Standard Terms of Business for Guided Tours

The following terms of business regulate the legal relations between the customer and guide in respect of guided tours.

1. Conclusion of the Agreement
The contractual partners are the customer and the guide. Following an enquiry made in writing, by telephone or via e-mail, and after acceptance by the guide, the customer will receive from the agent written confirmation of his enquiry together with the key content of the agreement, a current price list, and these terms of business. The agreement between the customer and the guide is concluded with the return of the above confirmation, undersigned by the customer, to the agent. In as far as the customer subsequently desires changes or additions to the agreed contractual performance, he must agree this with the guide in good time, doing so either directly or via the agent. The agent will pass on the corresponding wishes to the guide and, on the latter’s part, will respond to them; in such cases additional costs may arise (see price list).

2. Prices
The prices stated in the current price list at the time the customer contracts the service shall apply.

3. Terms of Payment
Payment for the guided city tour is to be made to the guide in cash at the end of the tour, at the latest, in exchange for a receipt. Invoicing and foreign money transfers incur corresponding surcharges which shall be levied according to the current price list. If the customer’s residence or business domicile lies abroad, the customer shall be obliged, at the guide’s request, to transfer payment for the tour to the guide’s account no later than six calendar days before commencement of the guided tour. The customer must ensure that the payment for the tour reaches the said account before commencement of the guided tour. Admission fees, parking fees, the costs of local public transport, and other costs incurred by the group and the guide are not included in the guide’s payment for the tour and these must be paid to the respective service provider by the customer.

4. Number of Participants
No more than 25 participants may take part in a guided tour on foot. The maximum admissible number of participants may be less in the case of special topical guided tours. If the size of the group is exceeded, an additional guide must be contracted in.

5. Late Arrivals
In the event that guests arrive late, the guide will wait for 30 minutes at the agreed meeting point. In the event that guests arrive late, they shall not be entitled to an extension of the guided tour or a price reduction. If the customer and the guide agree on an extension of the guided tour on site, the payment for the tour shall increase by the price per hour for extensions according to the current price list. The customer is obliged to inform the guide of any late arrivals as soon as possible via the latter’s mobile telephone number. If the guide is late, the customer may, after waiting for 15 minutes as of the agreed meeting time, request the agent to arrange for another guide. In this case the originally arranged guide shall have no claim to payment for the tour.
6. Cancellation
Cancellation of a tour is possible, preferably by contacting Bonn Information in its capacity as agent or by contacting the guide as the contractual partner. Free cancellation is possible up to fourteen calendar days before the guided tour date. If an ordered guided tour is not used, without a written cancellation having been made at least fourteen calendar days beforehand, 70% of the guide’s payment for the tour is to be paid. If cancellation is made on the date of the guided tour or in the event of a no-show, payment for the tour shall be due and payable in full.

7. Due Diligence Obligations of the Customer and Guest
Participation in the guided tours shall be at the customer’s and guest’s own risk and on his own responsibility. In particular, the guests are themselves responsible for observing the traffic regulations. No supervisory obligation shall be assumed for under-age participants. This responsibility shall remain with the parents, legal representatives, or accompanying persons.
In the case of guided city tours where the group arrives in its own bus, the customer shall ensure that the guide is provided with a seat and corresponding seatbelt as well as a microphone and that the bus driver has sufficient permissible driving time to complete the guided city tour. If there is no seatbelt for the guide, the guide shall be entitled to refuse to carry out the guided city tour. The same applies if no microphone is available. This notwithstanding, the guide shall continue to be entitled to payment for the tour.

8. Liability of the Guide
The guide shall only be liable for damage which he himself, his representative, or his vicarious agent causes by wilful or grossly negligent breach of contract. This limitation of liability shall not apply to loss of life, bodily injury, or damage to health caused by the guide, his representative, or his vicarious agent due to a negligent breach of duty.

9. Governing Law, Legal Venue
German law shall exclusively govern the entire contractual and legal relations between the customer and the guide, unless prior-ranking or mandatory international or European statutory regulations are applicable.
If the customer is a merchant or businessman, entrepreneur, or legal person, all claims asserted by the guide shall be exclusively settled by a competent court of law having jurisdiction at the guide’s place of residence.

Should a particular contractual provision be invalid, this shall not affect the validity of the contractual provisions as a whole. In this case the statutory regulations shall apply in place of any invalid provisions.

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