General Terms and Conditions for Guided City Tours

The services organised and provided by us include guided city tours, day hikes with transfer services, accompanied pilgrimages on foot, and the day programme “Altötting Pilgrimage”. They do not include overnight accommodation, last less than 24 hours, and each cost no more than €500. Consequently, Sections 651a et seq. of the German Civil Code (BGB), as applicable from 1 July 2018, do not apply. Instead, the provisions governing contracts for work and services apply in principle. In the following Terms and Conditions, we would like to explain and regulate certain important matters on the basis of the applicable statutory provisions.

Preliminary Information

A right of withdrawal pursuant to Sections 312 et seq. of the German Civil Code (BGB) exists for contracts relating to services organised and provided by us only if such contracts are concluded away from business premises (for example, at your home). Even in such cases, the right of withdrawal applies only if the relevant oral negotiations did not take place following a prior invitation by you as the consumer.

We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board and decide on participation on a case-by-case basis. Irrespective of this, the applicable statutory provisions require us to provide the link to the European Commission’s online dispute resolution platform:

http://ec.europa.eu/consumers/odr/

The personal data collected from you will be used exclusively for the preparation, performance and administration of the contract, customer service, and the promotion of our own services. You may object to the use of your data for advertising purposes at any time by notifying us using the contact details provided.

Under the General Data Protection Regulation (GDPR), which entered into force on 25 May 2018, you also have the rights of access, rectification, erasure, restriction of processing and data portability pursuant to Articles 15 to 20, as well as the right to lodge a complaint with a supervisory authority pursuant to Article 77. The name of the data controller within the meaning of the GDPR is provided in the contact details.

Your data will be stored for the duration of the business relationship and, in any event, at least until the expiry of the statutory retention periods.

1. Conclusion of the Contract

Under the statutory provisions, a contract is concluded only when binding declarations of intent from both parties (an offer and a corresponding acceptance) have been made in the agreed form. Furthermore, the declaration of acceptance must be made within the applicable time limit.

For legal purposes, the published description of the service does not yet constitute an offer to conclude a contract; rather, it precedes the contractual declarations of intent.

The roles of the parties in making the offer may vary. Typically, the customer's registration, which does not require any particular form, constitutes the offer to conclude a contract. The customer remains bound by this offer until receipt of the corresponding acceptance (booking confirmation) in text form, for a maximum period of 14 days from receipt of the registration.

A mere acknowledgement of receipt, for example generated by a computer system, does not constitute acceptance.

2. Contractual Services and Their Scope

2.1

The services we are obliged to provide upon conclusion of the contract are specified in the relevant service description published by us (e.g. in a flyer or on our website). Any special agreements, which should be made in text form for evidentiary purposes, shall take precedence.

2.2

Our obligation to provide services applies only to the participants who have registered or, in the case of group bookings, to the registered number of participants. Any additional persons may be refused participation.

If the maximum number of participants for a guided tour is exceeded, a second city guide or pilgrimage guide must be booked for the additional participants at an extra charge. Such arrangements may not always be possible at short notice.

2.3

Our events begin and end punctually at the agreed times.

For guided tours charged at group rates, we will wait for the registered group for a reasonable period only. For example, in the case of city tours, this period is 20 minutes. After this time, the group will be considered a no-show.

If the guided tour starts late due to the group's delayed arrival, there is no entitlement to a corresponding extension of the scheduled end time.

2.4

Supervision of children or young people participating in youth groups does not form part of the services we are contractually obliged to provide. Such supervision must be ensured separately by the parents or legal guardians, or by the persons making the booking.

2.5

When planning your guided tour, please bear in mind that churches cannot be visited during religious services.

We ask for your understanding that restrictions may also arise at short notice due to weddings, funerals or similar events. Our trained city guides respond competently to

unforeseen circumstances and endeavour to ensure a successful tour despite any last-minute changes.

Out of respect for the sanctity of the site, no explanations or commentary are provided inside the Chapel of Grace (Gnadenkapelle).

3. Payment

Unless otherwise stated in the booking confirmation, the price is payable 14 days before the start of the contractually agreed service. If the contract is concluded after that date, the price becomes payable immediately.

A security certificate (Sicherungsschein) is not a prerequisite for payment becoming due, as the services organised and provided by us are not subject to Section 651a of the German Civil Code (BGB).

We are entitled to refuse to provide the service until payment has been received.

4. Customer's Ancillary Obligations, Responsibilities and Sources of Risk

Please ensure that your conduct, as well as the conduct of any children or young people under your supervision (see “Contractual Services and Their Scope”, Section 2.4), does not disrupt or endanger the event, other participants or any third parties.

In particular, please observe the German Road Traffic Regulations, follow the instructions of the tour guide or accompanying guide, and act with due care at all times.

During our hikes, we also use minor roads as walking routes and must cross district roads, which may involve particular risks.

5. Minimum and Maximum Number of Participants

5.1

If a contractually specified minimum number of participants is not reached, we may withdraw from the contract for services lasting less than 24 hours, provided that we do so no later than 48 hours before the service is due to begin.

In this case, any amounts already paid will be refunded without undue delay.

5.2

The maximum number of participants is 12 for accompanied pilgrimages on foot and 20 participants per group for guided tours charged at group rates.

Please also refer to Section 2, “Contractual Services and Their Scope”, above.

6. Cancellation by the Customer

6.1

Accompanied pilgrimages on foot may be cancelled free of charge up to 14 days before the agreed start date.

After this deadline, cancellation is no longer possible. The participation fees remain payable in their original amount, unless the customer's non-participation results in cost savings or alternative income for us.

6.2

Guided city tours may be cancelled or rescheduled free of charge up to 3 days before the agreed start date.

After this deadline, cancellation is no longer possible. The participation fees remain payable in their original amount, unless our non-provision of the guided tour results in cost savings or alternative income for us.

7. Adjustments to Services in Cases of Force Majeure

If an event of force majeure jeopardises the provision of the service in its originally planned form, we are entitled to modify the service in a manner that is reasonable for both us and the participant (for example, changing the route during or following severe weather conditions).

If such an adjustment is not possible, the price paid for the service will be refunded. No further claims shall arise.

8. Limitations of Liability

8.1

Our contractual liability for damages shall be limited to €4,100, provided that the damage was not caused intentionally or by gross negligence.

8.2

Our liability for damages arising from tort shall be limited to €4,100 for damage other than personal injury, provided that the damage does not concern loss of life or injury to the body or health and was not caused intentionally or by gross negligence.

9. Accuracy of Information in Published Service Descriptions

The information published in flyers or on our website can reflect only the circumstances known at the time of printing or updating. Despite the greatest possible care, printing errors may nevertheless occur.

We therefore reserve the right to make changes to such information up until we issue our declaration of intent to conclude the contract.

10. Limitation Periods

10.1

All contractual claims shall be subject to a limitation period of one year, provided that the claim does not concern loss of life or injury to the body or health and the damage was not caused intentionally or by gross negligence.

The limitation period begins at the end of the calendar year in which the contractual services were due to be provided.

10.2

Claims arising from tort shall be subject to the statutory limitation periods.

11. Miscellaneous

In all other respects, the relevant statutory provisions shall apply, insofar as German law is applicable. These include, in particular, the provisions governing contracts for work and services (Sections 631 et seq. of the German Civil Code (BGB)).

Organiser

Bürger- und Touristinfo der Stadt Altötting
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