

Bookingrequest

Please fill in the entire document. Thank you!



TRABEN-TRARBACH

Please mark	Tour	Date	Time	No. of persons	Price/Duration
☐	Underworld Tour***				120€/90 minutes
☐	Night Watchman Tour**				100€/90 minutes
☐	City Tour***				100€/90 minutes
☐	Discovery Mont Royal**				100€/90 minutes
☐	Wine Architecture Walk**				3-10 pers.: 190€/ any further pers.: 19€/ 105 minutes
☐	Combined Tour (Underworld/City)***				160€/150 minutes
☐	Guided hiking Tour*				20€ p.P./ca. 4-5 hours
☐	Guided e-bike Tour**				1-3 persons: 80€/ any further pers.: 25€ ca. 4-5 hours
☐	Cheese-Wine-Event*				49€ p.P./ca. 3 hours./ min. 20 persons
☐	Outdoor-Experience-Raclette*				38€ p.P./ca. 2-4 Std./ min. 20 persons

Tasting

☐ no wine ☐ with one glass of wine* 3,50€ p.P. ☐ Tasting 4 glasses 15,00€ p.P. ☐ Tasting 6 glasses 18,00€ p.P.

* only available with underworld tour / In September & October is not possible to serve wine or wine tasting!

Contact details:

Name of the group: _____

Contact person: _____

Street: _____

Postcode/City : _____ phone: _____

E-Mail: _____ Language: _____

Disability:

☐ YES ☐ NO

Remarks:

Information:

- Price per group (max. 25 persons, Discovery Mont-Royal & Night Watchman Tour (max. 20 persons)
- For foreign language tours, a surcharge of €10.00 will be charged; for the wine walk, €2.00 per person.
- Many of our cellars are only accessible by stairs, therefore we need to know beforehand, if there will be any participants with walking disabilities / restrictions
- Meeting point will be provided by the Tourist information.

* Only in german/ **also in English/ *also in French

BOOKING AND CONTRACT CONDITIONS FOR GUIDED TOURS PROVIDED BY TOURIST INFORMATION TRABEN-TRARBACH

Dear guests of Tourist Information Traben-Trarbach,

The following Terms and Conditions regulate both the legal relationship between Tourist Information Traben-Trarbach – hereinafter abbreviated to “TT” - and you – hereinafter referred to as “the Guest” – or the client of the guided tour in relation to the **booking activities of TT** and the **legal relationship between you and the tour guide intermediated by TT as an agent**. Insofar as they are legally included, they will be the content of the **service contract** established between you or the client and the tour guide in the event of your booking. **Please read through these terms carefully before making your booking.**

1. Role of TT and the tour guide; applicable legislation

1.1. The tour guide, as an independent service provider of the guest or client, provides the advertised contractual services as the direct contractual partner of the guest or client. **TT acts only as an intermediary** between the tour guest or client and the tour guide.

1.2. If **TT** provides further services in addition to the guided tour, **TT** as an intermediary has the status of a provider of associated travel services, insofar as the requirements for an offer of associated travel services of **TT** under the provisions of Section 651w BGB (German Civil Code) are met.

1.3. Without prejudice to the obligations of **TT** as a provider of associated travel services (including the provision of the legally prescribed form and securing customer funds in the event of debt collection activities by **TT**) and the legal consequences in the event of failure to fulfil those legal obligations, if the requirements under Clause 1.1 or 1.2 are met, **TT** is neither the tour operator nor a party to the contract for guided tours concluded in the event of a booking.

1.4. **In the case of these types of tours, TT is, therefore, not liable** for information about prices and services, the provision of the service itself or personal injury or damage to property in connection with the tour. This does not apply to the extent that the guided tour is a contractually agreed service included in a package holiday or another offer where **TT** is a direct contractual partner of the guest or client.

1.5. Any liability of **TT** arising from the intermediation contract and the legal provisions, including in accordance with mandatory provisions regarding telemedia and electronic commerce, remain unaffected.

1.6. The agreements concluded **between the tour guide and the guest** or client of the tour apply primarily to the legal relationship between the tour guide or **TT** as its representative; these Booking and Contract Conditions, the provisions of law concerning contracts for services according to **Section 611 et. seq. BGB** also apply on a subsidiary basis. Primarily, the agreements concluded with **TT** apply to the intermediation relationship with **TT**, with the provisions of these Terms and Conditions concerning **TT's** intermediation activities and Section 675 BGB (business procurement for payment) applying on a subsidiary basis.

1.7. Unless the mandatory provisions of international or European law applicable to the contractual relationship with the tour guide or to **TT's** intermediation work stipulate more favourable rules for the guest or client, **German law will apply exclusively** to the entire legal and contractual relationship with the tour guide and **TT**.

