



**Stadtgeschichten
BREMEN**

General Terms and Conditions (GTC)

Stadtgeschichten Bremen

Dear guests, here you will find the General Terms and Conditions for *Stadtgeschichten Bremen (Jasmin Nitzschner)*.

1. Legal position between the contracting parties

The contract is concluded exclusively between *Stadtgeschichten Bremen* - the tourist guide Jasmin Nitzschner - (hereinafter called tourist guide) and the client (hereinafter called guest).

2. Conclusion of a contract

With the order for the tour a service contract is created and the guest accepts the GTC as far as they are effectively used as a basis for the contract. At the guest's request, the tourist guide will prepare an individual offer. In this case, the contract is concluded by the customer's written confirmation of the offer made by the tourist guide within the set period, unless otherwise agreed. The tourist guide will confirm the booking by e-mail.

Unless otherwise agreed, the booking of a guided tour is usually made by the guest's written confirmation of the tourist guide's offer.

If the booking is made by a third party designated as the group client, i.e. an institution or company (e.g. private group, adult education centre, school class, association, bus company, tour operator, incentive or event agency, travel agency), then this third party is the sole contracting party, unless it expressly acts as the legal representative of the later participants in accordance with the agreements made. In this case, the Group Client shall be fully liable to pay the agreed remuneration or any cancellation costs. The guest is advised that in the case of all the above-mentioned booking types there is no right of withdrawal for contracts concluded by distance selling after conclusion of the contract due to the statutory provision of § 312 g Para. 2 Sentence 1 No. 9 BGB (German Civil Code).

3. Efficacy of the General Terms and Conditions (GTC)

The guest accepts these GTC when placing an order. The guest books exclusively on the basis of the tourist guide's GTC. The tourist guide does not recognize any terms and conditions of the client that conflict with or deviate from the tourist guide's GTC, unless the tourist guide has expressly agreed to their validity in writing.

4. Conduct of the contract

In the contract all details relevant to the tour such as date, time, duration, meeting point, number of participants, type of tour, fee and mode of payment are listed. The information on the duration of the guided tours is approximate. Guided tours take place in all weather conditions. If necessary, an alternative can be arranged by individual agreement. Changes or deviations from the agreed content of the booking are permitted, provided that the changes or deviations are reasonable for the guest, taking into account the interests of the tourist guide. Changes or deviations are reasonable, especially if they are not substantial and do not significantly affect the overall layout of the booked tour or if external circumstances exist for which the tourist guide is not responsible – e.g. road closures, closure of museums, unanticipated illness of the tourist guide, etc. If the changes or deviations are not reasonable for the guest, taking into account the interests of the tourist guide, the guest has the right to withdraw from the contract.

The tourist guide may use the services of a vicarious guides to fulfill her contractual obligations; in particular, the tourist guide does not have to carry out the tours personally. The guest will be informed before the tour which tourist guide from the Stadtgeschichten Bremen team will be conducting the tour.

5. Group size

Unless otherwise specified, the maximum number of participants per group is 25 people. If the group size is exceeded, the assignment of an additional tourist guide is necessary. For guided tours by tour bus, one tourist guide will be assigned per tour bus.

The maximum number of participants for guided bike tours is 14. A maximum of 99 people can take part in an online city tour.

6. Delayed start of the tour

The tourist guide waits 15 minutes after the agreed upon time for the guest to appear. The tourist guide is available from the agreed time for the booked tour - including the waiting time. The elapsed waiting time will be charged to the agreed tour duration. If the group has informed the guide (by telephone) about the delay, the waiting time will be extended by arrangement. If the guest arrives late, there is no entitlement to the complete provision of the service. If the service is nevertheless rendered in full by mutual agreement, the tourist guide may insist on an increase in the fee previously agreed upon with the guest on site.

If the tourist guide is late, the guest can demand full performance of the service. If this is not possible due to time constraints, the guest may claim a reduction of the fee corresponding to the lost time of performance.

