

Version: 2nd August 2023

## Terms and Conditions

### 1. Scope of application

These terms and conditions apply to contracts between querstadtein e.V. and customers of city tour bookings, which can be ordered as a group tour via a booking form (group ticket) or as a public tour through the online shop (single ticket).

### 2. General statement

All agreements made between the customer and querstadtein e.V., for the purpose of completing a transaction, are written in the following terms and conditions. querstadtein e.V. provides all of its services solely based upon these terms and conditions. This particularly applies if the customer uses more general terms and conditions and these contain conflicting or differing provisions from the terms and conditions listed here. The terms and conditions listed here also apply, if querstadtein e.V. performs a service without reservation whilst being aware of alternative terms of the customer.

querstadtein e.V. is not a travel operator according to § 651a BGB.

### 3. Contract and payment

#### 3.1. Group bookings

The booking request made via the booking form for group tours on <https://querstadtein.org/en/groupbooking/> is not binding. After booking, the customer receives a quote and description of services via email from querstadtein e.V.. This offer is based upon the price and services description on [www.querstadtein.org](http://www.querstadtein.org). The contract with querstadtein e.V. is concluded when the customer accepts the offer via email.

This means that all customers of private groups booking the offer provided by querstadtein e.V., are contractual partners of querstadtein e.V. The person booking must be responsible for all the contractual obligations of the booked participants, should they have agreed to this through an explicit and separate agreement.

Group bookings that are confirmed via email must be paid via bank transfer upon receipt of the invoice. A cash payment on the spot is not possible. Exceptions are only possible when there is prior agreement with querstadtein e.V. For an individually booked group tour, the following applies: the customer is obliged to pay within the time stated in the invoice.

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#### Board Members

Katrin Elsemann  
Nandita Wegehaupt  
Marvin Wiek

#### Account

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The maximum number of participants in an individually booked group tour is on average 20 people, although when specified, larger groups are possible. In this case, querstadtein e.V. reserves the right to increase the group price.

### **3.2. Individual tickets**

When booking a single ticket through the online shop, a contract is concluded between the customer and querstadtein e.V. as soon as a confirmation email is sent with the purchased tickets as an attachment. Payment is to be made by credit card or direct debit.

Credit card payments in favor of (merchant name) are collected by TREKKSOFT AG, Hauptstrasse 15, 3800 Matten, Switzerland ("TREKKSOFT"). TREKKSOFT will appear as the deducting company on your credit card statement. The domain where you enter and process your payment is owned and operated by TREKKSOFT. Please send an e-mail to [finance@trekksoft.com](mailto:finance@trekksoft.com) for all inquiries regarding your credit card payments and chargebacks.

The person who is booking is obliged to comply with the data protection information requirements for the co-booked participants on behalf of querstadtein e.V.

The maximal participant number for a public tour is 20 people.

### **4. Prices and services**

The scope of the contractual services result from the service description provided by querstadtein e.V.. Additional agreements require a written confirmation by querstadtein e.V..

The prices apply that are sent with the offer provided from the confirmation e-mail sent by querstadtein e.V.. The offer also specifies the services that are provided for that price.

### **5. Canceled payments & return debit/fees**

Should there be an unpaid return debit, a fee of six euros per unpaid or rejected transaction is charged. If your payment has been cancelled, all outstanding invoices are immediately due.

If one or more bookings return from your financial institution, querstadtein e.V. reserves the right to terminate all business agreements. All customer and banking information is kept strictly confidential and will only be disclosed upon request from your financial institution in connection with an allegedly incorrect or wrong debiting (e.g. return debit).

### **6. Changes to services**

There is no claim for compensation for the full or partial contractual amount if certain service elements are not provided. This is only valid if querstadtein e.V. are not responsible for the reasons. Should querstadtein e.V. be responsible when particular services are unavailable, then they reserve the right

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to substitute these with an equivalent offer. querstadtein e.V. is obliged to inform the customer about this. Alternatively, querstadtein e.V. can offer the customer free rebooking or compensation.

The querstadtein e.V. city tour guides are entitled to make route or duration changes due to weather and seasonal reasons or changes in circumstances. querstadtein e.V. city tour guides are not authorized to make agreements and assurances that alter the agreed contract, go beyond the contractually agreed offer of querstadtein e.V. or contradict querstadtein e.V.'s terms of reference.

querstadtein e.V. may charge a 15 EUR rebooking fee for group tickets (e.g. changes to start, finish or duration of services or any other additional offers) that are not subject to legal compensation. This does not apply to minimal changes.

