### General Terms and Conditions (GTC):

#### 1. position of TI DÜW; scope of these GTCs

Tourist Information Bad Dürkheim, hereinafter referred to as TI DÜW, is merely an intermediary. The service provider, hereinafter referred to as LE, provides the contractual services advertised as the direct contractual partner of the guest or the client as an independent service provider. TI DÜW is not liable for services, deficiencies in services, personal injury or damage to property in connection with the guided tour. Any liability of TI DÜW arising from the agency contract remains unaffected by this. These Terms and Conditions apply, insofar as effectively agreed, to all bookings of programmes for which the booking basis is the guest programmes for groups issued by TI DÜW and published on the website <a href="https://www.bad-duerkheim.com">www.bad-duerkheim.com</a>. If you book additional travel services for your trip via TI DÜW following the selection and payment of a travel service, you may NOT claim the rights applicable to package travel under Directive (EU) 2015/2302. Therefore, TI DÜW is not responsible for the proper provision of such additional travel services. In case of problems, please contact the respective service provider.

#### 2. Conclusion of contract

- 2.1 With the booking, the guest offers the LE the conclusion of the service contract according to §§ 611 ff. BGB (German Civil Code). The basis of this offer is the description of the programme, insofar as this is available to the guest at the time of booking.
- 2.2 The contract is concluded upon receipt of the written (letter or e-mail) declaration of acceptance (booking confirmation) from TI DÜW as representative of the service provider.
- 2.3 If the booking is made on behalf of a group, the enquirer as the group client is the contractual partner under the contract for the LE.
- 2.4 Offers are not kept free until the booking decision of the guest.

### 3. Prices and services, rebooking

- 3.1 The prices stated on the website <a href="www.bad-duerkheim.com">www.bad-duerkheim.com</a> and on the booking confirmation are final prices and include the statutory value added tax. If a tour guide is subject to VAT, this VAT will be charged to the client in addition to the fee.
- **3.2** The services owed by the LE result exclusively from the content of the booking confirmation in connection with the valid offers of the guest programme for groups on the website <a href="www.bad-duerkheim.com">www.bad-duerkheim.com</a> or from any supplementary agreements made expressly and in writing with the guest.
- 3.3 Changes or additions to the contractually advertised services are to be agreed before and during the programme in agreement with the LE and the group leader within the scope of the local, temporal or weather-related possibilities.

The LE expressly reserves the right to declare changes to the details if unavoidable reasons make it necessary. The client will be informed immediately. The amount of the agreed fee shall not be affected by this.

- 3.4 The price shall be paid to the LE on the day of performance on site. Different methods of payment are to be clarified by the guest directly with the provider/guide.
- **3.5** The following applies to guided tours: If the duration of the tour is exceeded at the request of the participants, the following prices apply: Guided tours lasting 1.5 hours: EUR 30 per hour or part thereof.

Guided tours 4 hours: If increased to up to 5 or 6 hours plus EUR 50 per hour or part thereof. From the 7th hour or part thereof, the price for the guided tours up to 8 hours apply

Guided tours 8 hours: EUR 50 per hour or part thereof

**3.6** If the programme is shortened at the request of the guest, the price to be paid remains the same.

3.7 The following applies to guided tours for guests: Guided tours in foreign languages can be booked on request. The following surcharges apply:

EUR 50,- (tour guide/guided tour 4 or 8 hours)

EUR 30,- (all other guided tours)

- 3.8 The following applies to guided tours: If travel costs for the tour guide are incurred because the starting point and/or destination is not in Bad Dürkheim, the tour guide may charge a flat-rate travel fee of EUR 30 for this.
- 3.9 We reserve the right to charge a service fee of EUR 15 in the event of additional expenses due to booking changes (change of date and time, change in the number of participants and the resulting change in the number of tour guides, see point 5, program changes) within 28 days before the start of the service.

### 4. Cancellation, delay and no-show

**4.1** In any case of cancellation by the tour participant, the service provider shall be entitled to compensation for the expenses incurred as well as lost alternative bookings as follows, unless the service provider is able to provide his service as a substitute for another customer: less than 7 days before the date: 90%.

7-28 days before appointment: 50%

more than 28 days before the date: free of charge

- 4.2 The following applies to guided tours: The tour guide will wait for a maximum of 30 minutes from the agreed time at the agreed meeting point. If the guests are late, the time of the guided tour will be shortened accordingly. There is no entitlement to an extension of the tour or reduction of the price. If the tour guide is willing to extend the tour, the surcharges according to paragraph 3.5 apply.
- 4.3 In the event that the person conducting the programme is prevented from doing so, the TI or the LE reserves the right to appoint another person.
- 4.4 The following applies to umtrunk on guided tours on the day of travel: no refunds will be made if individual participants do not show up. The agreed total price according to the booking confirmation will be charged.

## 5. number of participants

The following applies to guided tours for guests: The maximum number of participants on a guided tour is 25, unless otherwise stated. If the number of participants exceeds 26, an additional tour guide will be engaged at additional cost. The maximum number of participants may vary in accordance with the current pandemic control regulations. We reserve the right to charge a service fee of 15 euros for additional expenses due to booking changes.

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The maximum length of the bus for all tours through the city of Bad Dürkheim is 12 metres.

The Tourist Information Bad Dürkheim recommends that all participants wear suitable footwear and pay attention to the condition of the path.

# 7. separate general terms and conditions apply to forest tours

Subject to change without notice.

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