

AGENCY TERMS AND CONDITIONS FOR TOUR GUIDES from Hamburg Travel GmbH

1. Tourist guide services shall be procured for you by Hamburg Travel GmbH. With regards to these activities, Hamburg Travel GmbH shall render no services of its own. Rather, it shall negotiate them in the name and for the account of the respective tour guide. The agreement regarding the services booked shall thus be realized exclusively between the customer and the tour guide. Hamburg Travel GmbH and the customer shall be bound merely by an agency agreement.
2. The booking of the tour guide shall be carried out via Hamburg Travel GmbH. You shall receive a corresponding booking confirmation from Hamburg Travel GmbH. The payment of the price for the guide that is indicated on the booking confirmation shall be made at least 21 days before arrival directly to Hamburg Travel GmbH.
3. At any time, you may withdraw from the agreement concluded with the tour guide for the guide services by notifying Hamburg Travel GmbH. You must provide your booking number when cancelling. The point in time that the cancellation is received by Hamburg Travel GmbH shall be prevailing. We recommend that you make cancellation in writing. The tour guide may assert his damage compensation claim upon a lump-sum basis as follows:

Until the 8th day before guided tour	0 %
From the 1st to the 7th day before the guided tour	80 %
On the day of the guided tour	100 %

of the price agreed for the guided tour.

In all cases, you shall be at liberty to prove that no damages or substantially less damages have been caused through your cancellation than the lump-sum amount being demanded from you. In this case, you shall be obliged to pay the smaller amount of costs (or if no damages have been suffered, you shall not be obliged to make a payment). The tour guide reserves the right to deviating from the aforementioned lump-sum amounts, demand higher concrete damage compensation. In this case, the tour guide shall be obliged to concretely list and document the damage compensation being demanded subject to the consideration of the expenditures having been saved and any possible other usage of the services booked.

4. The timeframes agreed on the booking confirmation shall be binding for the guided tour with the tour guide. The tour guide shall be obliged to wait one hour at the agreed meeting place for any possible later arrival. The waiting time is subject to a fee; that is to say, the guided tour shall be reduced by the amount of waiting time.

The number of participants for theme walks shall be limited to 18 persons per guide. If you want to participate with more than 18 people you have to book a second guide.

From the 7th day before the tour date changes of the tour date or the meeting point of the tour are subject to charges. In this case the tour guide is allowed to charge an alteration fee of € 20,- which must be directly paid to the tour guide before the guided tour.

5. Hamburg Travel GmbH is merely considered to be an intermediary for third-party services and shall not be responsible for the proper execution of the guided tour, but rather merely for the proper procurement of the guided tour. Hamburg Travel shall not be liable for the non-fulfilment or substandard fulfilment of the agreement negotiated. The liability of Hamburg Travel GmbH is restricted to intentional wrongdoing and gross negligence. The liability owing to simple negligence is excluded. The aforementioned exclusion of liability shall not apply to losses of life, physical injury or damage to health. Claims owing to the non-contractual rendering of services must be promptly and exclusively asserted against the respective tour guide.

Intermediary: Hamburg Travel GmbH
Wexstraße 7, 20355 Hamburg
Commercial Register of Hamburg: HRB 95427
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