire legal and contractual relationship. First and foremost, the provisions of this contract apply, alternatively the statutory provisions on service or work contracts according to the BGB.

(2) Place of performance and place of jurisdiction is Mainz, unless another place of jurisdiction is exclusive.

(3) The terms and conditions are part of this contract.

(4) This English translation is provided as a courtesy. The binding agreement is the German language version of the available at <https://mainz-touren.com/legal>

**Annex 1**

<b>Rates for Guided Tours (all prices in EUR)</b>			
	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	<b>German</b>	<b>English</b>	<b>Bilingual</b>
<b>Standard Tours</b>			
1 hour	80.00	90.00	
1.5 - 2 hours	115.00	125.00	155.00
Each further hour	45.00	50.00	80.00
<b>Costume Tours</b>			
1.5 - 2 hours			
1 guide	180.00		
2 guides	220.00		
<b>Standard Tour in Costume</b>			
1.5 - 2 hours			
1 guide	165.00	175.00	

Please note that 1 hour tours take place in one place i.e. in the cathedral or in a museum or at St. Stephan and are only offered in one language.

**Cancellation**

<b>Day of the tour</b>	<b>Free cancellation until midnight on</b>	<b>Guest must pay 100% of the booking amount from 00:01 on</b>
Monday	Thursday	Friday
Tuesday	Friday	Saturday
Wednesday	Saturday	Sunday
Thursday	Sunday	Monday
Friday	Monday	Tuesday
Saturday	Tuesday	Wednesday
Sunday	Wednesday	Thursday