

Harald Zawuski (your-berlin-city-guide): General Terms and Conditions (2017 Version)

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 **your berlin city 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 services is payable before begin of the tour in **cash on-site, without deductions or at least 7 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.

- Very important: also in case of any time contraction or non-feasibility of the booked services due to delays such as late flight/ship/train arrivals etc., or due to acts of nature beyond control as congestion, blocked roads, street festivals, demonstrations etc., the full contracted price is to be paid by the ordering customer.

3. Service modifications and descriptions

Should the CLIENT change the N° of tour participants and thus the size of the already ordered vehicle after Contract Conclusion, the CONTRACTOR will try everything possible to provide requested changes but can not guarantee fulfillment.

The coverage of the contractual service offer is determined from the offered service description or that in the agreed contract from the **CONTRACTOR**.

Rebooking, 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.

- Besides this the **CLIENT** has no claim that the booked service(s) will be carried out by a **certain, designated assistant (guide, driver, etc.)**

4. Withdrawal (Cancellation) through the CLIENT

The **CLIENT** may cancel at anytime before begin of a booked tour. Significant is that the **CONTRACTOR** has received the cancellation declaration form. 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:**

- **30 Days before tour begin: 40 % of the contract total price**
- **14 Days before tour begin: 60 % of the contract total price**
- **7 Days before tour begin: 80 % of the contract total price**
- **1 Day, on the day of the tour and in case of non-attendance of the *CLIENT*:
100 % of the contract total price**

5. Withdrawal (Cancellation) through the *CONTRACTOR* (your berlin city guide)

The ***CONTRACTOR*** can cancel the contract or decide not to carry out or interrupt the booked services 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

your berlin city 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.

your berlin city guide assumes no liability for the services of external companies identified from **your berlin city 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 **your berlin city 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 **your berlin city 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 **your berlin city guide** for customer care and services. This information is only for use by **your berlin city 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.