

# **General Terms and Conditions of the City of Kitzingen for state-run guided tours**

## **Section 1 Scope of application**

- (1) These general terms and conditions shall constitute the basis for all contracts involving the city of Kitzingen (hereinafter referred to as the City) and relating to guided tours.  
Guided tours are usually offered through the City's tourist information centre (hereinafter referred to as Tourist Information).  
These terms and conditions do not apply to guided tours arranged by the City but conducted by a private tour guide.
- (2) Deviating or supplementary agreements to these terms and conditions require the individual and express written consent of the City in order to be effective.
- (3) All references made to persons shall apply to all genders.

## **Section 2 Guided tours**

- (1) Guided tours conducted by a City tour guide within the meaning of these terms and conditions include
  - a. Guided tours conducted on a fixed date with the option for individual people to sign up (public tours) or
  - b. Tours arranged for individual groups and conducted by a tour guide (group tours)Both public tours and group tours can be carried out as tours on a particular topic.
- (2) Public tours take place to the extent offered by the City on its website, on the dates specified there.
- (3) Guided tours can take place on foot/in a wheelchair or with a motor vehicle. Any chaperones and accompanying persons are also classed as tour participants even if they are not charged for their participation.

## **Section 3 Contract conclusion**

- (1) It is not necessary to sign up for public tours.  
A contract is automatically concluded when an individual participates in a public tour and this participant also agrees that these general terms and conditions apply.

- (2) It is only possible to sign up for public tours on a specific topic under the conditions stated on the City's website. The contract shall come into effect when the City/Tourist Information provides written confirmation that the participant has signed up.
- (3) Bookings for group tours should be made in writing or via the online booking portal. A contract shall be concluded with the City when the City/Tourist Information provides confirmation of the booking in writing or via the online booking portal. By booking on a group tour, the customer agrees that these general terms and conditions shall apply.

#### **Section 4** **Scope of services**

- (1) The contractual service provided results from the relevant service description in conjunction with the services listed in the booking confirmation. Subsidiary agreements that modify the content of the contractual services are only valid if they have been agreed upon in writing. Images of guided tours constitute examples of services that may be provided; they do not guarantee any specific tour content. Any spontaneous changes to or extensions of the tour as per the customer's wishes shall be at the discretion of the tour guide; section 5 of these general terms and conditions shall apply accordingly.
- (2) The City reserves the right to make short-term changes in advance, with particular regard to the meeting point, time or route, provided that they are reasonable for the customer. As a general rule, changes are reasonable if they are not significant and do not significantly affect the overall design of the tour booked, or if they are due to external circumstances for which the City is not responsible (e.g. road closures, closure of museums, short-term illnesses). The City is obliged to immediately inform the customer of any changes. The City can also offer the option of rebooking to the customer free of charge. If any changes made are not reasonable for the customer, the customer has the right to withdraw from the contract and have the booking fee already paid reimbursed.
- (3) For purposes of organisation and planning, the City shall determine the maximum number of participants per group for all guided tours. If the group size specified is exceeded, the group will have to be divided into appropriately-sized sub-groups. The guest who signed the group up must bear the costs incurred by hiring additional tour guides. There is no additional cost if the size of the group corresponds to that which was communicated to the City/Tourist Information no later than 24 hours before the start of the tour – taking into account the provisions of Section 7 – and the City/Tourist Information confirmed this. Any chaperones and accompanying persons required are not taken into account in the group size.
- (4) The City shall select the tour guide based on the qualifications required. For compelling reasons, the City reserves the right to use a tour guide other than the person originally named, even at short notice. The customer is not entitled to a guided tour with a specific tour guide.

- (5) The tour guide's contact details are subject to data protection requirements and the City shall only pass them on to third parties with the tour guide's express consent.
- (6) If the tour is delayed due to the fault of the customer (e.g. lateness) or force majeure, the tour guide may reduce the scope and duration of the tour in relation to the delay.

## **Section 5 Prices**

- (1) The price of the relevant guided tour is stated on the City's website or indicated by Tourist Information at the time of booking. Prices for tour programmes planned on an individual basis depend on the scope of the tour and information in this regard can be requested from Tourist Information. Any entrance fees to be paid are not included in the price.
- (2) Vouchers and discounts (e.g. with a volunteer card or employee ID card from a company or authority) can only be redeemed on a case-by-case basis and with the prior express consent of Tourist Information.
- (3) If the customer does not make full use of any services they have booked on an individual basis after the start of the tour, they shall not be entitled to a price reduction or reimbursement.
- (4) All amounts invoiced by the City include VAT, where this is applicable.

