

## General Terms and Conditions of Harald Zawuski (www.privatetour-berlin.com)

### 1. Booking and Contract Conclusion:

Through the signature or a verbal agreement from the contract partner, further named as **CLIENT**, is the Booking/Contract binding. The booking of the contract applies to group tours for all members of the tour group are responsible for any outstanding debts. The **CLIENT** acknowledges and accepts with his/her signature or verbal agreement our General Terms and Conditions. The booking is binding for both parties only after the ordered services have been confirmed by **Harald Zawuski (www.privatetour-berlin.com)**, further named **CONTRACTOR**, through verbal or written agreement, per email or per fax.

### 2. Payment:

Payment of all services is to made by PayPal (additionally 5.0 % on top of the agreed price), or by credit card (additionally 5.5 % on top of the agreed price), or by a SEPA bank transfer (without deduction) **at least 14 days before** the agreed date of all services or at a time specified by the **CONTRACTOR** on the invoice - At the request of the client, payment by transfer is possible up to max. 6 weeks after completion of agreed services, this payment period requires a prior written consent of the **CONTRACTOR**.

- Payment is also possible prior to the commencement of the agreed service **in cash in Euros** (without deduction) - Unless other binding, written agreements have been concluded between the **CONTRACTOR** and **CLIENT**.

> **Important notice:** in case of shortening or non-feasibility of the booked services due to a delay caused by the **CLIENT** such as late flight/ship/train arrivals etc., or to the influence of weather or acts of nature beyond control, congestion, blocked roads, street festivals, demonstrations, rallies etc., the full agreed price is nevertheless to be paid by the ordering customer/**CLIENT**

### 3. Service modifications and descriptions:

**Should the CLIENT change the N° of tour participants and thus the size of the already ordered vehicle after Contract Conclusion, the CONTRACTOR will try everything possible to provide requested changes but can not guarantee fulfillment.**  
The coverage of the contractual service offer is determined from the offered service description or that in the agreed contract from the **CONTRACTOR**.

**Rebookings, adjustments and extra services** require an agreement through the **CONTRACTOR** either verbal or written, per fax, per e-mail. **These can cause possibly increase of prices.** The discontinuation of parts from the service represents no entitlement of payments either in part or in whole to retained, when these reasons are not caused by the **CONTRACTOR**. If discontinuations of parts from the service are presented through the **CONTRACTOR** he has the right to substitute the discontinued service with another of equal value. The **CONTRACTOR** is obligated to inform the **CLIENT** of changes to the contract. When, as the case may be, the **CONTRACTOR** would offer the **CLIENT** a free of charge change of reservation or a free of charge cancellation.

- Furthermore, the **CLIENT** has no claim that the booked service(s) will be carried out by a **certain, designated assistant (guide, driver, etc.)**

### 4. Withdrawal (Cancellation) by the CLIENT/CUSTOMER:

The **CLIENT** may cancel at anytime before begin of a booked tour. Significant is that the **CONTRACTOR** has received the cancellation declaration form. The cancellation must be in written form either per e-mail or per fax and from the **CONTRACTOR** confirmed and validated. If the **CLIENT** withdraws from the contract or an organized appointment without cancellation of the contract, the **CONTRACTOR** has the right to demand a corresponding compensation. The **CONTRACTOR** can calculate the compensation precisely or at his choice calculate a percent cancellation fee.

#### > Cancellation fees:

- From conclusion of contract/ booking date: 20 % of the contract total price
- 30 Days before the agreed date: 30 % of the contract total price
- 14 Days before the agreed date: 50 % of the contract total price
- 7 Days before the agreed date: 75 % of the contract total price
- 1 Day before the agreed date, on the booked date, in case of no-show of the **CLIENT**: 100 % of the contract total price

### 5. Withdrawal (Cancellation) through the CONTRACTOR (Harald Zawuski – www.privatetour-berlin.com):

The **CONTRACTOR** can cancel the contract or decide not to carry out or interrupt the booked services under the following cases:

- Due to the influence of weather or acts of nature beyond control, congestion, blocked roads, street festivals, etc...
- Because of sudden sickness of any City guides (in such case the contractor will make every effort to find a backup guide)
- When the **CLIENT** or a member of the **CLIENT** group tour disrupts the implementation of a tour, even after being advised of the disruption, then sustains the disruption or in such a case as not to abide to the contract can the **CONTRACTOR** an immediate, with justification, cancellation of the contract.
- If the **CLIENT** breaks the agreed contract terms.

### 6. Liabilities:

**Harald Zawuski, the CONTRACTOR** assumes liability for the accurate preparations of the booked service, for the careful choice, monitoring of services, the accuracy of service description and for the adequate provision of the agreed services in the contract.

**your berlin city guide** assumes no liability for the services of external companies identified from **your berlin city guide** (i.e. Public transport, Trains, busses or Taxis, Theatres, Museums, Exhibition visits and restaurants) and any other services from external companies which are explicitly identified in the service description.

For accidents and damages, Harald Zawuski assumes no liabilities.

#### 6. a. Special disclaimer for cruise ship Passengers booking a tour including transport from port and back to ship:

- In case the **CLIENTS** ship might not be able to dock at all (due to strong winds, bad weather and similar events), the full agreed amount for the tour is to be paid, respectively the client will be not entitled to get any refund.
- In case the **CLIENT** might not reach the port by time on the way back from Berlin, due to traffic jams, accidents, congested roads/motorways, natural disasters, and therefore misses his ship, this represents a case of force majeure.
- In such case, the **CONTRACTOR** is relieved of any liability and shall not be liable for any costs incurred by the **CLIENT** as a result of not being able to be back on board before its ship leaves port.
- Regardless of the amount of the additional costs incurred.

**7. Co-Operation Obligation:**

The **CLIENT** or member/members of a group tour are obligated, when service disruptions occur, to Co-Operate within the frame under the terms of the legal contract to prevent damage or accident. The **CLIENT** or member/members of a group tour are especially obligated to inform Harald Zawuski, without hesitation, of any complaints.

**8. Information Protection:**

The **CLIENT** agrees that for the purpose of processing the agreed services personal information given at our disposal may be used further by **your berlin city guide** for customer care and services. This information is only for use by **your berlin city guide** and under the German data protection act will not be passed on to any other third parties.

**9. Inefficacy of individual Regulations:**

The inefficacy of individual regulations of the general business conditions or the contract does not entail the inefficacy of the entire contract.

**10. Delivery and Jurisdiction area:**

Place of delivery and exclusive area of jurisdiction are Berlin.