7. Cancellation

The guest may cancel the booked service free of charge up to 10 days before the date of the tour. In case of a cancellation with even less notice or if the guest does not appear on the day of the agreed appointment, the full fee is due. If the guest has booked multiple tours at the same time, the cancellation conditions apply to each tour individually.

The following applies to culinary city tours: The guest may cancel the booked service free of charge up to 21 days before the date of the tour. In case of a cancellation with even less notice or if the guest does not appear on the day of the agreed appointment, the full fee is due.

Purchased vouchers and tickets for public guided tours as well as the purchase of a city rally are excluded from return and exchange. Vouchers are valid for 3 years after purchase. They are not tied to a specific person.

If it is not possible to provide the service on behalf of the tourist guide, the tour must be canceled - in this case the guest will be informed immediately. In this case, any fees already paid will be refunded immediately. Claims for damages are excluded in this respect.

8. Prices and method of payment

The specific terms of payment are set out in the offer and the booking confirmation. Unless otherwise agreed, the fee must be paid in advance. The guest will receive an invoice for this from the tourist guide. In exceptional cases, the fee can be paid in cash to the tourist guide at the meeting point before the tour. Checks or credit cards are not accepted.

Entrance fees to museums or other facilities, catering costs and transportation costs by public and private means of transport are only included in the agreed price if they are expressly listed under the services of the guided tour or have been additionally agreed.

9. Sound recordings and picture taking during the guided tour/copyright

The guest and other participants in the guided tour are not permitted to make audio or video recordings of the tourist guide or her assistants, nor are they permitted to record the content of the tour, unless this has been expressly permitted in advance by the tourist guide. This also applies to online tours. Image material handed out to guests during the tour may not be reproduced or passed on to third parties by the client/guest.

10. Entrainment of animals during the guided tours

Dogs are generally allowed on the guided city tours, provided they are kept on a leash and do not disturb other tour participants. When entering churches or other buildings, one person must wait outside with the dog. Exceptions to this rule are the "Bremen Gourmet Tour," "Tour of the Bremen Cotton Exchange," "Sightseeing tour of Bremen in a tour bus," and "Tour of the ZARM/Drop Tower." Unfortunately, dogs are not permitted on these tours. Guide dogs and service dogs are, of course, always welcome.

11. Supervision for guided tours with school classes

The tourist guide is not responsible for supervising school groups. The guest must provide accompanying and supervisory staff.

12. Sightseeing tours in a tour bus

For sightseeing tours in a tour bus where the group arrives in their own tour bus, the guest must ensure that a seat with a seatbelt and a functioning microphone system are available for the tourist guide. If the microphone system is missing or damaged, no or only limited explanations can be given during the tour. Regardless of this, the agreed fee remains payable.

13. Liability

The tourist guide is liable for all damages caused by her personally as a result of intent or gross negligence. In the event of injury to life, body or health, damages resulting from the breach of a cardinal obligation, the tourist guide shall also be liable for slight negligence and thus for any fault. In the event of a breach of cardinal obligations, the amount of liability is limited to the foreseeable damage typical of the contract, unless another of the cases of extended liability listed above applies at the same time.

The tourist guide is not liable for damages caused by her vicarious guides.

14. Choice of law and final provisions

The entire legal and contractual relationship between the tourist guide and the guest, who has no general place of residence or business in Germany, is governed exclusively by German law with the provision that if the guest has his usual place of business abroad according to Art. 6 Para. 2 of the Rome - I Regulation also affords the protection of the mandatory provisions of law that would apply without this clause.

The tourist guide points out with regard to the law on consumer dispute resolution that she does not participate in a voluntary consumer dispute resolution. If a consumer dispute resolution would become obligatory for the tour guide after the printing of these conditions, she shall inform the guest of this in an appropriate form. The tour guide refers to the European online dispute settlement platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions.

Should one or more provisions be ineffective, the other provisions shall not be affected thereby.

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