## **Section 6 Payment**

- (1) The amount stated on the invoice should be transferred within 14 days after the invoice has been issued. The transfer should be made to the City account specified in the invoice, unless otherwise stated in Section 6, paragraphs 2 and 3.
- (2) The price for joining a public guided tour – unless it is a public tour on a specific topic – is usually paid in cash or card at Tourist Information, Schrankenstraße 1, 97318 Kitzingen, before the start of the tour.
- (3) The price for joining a group tour and public tour on a specific topic is usually paid after the relevant invoice has been issued. Payment is made by transfer to the City account specified in the invoice, or by way of exception in cash or by card at Tourist Information during opening hours. It is not possible to pay the tour guide directly.

## **Section 7 Cancellation, lateness and no-shows**

- (1) Either party can cancel a contract for a group tour at any time. Cancellation must be announced in writing.
- (2) Tours can be cancelled free of charge up to 24 hours before the start of the tour if Tourist Information is informed of this in writing or by email to [tourismus@stadt-kitzingen.de](mailto:tourismus@stadt-kitzingen.de) during their opening hours and they then provide confirmation thereof. The Tourist Information opening hours can be found on [www.visit-kitzingen.de](http://www.visit-kitzingen.de). In all other instances, the full price must be paid.
- (3) If a group cancels on the day of the tour, it shall be considered that they have failed to appear.
- (4) Section 7, paragraphs 1 to 3 shall apply accordingly to a partial group cancellation. This applies when a group shows up with fewer guests than originally registered and confirmed.
- (5) If a group is late, the tour guide is obliged to wait for 30 minutes after the agreed tour start time. If a group is more than 30 minutes late, it shall be considered that they have failed to appear. Section 4, paragraph 6 of these general terms and conditions remains unaffected.
- (6) If the tour guide calls off a group tour due to the fault of the customer (e.g. if the group behaved improperly), the group shall still be entitled to pay in full.
- (7) If a group does not show up to a group tour, the agreed price is due to be paid in full.

## **Section 8 Liability**

- (1) The City is responsible for diligently preparing the tour, selecting the tour guide, ensuring service descriptions are accurate and properly providing the services as agreed upon by contract.
- (2) The City is not liable for services that are recommended or organised as third-party services from other service providers.
- (3) Participants join tours at their own risk.
- (4) The City's liability for damages other than those resulting from injury to life, limb or health is excluded, unless they are a result of an intentional or grossly negligent breach of duty on the part of the tour guide and the violation of essential contractual obligations.
- (5) The tour guide shall not assume any obligation to perform supervisory activities during the tour. Any persons requiring supervision (e.g. groups of schoolchildren) must be accompanied by a sufficient number of chaperones for the entire duration of the tour, including in the facilities to be visited. If there is an insufficient number of chaperones according to the tour guide's professional assessment, they may refuse to conduct or cancel the tour. In this case, it shall be considered that the group has failed to appear.

## **Section 9 Privacy**

The City shall store any personal data collected during the booking process (e.g. name, address, telephone number, email address) in compliance with statutory provisions, for the exclusive purpose of processing the booking in question and, where necessary, provide third parties with access thereto. In addition, data shall only be passed on to third parties with the customer's express consent or on the basis of legal provisions. The customer may revoke their consent at any time. Once the booking has been completed, the data will be deleted, unless the storage thereof is required by law.

## **Section 10 Final provisions**

- (1) These general terms and conditions are subject to the law of the Federal Republic of Germany. The language of the contract is German.
- (2) The place of jurisdiction for all legal disputes arising between the contracting parties shall be Kitzingen –insofar as this can be agreed upon in accordance with legislation.
- (3) If individual provisions of these general terms and conditions are or become invalid, the validity of the remaining provisions shall not be affected.
- (4) The contract remains binding in its remaining parts even if individual points are legally ineffective. Statutory provisions shall take the place of any ineffective points, where applicable.

Kitzingen, 10/11/2022

Party responsible for this content: City of

Kitzingen Tourist information

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