### **7. Third-party services**

querstadtein e.V. is not liable for services rendered by third parties (e.g. gastronomic services, rail or bus travel, restaurant visits, etc.).

querstadtein e.V. service providers (e.g. city tour guides, bus companies) are not authorized to make agreements, share information or make assurances that alter the contract, go beyond the contractually agreed services of querstadtein e.V. or contradict querstadtein e.V.'s terms of reference.

As a precautionary measure, we point to the fact that the tours are at your own danger and risk and that querstadtein e.V. assumes no liability for any personal injury or property damage. Both public roads and paths, as well as paved and unpaved roads, are part of the tours. It is the customer's own responsibility and their own judgement whether they are able to participate. In relation to this, any misjudgments lie solely in the responsibility of the customer. The customer is liable for any damage caused by, or to any items, they carry on them.

### **8. Waiting times for public tours/group tours**

Should participants be late for public tours, the city guides will wait for five minutes from the agreed starting time. Failure to comply with the contractually agreed time or when there is a delay of more than 10 minutes, means no entitlement to the service.

Should there be delays by group tour participants, the city tour guide will wait for 20 minutes from the agreed starting time. After the waiting period expires, the tour is considered canceled and the total contract price is due. Upon arrival of the delayed group within the waiting time, the delay is added to the agreed duration and the tour is shortened accordingly.

### **9. Obligations of the customer**

The customer is obliged to report any faults and disruptions immediately to querstadtein e.V. or to notify their representative and ask for a correction. It is not sufficient to only report disruptions to the

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service provider (e.g. city tour guide). Failure to report the disruption correctly can result in a loss of the customer's right for to full or partial compensation.

The customer can only cancel the contract in the case of significant faults or disruptions. The customer has to set an appropriate amount of time for querstadtein e.V. to be able to redress, unless a redress is impossible or is refused by querstadtein e.V., or should the immediate termination be in the valid and just interests of the customer or should there be clear unacceptable reasons for the continuation of the contract.

querstadtein e.V. can terminate the contract without notice if the customer, in spite of a warning by querstadtein e.V., continuously disrupts an event or if behaves contrary to the contract resulting in an immediate termination that is justified. If terminated by querstadtein e.V., the conditions according to number 10 regarding payment apply.

## **10. Cancellations**

### **10.1. Cancellation by the customer and rights to cancellation**

In the case of the sale of online tickets for leisure activities, such as city tours etc., there is no right of cancellation (§ 355 BGB) according to § 312g paragraph 2 No. 9 BGB. A statutory right of cancellation does not exist. Therefore, the following provisions apply to customer cancellations.

The customer can cancel the contract at any point before the start of the booked tour. Decisive is when exactly when the cancellation is received by querstadtein e.V..

#### **Individual tickets**

The cancellation must be in writing or via email and be confirmed by querstadtein e.V. Should the customer cancel the contract latest 7 days before the start of the tour, querstadtein e.V. will offer a voucher for an equivalent service and equal value for a new date. The right to the contractually agreed service fee remains. Should the customer cancel later than 7 days before the start of the tour or not turn up upon the agreed date without previously retracting from the contract beforehand, the right to the contractually agreed service fee remains.

A refund of the service fee is only considered in exceptional cases when justified. There is no legal entitlement.

#### **Group tickets**

Cancellations must be made in writing or by email and be confirmed by querstadtein e.V.. querstadtein e.V. sets out its compensation claims as follows:

- If cancelled up to 28 days before the tour: flat rate cancellation fee of 35 Euros;
- If cancelled 27 days until 7 day before the tour: 20% of the total contract price, but a minimum of 70 Euros;

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- In the case of a no-show without a cancellation or cancellation less than 7 days before the tour: 100% of the total contract price, but a minimum of 45 euros (also for funded free tours).

Reduced compensation is only considered under justified circumstances. There is no legal entitlement.

## **10.2. Cancellation by querstadtein e.V.**

querstadtein e.V. can cancel the contract due to the following reasons:

- if the minimum participant number of eight is not reached three days at 3pm prior the tour date for public tours (individual tickets)
- in the case of force majeure
- in the case of sudden illness or absence of a city tour guide
- should the customer or group participant continuously disrupt the event, in spite of a warning or behave in such a way, that is contrary to the contract, resulting in an immediate termination of the contract.
- should the customer not adhere to the contractual conditions

## **11. Liability**

querstadtein e.V. and its agents are liable for negligent damage and loss to property only in the event of a breach of a contractual obligation. This is however limited in amount and applies only to damages that are foreseeable and common.

## **12. Invalidity of individual provisions**

Should individual provisions of the terms and conditions or contract become invalid, this does not result in the invalidity of the entire contract.

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