



## General Terms and Conditions of Business

The following translation of the General Terms and Conditions of Business (AGB) of “Berlin mit Kindern” is for informational purposes only. Solely the German version is legally binding.

### I. Registration and confirmation, conclusion of contract

By registering, you offer to conclude a contract. Registration may be made in writing or verbally, by email or telephone. Your registration implies all persons mentioned therein. Registration should include the following points:

Name of programme (see point II.1.), number of participants, time and date. Our acceptance concludes the contract. We will furnish you with a written confirmation.

### II. Scope of performance

1. Each of our tours has an approximate duration of three hours (60 minutes to the hour). As a rule, content and scope of the tours are based on the descriptions on the website under the “programme” heading. Changes in the course of the programmes can be made by individual agreement.
2. The actual course of a tour may deviate from the planned course. Reasons leading to changes may be the constitution of the group, its interests, age differences within the group as well as weather conditions.
3. Furthermore official events in Berlin may render the planned course of the tour impossible, in parts or in whole.
4. In such occurrences a later reduction or proportionate refund of the tour price is ruled out. This does not apply, should the entire tour be unviable for reasons mentioned in point II.3.
5. Registration for a programme does not implicate a specific person as tour leader.

### III. Payment

1. The conclusion of the contract constitutes our claim of payment for the registered services. The letter of confirmation will include an invoice with our account specifics.
2. In the event of short term bookings payment can be effected in cash before the tour begins.
3. Should payment have not been effected until the start of the tour, we reserve the right to stand down from our contractual commitments.

### IV. Cancellation, re-booking, third parties

1. Should you revoke the contract, or should you or your children not participate in the tour, we are entitled to a compensation for tour preparations and our costs. Compensation will be lumped, taking saved expenditures into consideration. The amount of compensation will be no less than 30% of the agreed price.
2. A booked participant may be replaced by a third party any time up until the beginning of the tour.
3. There is no formal requirement for revocations or other change notices. However in your own interest for probative reasons written notice should be given.

### V. Liability

1. The materialization of the care agreement requires a written declaration by the legal guardian, that the child for whom the services are provided is included in a personal liability insurance and that the legal guardian is liable for compensation of any damage wilfully caused by his /her child.

We for our part have taken out a professional liability insurance, which takes the specific circumstances of our services into account. This insurance covers all participants. We have also taken out a group accident insurance which covers all participants under the age of 17.

2. For the duration of the tour we will take on the statutory responsibility for the children and youths with whom we have been entrusted. The responsibility begins with the arrival at the meeting place and ends with the official termination of the tour.

This responsibility includes the right to consent to curative treatment in case of injury or some other kind of peril. This replaces the consent of the legal guardian, in cases where the legal guardian cannot be informed.

With the conclusion of the contract and the cognisance of these General Terms and Conditions of Business you consent to our authorizing curative treatment in your name without prior consultation in the event of immediate danger to the life of your child.

**3.** Our liability for damages to the life, body and health of a participant, arising in spite of the presence of one of our authorized staff members, is limited to a wilful or grossly negligent infringement of statutory responsibility.

**4.** We are not liable for loss of or damage to objects like cameras, MP3-players, cell phones, jewellery etc. that the children bring along.

**5.** Your child must arrive at the meeting point in a timely manner. Otherwise participation in the tour can be denied. In case the participant is not be picked up at the agreed upon time and the guardian cannot be contacted, the child will be sent unaccompanied by taxi cab to the Berlin address. The costs incurred will be charged to the guardian.

Should unforeseeable reasons force a participant to end the tour prematurely, our claim to a full payment of the programme remains. This also applies if a participant, despite multiple admonitions by our staff, does not cease to behave in a way which endangers his/her and/or that of other participants' health and freedom from bodily harm. The cost of the return transportation in such cases will also be charged to the customer.

**6.** Should the tour on the agreed date be cancelled for reasons unforeseeable and beyond our control, and should we not be able to notify you in time, we are not liable for costs thus incurred. In such an event, we will make every effort to offer you an alternative date in the near future. However, there is no entitlement on your part.

#### **VI. Applicable law, place of performance**

**1.** The contractual relationship is based exclusively on German law.

**2.** Should you file an action to establish liability against us outside of Germany, and should the assessment of the liability be based on a law other than German law, the legal consequences, especially pertaining to the type, extent and amount of your claims, will be based exclusively on German law.

**3.** The place of performance is Berlin.

#### **VII. Final provisions**

Should parts of these General Terms and Conditions of Business be void or should parts become void due to changes in legislation, the remaining parts will stay in effect.

Effective 07. October 2007