



General Terms and Conditions:

Freiburg | January 2018

1. Application/reservation:

The services for city and cathedral tours, themed and individual tours, and live performances which are contained in this package are to be booked via the following agencies/reservation offices:

Freiburg Kultour GmbH, c/o Grünhof GmbH, Belfortstr. 52, 79098 Freiburg

We recommend that you make your application/reservation in writing as early as possible. With your written application you bindingly agree to conclude a contract with us. The contract only comes into effect once we confirm the booking and price. If the contents of the confirmation deviate from your application, then a new offer exists on our part which we are bound to for a term of ten days from the date of offer. The contract is concluded on the basis of this new offer, if you declare your acceptance to us within the binding commitment period. The application is made by the applicant, including for other participants listed in the application, for whose contractual obligations the applicant is responsible for, as well as his/her own, provided the applicant has assumed a corresponding separate obligation in an explicit and separate declaration. The applicant assures that he/she is authorised and able to represent other participants also registered and also recognises the contractual conditions for the other participants.

2. Services and prices:

The scope of contractual services is primarily derived from our brochures and price lists as well as from the information in your contract confirmation. They are supplemented, where necessary, by special conditions which are disclosed in the offers. The respectively valid prices are listed in our latest brochures and price lists. Four months after the contract conclusion we are allowed to demand price increases of up to 5% of the total price, if the prices of the service providers have verifiably and unexpectedly increased. A price increase can only be requested up to 21 days before the agreed event date.

Provided nothing else has been agreed, the meeting point for city tours, trips etc. is essentially at Tourist Information, Rathausplatz 2-4 (Altes Rathaus), 79098 Freiburg.

3. Payment conditions:

Invoices are issued by Freiburg Kultour GmbH at the same time as the confirmation. The invoice amount is due after receipt, although at the latest ten days before the tour. Contracts concluded within ten days of the event deadline are due for payment immediately or at the latest when the service is used, directly to Freiburg Kultour or the responsible tour guide. If the contractual price is not paid by the stated date, and if it has also not been paid by the start of the contractual service, then there is no longer a claim to participate in the tour. We can demand compensation for the contractual precautions taken and for our expenses.

4. Withdrawal by the customer/rebooking:

You can withdraw from the contract at any time before the start of the service. The withdrawal is to be submitted in writing. The withdrawal is effective on the day when the letter of withdrawal is received by us. If you withdraw from the contract we can demand appropriate compensation. The amount of compensation is also determined by the price, minus the expenses we have saved. According to this the applicant shall pay the following compensation to us in case of withdrawal:

- 30 days before arrival: 50%
- Up to ten days before arrival: 75%
- Less than ten days before arrival: 100% of the price

In the event of a cancellation or any changes in the previous booking (change of date and time or change of the meeting point) on behalf of the customer, we charge an administrative fee of 10,00 €. If the event service is not used or only partially used, the equivalent value is not refunded.

5. Withdrawal and termination by the organiser:

The organiser can withdraw from the contract or cancel the contract after the start, if

- a) the customer behaves in a way that is contrary to the contract, thereby justifying the immediate cancellation of the contract. If the organiser cancels the contract, he/she reserves the right to claim travel expenses minus the amounts he/she has been credited from the service providers.
- b) without observing the period of notice in case of extraordinary conditions such as if a service provider pulls out unexpectedly or if an essential service is missing, which is not the responsibility of the organiser, but at the same time was of key importance for the customer's booking. The customer receives the paid contractual price back immediately.

FREIBURG KULTOUR arranges and procures

Guided City Tours
Cathedral Tours
Themed Tours
Individual Tours
Freiburg for Students & Kids
Vineyard Tours
Theatre & Events

6. Liability:

Our liability covers the scope of the due care of a prudent business person. We are obliged to perform the service so that it has the guaranteed characteristics. In particular we are liable for:

- a) Choosing the service providers and checking the services
- b) Compiling individual services
- c) Describing the services in our brochures or price lists
- d) Processing the application
- e) The organisation, reservation and provision of the service as per the contract
- f) Creating and sending the contractual documents

If, within the scope of an event, public transport is used or the booking party is issued a corresponding transport ticket, then the organiser shall perform third party services provided it explicitly mentions them in the description and confirmation. The organiser is not liable for the performance of the transport service. In this case, any liability is based on the transport conditions of this company, which the booking party is to be explicitly notified of and is to be provided with upon request. Each booking party is obliged to do all it can, in case of an impairment of performance, to help resolve the impairment in order to keep any damage as low as possible. If you have reason to complain contrary to expectations, our contact partner is to be notified on site immediately. If the contact partner cannot be contacted, please contact the respective service provider. If a booking party does not meet its obligation, it is not entitled to these claims.

If the event is not performed in accordance with the contract, the booking party can demand corrective action. The organiser can reject corrective action if it requires excessive expense. Corrective action can also be performed by a substitute performance of the same value.

7. Compensation:

The booking party can demand compensation due to non-fulfilment, notwithstanding a price reduction or cancellation, unless the defect is due to a circumstance which is not the fault of the organiser.

8. Limitation of liability:

The contractual liability of the organiser for damage which is not bodily damage is limited to three times the event price - provided damage of the booking party is caused neither wilfully nor with gross negligence or as long as the organiser is not solely responsible for damaged which the booking party suffers due to the fault of a service provider.

9. Exclusion of claims:

Claims due to the non-performance or non-contractual performance of services have to be asserted in writing to Freiburg Kultour within one month of the contractually intended end of the event. Claims of the customer expire in two years.

10. Invalidity of individual provisions:

The invalidity of individual provisions of this contract has no effect on the validity of the whole contract.

11. Place of jurisdiction:

For general merchants, people who do not have a general place of jurisdiction domestically as well as for people who have moved their place or residence or normal residence abroad after the conclusion of this contract or whose place of residence or normal residence is unknown at the time of the assertion of the claim, Freiburg im Breisgau is agreed as the place of jurisdiction, as far as is legally permitted. German law is recognised by all contractual partners.



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FREIBURG KULTOUR
is decorated with the certificate:
„ServiceQualität Deutschland“



FREIBURG KULTOUR Guides
are members of the German National
Tourist Guide Association



FREIBURG KULTOUR
is official partner of the
City of Freiburg