

General terms and conditions of Die Hamburg-Lotsen

(As of June 2021)

The following General Terms and Conditions apply to all legal transactions of Hamburg-Lotsen, Opitzstraße 29, 22301 Hamburg (hereinafter referred to as "we" or "us"), with our contractual partners (hereinafter referred to as "customer"). Deviating terms and conditions of the customer are hereby rejected. We shall only accept such deviating terms and conditions if expressly agreed in writing.

1. General information

- (1) The contractual language shall be German or English.
- (2) We are entitled to use independent third parties for the fulfillment of the contract. We may also use our own employees or staff for the fulfillment of the contract.
- (3) Amendments or additions to the contracts concluded between the parties must be made in writing to be legally effective. Individual agreements made with the customer (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions.

2. Content of contract

- (1) We organize city and harbor tours (city and harbor tours and/or sightseeing walks), arrange independent guides for the tours and provide - if included in the scope of services - transportation for city and harbor tours. In addition to events with a predefined program, we also organize and arrange individual city tours and other touristic services (For the purpose of simplicity, all our services are summarized hereinafter under the generic term "guided tour").
- (2) When providing transportation, we cooperate with independent third-party companies. The transportation within the context of city and harbor tours is not carried out by ourselves, but is carried out independently by a company commissioned in the respective case. All entrepreneurial duties according to the German Passenger Transportation Act (PBefG) are only applicable to the executing transport company.
- (3) We are not a tour operator, but merely an agent for services and companions in and around Hamburg. We provide no guarantee and/or no liability for the services of third parties (e.g. concert organizers, establishments, drivers, captains) unless the fault of selection is attributable to us.

3. Conclusion of contract

- (1) With the booking, the customer offers us the binding conclusion of the contract. The booking can be made in writing, by e-mail, orally or by telephone. The contract comes into effect only with a written confirmation or e-mail confirmation. When booking, a valid address must be provided.
- (2) If tours are subject to a limit of participants per tour guide, we will inform the customer accordingly within the scope of the specific offer. If the desired group size exceeds the maximum number of participants stated in each case, we will offer the customer the booking of an additional tour guide. The customer then has the option of taking the tour with the additional tour guide or to limit the group to the permitted number of participants.

4. Services, remuneration

(1) The scope of the contractual services as well as the amount of the payment is stated in the service description of the respective offer as well as in the information in the order confirmation. In the event of discrepancies between the information in the offer and the order confirmation, the information in the order confirmation shall apply. The offer descriptions does not guarantee any specific content of the tour. We only owe the scope of services expressly stated in the order confirmation.

(2) We obligate ourselves to provide guided tours in all weather conditions, provided that the safety of the participants does not appear to be endangered. In the event of an endangerment, the decision to realize the event lies with our respective employee on site.

5. Payment, costs of the tour guide

(1) Payment shall be made in advance (via bank transfer to our business account) before the beginning of the tour. All prices and terms of payment are provided in the specific offer as well as the order confirmation and invoice. All prices include the current statutory value added tax.

(2) If the payment has not been made by the beginning of the guided tour, we shall have the right to refuse our services. In addition, we are entitled to withdraw from the contract. Only with prior confirmation on our part, the payment can be made as cash payment before the beginning of the tour.

(3) An invoice shall be issued - unless otherwise specified - after the order has been placed.

(4) Unless otherwise stated in the offer, any additional entrance fees and other costs incurred as part of a guided tour shall be paid separately by the customer.

(5) All costs of the arranged tour guide shall be borne by the customer unless they are already included in the offer. This includes transportation costs, hospitality costs and entrance fees of the tour guide.

6. Change of service and price

(1) Changes and deviations from the agreed content of the contract that become necessary after conclusion of the contract and that were not caused by us contrary to good faith are allowed to us, as long as the changes or deviations are not significant and reasonable for the customer and do not significantly affect the overall nature of the booked tour. This includes, for example, road closures, unavailability of institutions or sights, short-term prevention of the tour guide, etc. We can offer the customer a free rebooking within the scope of our discretion.

(2) We reserve the right to pass on the resulting additional costs to the customer in the event of an increase in the prices of third-party suppliers, entrance fees, etc.

(3) We shall notify the customer without delay of any changes or deviations in performance or prices that become necessary.

(4) If the customer arrives later than the agreed starting time of the tour, the customer has no right to a reduction of the total price or to an extension of the tour. If the tour is extended with the consent of the tour guide, the additional costs incurred are to be borne by the customer. The total price increases accordingly by the costs incurred due to the waiting time of the tour guide and the actual duration of the tour in relation to the original booking (e.g. if a 60-minute tour was booked for 100€ and the tour guide has to wait 15 minutes and extend the tour for 15 minutes, the total price of the tour increases subsequently by 50%). The additional costs incurred will be charged to the customer subsequently.

7. Tour guide

(1) The customer has no claim to the provision of a particular tour guide. We select the tour guide on the basis of the qualifications required for the tour.

(2) In the event of a compelling impediment, we reserve the right to replace a tour guide with an equally suitable tour guide. This also applies if a customer has explicitly named a tour guide or a tour guide was explicitly listed in our offer.

(3) The basic waiting time of the tour guides is 15 minutes. In the event of a delay of more than 30 minutes, the customer or the group shall generally be regarded as a no-show (with the cost consequences of Section 8, nr. 9). Whether the tour guide waits longer or considers the group to be a no-show after 30 minutes is at the tour guide's discretion.

