

General terms of the TKS for guided tours and travel companions

In order to make tourism activities compatible with everyone involved, mutual respect, tolerance and consideration are necessary. People and groups who do not behave accordingly cannot take part in guided tours.

1. Legal status

These legal terms apply to all guided tours and excursions that the BAMBERG Tourismus & Kongress Service (TKS) arranges acting as an agent. The parties to the contract for these guided tours/excursions are the customer on the one hand and the Guide/Courier on the other hand. All legal aspects are to be regulated in between these parties according to these terms.

2. Specification of services

The extent and the prices of the contracted service derives from the description of the service on the homepage www.bamberg.info or in the brochures from the TKS. All information about the duration are approximate time durations.

3. Bookings

Orders should be submitted as early as possible in writing, fax, email or online. The order confirmation is made in writing, usually by email.

4. Method of payment

The fees for guided tours/organised excursions must be paid to the guide/courier in cash at the end of the tour. A receipt is provided. In exceptional cases, the amount payable may be invoiced to the customer on behalf of the guide/courier by the TKS. For this additional service, the TKS will charge a processing fee of € 20.

5. Cancellation and rebooking

If a bindingly confirmed city tour/travel companion cannot take place or ends prematurely for reasons that lie within the group/participants (e.g. due to the influence of alcohol or other behavior that disrupts an orderly process), the city guide/travel companion's full claim to the fee still remains. For the rebooking of bindingly confirmed city tours/travel companions, fees for rebookings or cancellations will apply from the booking confirmation. A processing fee of €15 will be charged for rebookings. If it is not possible to rebook a tour guide/travel companion who has been booked, a cancellation fee equal to the agreed guide fee will be charged starting 7 calendar days before the appointment. In addition, at the request of the customer, another tour guide/travel companion can be booked for an appropriate fee. For cancellations up to 8 calendar days before the appointment, a cancellation fee of €20 will be charged; from 7 calendar days before the appointment, a cancellation fee in the amount of the agreed tour fee will be charged.

6. Waiting time/Failure to appear

If the group's arrival is delayed, the guide/courier will wait an extra 45 minutes starting from the agreed arrival time. If the group still fails to appear once this time period has elapsed, the guided tour/excursion is considered cancelled and the agreed fee must nevertheless be paid. If the group arrives during the waiting time, the delay incurred will be deducted from the agreed duration of the tour. In exceptional cases, the guide/courier and the group can agree to adhere to the original duration, provided the fee is increased accordingly.

7. Liability

In compliance with the law, the TKS is only liable for problems occurring in the arranging of a tour in its capacity as an agent. The guide/courier can only be made liable in the case of gross negligence or willful

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damage.

8. Maximum size of tourist parties

A minimum number of persons is not specified for guided tours and organised excursions. However, no more than 25 persons may be allocated to one guide. In the case of organised excursions, there is one courier per coach (max. 50 passengers). Should the size of the group exceed the maximum number of persons, an additional guide has to be booked and payed for.