2. Conclusion of contract, position of corporate customer

2.1. The following applies to **all booking methods listed below**:

2.2. If the booking is made by a third party described in these Terms and Conditions as the “client”, i.e. an institution or a company (private group, adult education centre, school class, association, travel operator, incentive or event agency, travel agency), this third party, as the **sole client**, is the **contractual partner** of **TT** with regard to the intermediary contract or the tour guide with regard to the service contract, provided that the agreements concluded do not expressly stipulate that the client is acting as the legal representative of the later participants. **In this case, the payment obligation will apply to the client in full with regard to the agreed fees or other contractual payment claims.**

2.3. **TT** draws attention to the fact that, in accordance with the statutory provisions (Section 312g (2) 1 Clause 9 BGB), in the case of contracts regarding guided tours as contracts for services in connection with recreational activities concluded via distance selling (letters, catalogues, telephone calls, faxes, emails, SMS, radio or telemedia), there is no right of revocation and only the statutory provisions regarding the non-utilisation of services (Sections 611 et seq., 615 BGB) apply (see also Clauses 6 and 7 of these Terms and Conditions). However, there is a right of revocation if the contract is not concluded via distance selling but is concluded off-premises, unless the verbal negotiations forming the basis of the conclusion of contract were conducted in response to a previous order of the consumer; in the latter case, there is also no right of revocation.

2.4. The individual making the booking is responsible for all contractual obligations of other participants in the tour for whom this individual makes the booking as their representative, as well as for the individual's own contractual obligations, insofar as the individual has accepted such an obligation in an express and separate declaration.

2.5. The following applies to **bookings placed verbally, by telephone, in writing, by fax or by email**:

a) By making a booking, the guest or client offers to **conclude a binding service contract** with the tour guide, represented by **TT**, on the basis of the service description for the respective tour and these Terms and Conditions, and at the same time issues the corresponding booking order to **TT**.

b) The service contract for the guided tour is concluded upon **confirmation of the booking** by **TT** as the representative of the tour guide. **No specific form is required.** As a rule, **TT** will, however, send the guest or client a **written copy of the booking confirmation**, except in the case of very short-term bookings. In the case of binding bookings made on the phone, the legal

effectiveness of the contract is **independent** of the receipt of the written copy of the booking confirmation and any agreed advance payment.

3. Services, right to replacement; other agreements; amendments to material services; duration of tours; weather conditions

3.1. The service owed by the tour guide consists of providing the guided tour in accordance with the service description and any additional agreements concluded.

3.2. Unless **expressly agreed otherwise**, the guided tour **does not necessarily have to be performed by a specific tour guide**. The selection of the respective tour guide on the basis of the required qualifications is the responsibility of **TT**.

3.3. Even if a certain tour guide is specified or expressly agreed, we reserve the right to **substitute** this tour guide with another suitably qualified tour guide if the originally specified tour guide is prevented from performing the service **for a compelling reason** (in particular due to illness).

3.4. The scope of the services owed is defined in the service description and any additional agreements concluded. Any information and assurances provided by third parties or agreements with third parties (including travel agencies, accommodation businesses, transport companies, restaurants, museums and other tourist sites) about the scope of the contractual services which conflict with the service description or the agreements concluded with **TT** and/or the tour guide are not binding on **TT** or the tour guide.

3.5. **Amendments or additions to the contractually agreed services** require an express agreement with **TT** or the tour guide. We strongly recommend making these amendments or additions in writing for reasons of proof.

3.6. **Amendments to material services** which deviate from the agreed content of the contract and become necessary after the conclusion of the contract (including amendments during the period in which the tour is provided) and which were not made in bad faith by the tour guide **are permitted**, provided that the amendments are not material and also do not affect the basic character of the tour. Any guarantee claims by the guest or client remain unaffected in the case of such amendments to material services.

3.7. **Any information provided about the duration of tours is approximate.**

3.8. The following applies to weather conditions and the effect they have on the agreed tours:

a) Unless expressly agreed otherwise in individual cases, **the agreed tours will go ahead in all weather conditions.**

b) Therefore, weather conditions do not entitle the guest or client to withdraw from or terminate the contract with the tour guide free of charge. This does not apply if the weather conditions affect the physical safety, health or property of the guest or the client's tour participant to such an extent that the performance of the service is objectively unreasonable for the guest or client and its participants.

c) If such conditions are present at the start of the tour or can objectively be expected at the agreed time before the start of the tour, the guest or client and the tour guide or **TT** as its representative are entitled to ordinarily or extraordinarily terminate the contract for the guided tour.

d) If the tour guide or **TT** as its representative terminate the contract, neither the guest nor the client is entitled to claim for reimbursement of costs, including travel and accommodation costs, unless contractual or legal claims of the guest or client for damages or reimbursement of expenses are justified in this regard.

