



Standard Business Conditions (SBC) of BerlinerTourGuide (BTG):

Preliminary remark: Following please find the *Standard Business Conditions*. If you need *special* conditions, please talk to us: **Special agreements are always possible!**

1. Liability

- 1.1. BTG **will not be liable** in any case for unforeseen costs, which arise for the client in connection with the tour, especially not **for accidents**, or for missed appointments, if BTG is not responsible (e.g. a flight missed because of an accident during the transfer). With this we kindly point our guests to their personal responsibility and to their own duty of care.
- 1.2. If a **tour** due to BTG's conduct, through their fault or not through their fault, will be **impaired** or can not take place (e.g. if a tour has to be cancelled partly or wholly, or must start later, e.g. due to illness or traffic problems), **BTG obligate themselves to refund** a corresponding part of the price, according to their own, fair judgement.
- 1.3. BTG can only be forced to be liable in the - absolutely undesired - case that a judge rules that BTG's conduct with damaging consequences was grossly negligent, and at most for the amount of the agreed price.
- 1.4. **BTG is not liable for deficiencies in services of other contributors** (e.g. transport company, restaurant), whoes services BTG may have organized only in the name and on account of the client. This holds also in case BTG has realized all payments as a favour for the client. **BTG is no travel agency!** Likewise BTG can not be held accountable for the consequences of deficiencies of services of

others (e.g. impossibility to realize a bus-tour due to a lack of service of the bus company commissioned in the name and on account of the client; despite of any impairment the guide will do his best and will have to be fully payed); BTG **however** will endeavour to grant a **fair price reduction**, if the other dissatisfactory company was recommended by BTG.

- 1.5. BTG can **not** be liable **for compelling changes** of agreed services that can not be avoided due to unforeseen necessities, for which BTG is not responsible (e.g. accident, road blocking).
- 1.6. If BTG has organized services of others in the name and on the account of the client, their standard terms of business apply.

2. Cancellation, Alteration, Drop-out of Tour

In case of the cancellation of a definitively booked tour we must claim the following conditions in order to avoid losses:

- 2.1. **Cancellation up to 15 days** resp. 360 hours **before tour start: no fees for a standard tour.** If during the preparation of the tour more than one email or phone call was done the fee will be globally 10,-- Euros.

After that the following **cancellation fee scale** applies, if applicable additionally:

- 2.2. Cancellation **from 15 days** resp. 360 hours before beginning of tour onwards: **20%** of agreed price.
- 2.3. Cancellation **from 10 days** resp. 240 hours before beginning of tour onwards: **40%** of agreed price.
- 2.4. Cancellation **from 5 days** resp. 120 hours before beginning of tour onwards: **60%** of agreed price.
- 2.5. Cancellation **from 1 day** resp. 24 hours before beginning of tour onwards: **80%** of agreed price.
- 2.6. The guide will wait half an hour at the agreed place. If the **guest does not show up** and does

not give any notice the guide will leave. The **full price** will be due. The guide will remain reachable via mobile phone. Should a contact be established later and a new venue be agreed the guide will be available at least for the rest of the planned time, if he is not engaged otherwise in the meantime.

- 2.7. If a tour is **rescheduled** by the client **at short notice** this will be considered like a cancellation and a new booking. BTG will however grant a reduction of 10 % on the cancellation fees. If it will be possible to find another booking for the freed date BTG will **renounce** as a good will gesture **to** 50 % of the **cancellation fees**. Reschedulings on one and the same day are possible without fees, if the guide can accomodate that without circumstances; otherwise the guide has to be payed with an average wage for his extra-time.
- 2.8. BTG can deliver the agreed services, especially if necessary, in an unsubstantially changed form, particularly with another guide than the planned one.
- 2.9. **BTG can for compelling reasons (e.g. illness) cancel an agreement** about services. We oblige ourselves to inform our guest as quickly as possible. It goes without saying that BTG will endeavour to grant the services, if the client wishes so, in a correspondingly adapted form (e.g. with another guide).
- 2.10. With tours under five hours, especially very short ones, BTG reserves the right to replace an announced guide by another one with the same qualifications. The guide remains exchangeable.
- 2.11. **Offers** by BTG remain subject to change until the clients accepts, unless something else is assured. After acceptance the cancellation terms apply.

3. Payment

- 3.1. The **preferred** currency is the **Euro**. If another currency is to be used an allowance of 10 % of the sum has to be payed extra.
- 3.2. The preferred kind of payment is **cash**, bank transfer or Paypal. Payments by credit card are only possible well in advance. All extra costs that may occur will be payed by the client.
- 3.3. The payment will have to be effected at the latest on site at the end of the tour, preferably cash. **With clients from a non-german country 2/3 of the agreed remuneration must be payed** at the latest 15 days **before** the service, unless something else is specifically agreed; if not, all agreements are considered recalled.
- 3.4. If BTG organizes **services of others** in the name and on the account of the client the **payment** for these services must be done at least **15 days before** the service is due to be given.
- 3.5. BTG delivers to potential clients **general preliminary informations free of charge**, like the topic of a tour and a list of important objects of interest or a rough tour-map. If BTG carries out **individual preparatory efforts** for the client, especially if they can be used by the client on his own (e.g. an individually designed route, graphically and an object-list plus timing) **50,-- Euro** at least **will have to be payed in advance**, which will be deducted however from any tour-remuneration. Commissioned special research results will be delivered extra, calculated according to prior agreement, and will have to be payed independently of the execution of a tour.
- 3.6. BTG can also for internal reasons demand up to 100 % prepayment. This will be especially the case if bigger sums are involved, whoes loss would damage the business substantially.

4. Protection of Data Privacy

- 4.1. Data concerning the client will only be communicated to others if necessary in order to execute the client's commission.
- 4.2. Furthermore client data will be revealed if the

law requires it.

5. Jurisdiction

5.1. German law applies.

5.2. Conflicts will be dealt with by a court of law in Berlin.

6. Severability Clause

6.1. Should some of the terms and conditions above not be in accordance with the law then this will not impair the validity of the others.

Berlin, den 1.1.2014