8. Cancellation, rebooking, no-show

(1) The customer may cancel the booking or withdraw from the contract at any time in writing or by e-mail. The withdrawal must be declared to us.

(2) If the customer withdraws before the start of the tour or does not attend the tour, our claim to payment shall be replaced by a claim to appropriate compensation, provided that we were not responsible for the withdrawal or exceptional circumstances occur at the destination or in its immediate vicinity that significantly impair the realization of the tour.

(3) We have calculated the amount of compensation as a fixed charge, taking into account the period between the declaration of withdrawal and the beginning of the tour, as well as the expected savings in expenses and the expected acquisition through alternative uses. The compensation is calculated according to the time of receipt of the customer's notice of withdrawal as follows:

- from order confirmation up to 31 days before start of service: 20 %;
- from 30 up to 21 days before start of service: 50 %;
- from 20 up to 11 days before start of service: 70 %;
- from 10 up to 1 days before the beginning of the service: 100 %;
- on the day of service 100 %

of the total tour price without deduction. In any case, the compensation is at least 200,- EUR (minimum fixed charge). If the total price is smaller the minimum flat rate of 200,- EUR, the total price is to be paid as compensation.

(4) Should cancellation fees from third-party service providers arise as a result of the customer's withdrawal or cancellation, they shall be borne by and additionally charged to the customer.

(5) The customer shall in any case be permitted to prove that the reasonable compensation to which we are entitled is significantly lower than the requested fixed charge.

(6) We reserve the right to demand a higher, individually calculated compensation instead of the above compensation as fixed charges, insofar as we can prove that we have incurred significantly higher expenses than the applicable fixed charge. In this case, we are obligated to specifically quantify and justify the compensation demanded, taking into account the expenses saved and reduced by the amount that we acquire through other use of the travel services.

(7) In deviation from sect. 8 nr. 2, the provider may not claim compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity that significantly impair the performance of the tour or make it impossible. Unavoidable and extraordinary circumstances include, for example, general administrative orders that make it impossible to provide the service (e.g. in the context of the Corona pandemic). If individual planning or organizational services have already been provided by us and made available to the customer in advance (e.g. creation of a tour or various program points), the customer, notwithstanding the previous sentence, only has the option of rebooking the tour up to 24 months after the end of the general administrative order.

(8) If an individual planning or organization service is provided by us and made available to the customer in advance (e.g. creation of a tour or various program points) and the booking is subsequently canceled or withdrawn from, we retain the claim for the total price.

(9) The full total price is payable without deduction also if a customer or group does not show up for a booked tour.

9. Duty to cooperate

(1) The customer is obligated to immediately report any defects or impairments to us or the tour guide on site.

(2) If minors participate in a guided tour, they must be accompanied by a sufficient number of supervisory persons. If the number of supervisors is not sufficient according to the dutiful discretion of the tour guide, the tour guide has the option not to start the tour or to cancel an ongoing tour. The customer or the group shall then be regarded as not having appeared, with the consequence of costs as set forth in sect. 8, nr. 9.

10. Liability

(1) For claims based on damage caused by us, our legal representatives or vicarious agents, we shall always be liable without limitation

- in the event of injury to life, limb or health
- in case of intentional or grossly negligent breach of duty
- in case of warranty promises, insofar as agreed, or
- as far as the scope of application of the german product liability law is opened.

2) In the event of a breach of material contractual obligations, which results from slight negligence on our part, our legal representatives or vicarious agents and whose fulfillment is essential for the due performance of the contract and on whose fulfillment the contractual partner may regularly rely (cardinal obligations), the amount of liability shall be limited to the damage foreseeable at the time of the conclusion of the contract, and whose occurrence may typically be expected.

(3) The tour guides provided by us do not assume any supervisory responsibility within the scope of the tour (especially for minors). The respective supervisors are exclusively responsible for them (see section 9, nr. 2).

(4) Warranty claims are excluded if the customer has culpably failed to report a defect immediately on site and has therefore not given us the opportunity to remedy the defect.

11. Place of jurisdiction, place of performance

(1) The exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office if the customer is a merchant, a legal entity under public law, a special fund under public law or has no place of jurisdiction in Germany. In addition, we shall be entitled to sue the customer at his general place of jurisdiction.

(2) The place of performance shall be our registered office.

12. Further provisions

(1) The business relations between us and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN sales law. As far as consumers are the object of the contract, this choice of law shall only apply insofar as the protection granted is not barred by mandatory provisions of the law of the country in which the consumer has his habitual residence.

(2) If individual provisions are or become invalid, this shall not affect the validity of the other provisions. Ineffective provisions shall be replaced by provisions whose economic success corresponds as far as possible to that intended by the ineffective clause.

(3) Customers who are consumers have the option to use an alternative dispute resolution. The following link of the EU Commission (also referred to as the ODR platform) contains information about online dispute resolution and serves as a central point of contact for the out-of-court settlement of disputes arising from online purchase contracts: <http://ec.europa.eu/consumers/odr>.

(4) Duty to inform according to the Consumer Dispute Settlement Act (§36 VSBG): We are neither willing nor obliged to participate in further dispute settlement proceedings in front of a consumer arbitration board.