4. Prices and payment

4.1. The agreed prices include conducting the guided tour and any additionally advertised or agreed services.

4.2. **Entry fees and the cost of catering and transportation by public and private means, city maps, brochures, museum guides and guided tours** at sights visited during the guided tours are **only** included in the agreed price if they were expressly **listed** under the tour guide services or **have been agreed separately.**

4.4. Unless agreed otherwise, in particular, with regard to a down payment, the agreed fee is due for payment **at the start of the guided tour**. Cheques and credit cards are not accepted. **Payment with vouchers (eligibility vouchers)** is only possible if they have been **issued by TT** and are valid for the respective tour. Vouchers issued by third parties are **only valid in the case of a corresponding express agreement** with **TT**. If this is agreed with **TT** or the tour guide in individual cases, payment can be made against the invoice after the guided tour has taken place. In this case, the invoice amount is due for payment immediately and without deduction and is to be paid to the tour guide.

4.5. If the tour guide is willing and able to provide the contractual services and if the guest or client has no legal or contractual right of offsetting or retention against the tour guide or **TT**, and if the guest is responsible for the delay in payment, the tour guide or **TT** as his/her representative is entitled to withdraw from the service contract for the guided tour or the agency contract and to charge the guest or client cancellation costs in accordance with Clause 7 of these Terms and Conditions if the agreed payments are not made by the

agreed due date despite a reminder stipulating a reasonable deadline.

5. Changes to bookings; changes to the billing address

5.1. The guest or client is **not entitled** to have any changes made to the **tour schedule, the time, the point of departure or the tour destination (re-booking)** after conclusion of the contract. If a rebooking is nevertheless made at the request of the guest or client, **TT** will charge a rebooking fee up to six working days before the start of the tour. Unless otherwise agreed in individual cases before acceptance of the rebooking request, the rebooking fee is **€5 per rebooking process**. The guest or client is entitled to prove to **TT** that the costs incurred as a result of the rebooking are significantly lower than the agreed rebooking fee. In this case, the guest or client is only required to pay the lower costs.

5.2. Rebooking requests by the customer made fewer than six days before the start of the tour can only be arranged if the service contract with the tour guide is cancelled in accordance with Clause 7 of these Terms and Conditions and a new booking is made at the same time, provided that the rebooking is possible in the first place.

5.3. The above provisions do not apply in the case of rebooking requests that incur only insignificant costs.

5.4. The above provisions apply accordingly to changes to the billing address provided. A processing fee of €5 will be charged for each change made.

6. Failure to utilise the services

6.1. If the guest or client fails to utilise the services or any part thereof, **in particular by failing to arrive to or by failing to join the tour without terminating the contract**, despite the fact that the tour guide was willing and able to render the services, and the tour guide and **TT** were not to blame for this failure, there is **no entitlement to reimbursement of payments already made**.

6.2. The **statutory provisions (Section 615 (1 and 2) BGB)** apply to the agreed fee:

a) The agreed remuneration **must be paid**, without there being any claim to make up the guided tour.

b) However, the tour guide must accept deductions on the fees for any expenses which have been saved and for any fees which the tour guide earns by providing (or by maliciously failing to provide) the agreed services to another party.

7. Termination and withdrawal by the guest or client

7.1. The guest or client is entitled to terminate the contract with the tour guide after its conclusion **up until the sixth day before the agreed start of the service free of charge**. No specific form is required for termination. However, notice of termination in text form is **highly recommended**.

7.2. In the event of **termination by the guest or client between the fifth to the third working day before the beginning of the tour**, **TT** will charge 20% of the agreed total price of the tour, which will also cover the corresponding claims of the tour guide in connection with the termination of the service contract with the tour guide. The guest or client reserves the right to provide proof to the tour guide or **TT** that no additional costs or significantly lower costs have been incurred. In this case, the guest or client is only required to reimburse the lower expenses or costs.

7.3. In the event of **termination less than three working days before the beginning of the tour, the full agreed remuneration is due for payment**. However, the tour guide must accept deductions on the fees for any saved expenses and for any fees which the tour guide earns by providing (or by maliciously failing to provide) the agreed services to another party. Expenses saved in relation to additional services for the tour, in particular the costs of bus transport, food, drinks, entrance fees, etc., are to be reimbursed by the tour guide or **TT** to the guest or client only to the extent that there is a legal or contractual claim for reimbursement or a refund from the respective service providers and if this can actually be obtained from them.

7.4. **Receipt of the notice of termination of the guest or client by TT during their published and/or notified business hours** is decisive for meeting the above deadlines. Notices of cancellation are to be **exclusively** directed to **TT** as the representative of the tour guide.

7.5. The above provisions on termination do not affect the statutory or contractual rights of the guest or client in relation to defects in the services of the tour guide or the booking services of **TT** or any other statutory guarantee claims.

8. Liability of the tour guide and TT; insurance

8.1. **With regard to liability of TT, reference is made to Clauses 1.4. and 1.5. of these Terms and Conditions.**

8.2. Liability of the tour guide is limited to the extent that:

- the losses result from a breach of a key obligation whose fulfilment makes it impossible to correctly perform the contract at all or the violation of which jeopardises the achievement of the objective of the contract;
- the losses result from loss of life or injury to the body or health.

Otherwise, the tour guide's liability is limited to losses caused by the tour guide or its vicarious agents either intentionally or due to gross negligence.

8.3. **The tour guide is not liable** for the services, measures or omissions of catering establishments, institutions, sightseeing venues or any other services visited within the context of the tour, unless the damage is caused by or partially caused by a culpable breach of duty on the part of the tour guide.

8.4. The agreed services under the contract **only** include insurance in favour of the guest **if this has been expressly agreed. The guest or client is**

strongly advised to take out travel cancellation insurance.

9. Tour times, obligations of the guest or client

9.1. When making the booking or in a timely manner before the agreed tour date, the guest or client will be asked to **provide a mobile phone number** so that they can be contacted in the event of extraordinary circumstances. **TT** usually also provides the guest or a nominated individual with the corresponding **mobile phone number of the tour guide providing the tour**.

9.2. **Agreed tour times must be adhered to punctually**. If the guest is running late, they are obliged to notify the tour guide of this delay **no later than the time when the agreed tour is scheduled to commence** and also to inform the tour guide of their estimated time of arrival. The tour guide **may refuse to commence the tour at a later point** if postponement is objectively impossible or unreasonable, including in cases where subsequent tours or other fixed business or private appointments of the tour guide would be impossible to provide/attend. **As a rule, postponements of more than 30 minutes entitle the tour guide to cancel the tour. In such cases, the provisions set out in Clause 6 of these Terms and Conditions apply to the tour guide's claim to payment.**

9.3. The guest, or the person acting on behalf of the corporate customer, must **notify the tour guide of any defects in the tour and the agreed services immediately and request a remedy**. Claims due to the performance of the tour guide being defective or incomplete will only lapse if the party obliged to make such a notification fails to do so and is at fault for this.

9.4. The guest or client is only entitled to **abort or cancel the tour after the tour has started** if the service provided by the tour guide has material defects and these defects are not remedied despite being reported as required. **If the service is aborted or cancelled without justification, there is no entitlement to claim reimbursement.** This does not affect the guest's or client's guarantee claims if the performance of the guided tour provided is defective.

10. Special provisions relating to pandemics (including Covid-19)

10.1. The Parties hereby agree that the agreed services will be performed by the tour guide in compliance and in accordance with the official requirements and stipulations applicable during the period when the services are provided.

10.2. The Parties hereby expressly agree that within the framework of this Agreement, a right of termination due to force majeure or significant changes in service due to official requirements for conducting guided tours is excluded, unless guided tours are generally prohibited by the authorities at the time of performance.

10.3. The customer agrees to observe the tour guide's appropriate usage regulations or restrictions when using the services (in particular by wearing a mask covering their mouth and nose).

10.4. The contract is expressly agreed subject to a right of withdrawal by the tour guide if the agreed maximum number of participants at the time of service provision is not permitted at all times according to the regulatory requirements applicable to the guided tour.

11. Consumer dispute resolution; place of jurisdiction

11.1. With regard to the law on consumer dispute settlement, **TT** hereby indicates that it and the tour guides will not participate in any voluntary consumer dispute settlements. If participation in a body for the resolution of consumer disputes becomes obligatory for **TT** or the tour guide after these contract and booking conditions go to print, the guest shall be informed to this effect by **TT** or the tour guide in an appropriate form. **TT** refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic commerce.

11.2. If full **payment at the location** to the tour guide or **TT** has been agreed, **the place of fulfilment and jurisdiction is the tour location**.

11.3. The guest or client can **only** bring suit against the tour guide or **TT** at **their general place of jurisdiction**.

11.4. For lawsuits by the tour guide or **TT** against the guest or client, the general place of jurisdiction of the guest or client is decisive. If the client is a salesperson or a legal entity under public or private law, or if the guest or client has no general place of jurisdiction in Germany, then the **exclusive place of jurisdiction** for lawsuits by the tour guide or **TT** is their place of residence or place of business.

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The intermediary for the guided tours is:

Tourist Information Traben-Trarbach
Legal entity: Town of Traben-Trarbach
Am Bahnhof 5
56841 Traben-Trarbach
Tel.: 0 65 41 / 83 98-0
info@traben-trarbach.de