

TOURS AND GUIDING IN BERLIN & OTHER PLACES

**General Conditions of Operating (AGB) - AGE International GmbH
for Tours/Sightseeing**

1. **Language:** The general conditions are edited and available in all languages our tours and sightseeing are operated. The versions are identical in their content.
2. **Participation:** Participation on our tours is possible only following payment in advance or basing on a payment commitment of an agent accepted by AGE International GmbH. With booking the participant agreed to these general conditions in their full content in all paragraphs, agents are committing themselves, to provide these general conditions to their clients/participants in their respective language.
3. **Proof of payment:** Participants have to provide at start of tour a relevant proof of payment either in form of a payment-receipt in case of advanced direct-payment or of a voucher in case of booking via an agent.
4. **Validity:** A booking is only valid if the participant received a concrete and clear reconfirmation of his booking by AGE International GmbH including a reservation-number of ours.
5. **Tour-code:** In order to avoid any misunderstanding, each tour has a unique tour-code. Only this tour-code is committing as reference to a tour booked and to be supplied.
6. **Operating:** For each of the tours, changes in hour of begin and the places of start and ending may be changed according to the needs in adaptation to the participants to be picked-up. AGE International tries to transmit an exact hour of tour-begin with reconfirmation of a booking to the participants. However, needed changes on short notice will lead to short notice respectively to booked clients in regard of changes in hours or places of start and ending.
7. **Changes:** Basing on traffic situations and other circumstances beyond possible influence of AGE International GmbH and/or its staff, as well due to holiday restrictions or public events with hindering influences, changes in our tour program are always possible.
8. **Minimum restriction:** If less then 15 participants are booked on a tour (exceptions see here following under „Maximum restriction“), AGE International GmbH has the right and possibility to cancel this tour on shortest notice. If prepayment is received for such tours, it will be reimbursed within 10 working days to 100%. Instead of reimbursement a booked participant has right of booking amendment to another one of the tours of AGE International GmbH. Differences in prices will be either reimbursed to the participants or have to be added by these in order to cover the respective more expensive tour-price.
9. **Maximums restriction:** For certain tours a restriction of maximum numbers of participants may exist. For closed groups possibility of excess is to be confirmed by AGE International GmbH.
10. **Disruptions by participants:** AGE International GmbH is not liable if the behaviour of a participant takes influence on the tour-program.
11. **Exclusion of participants:** AGE International GmbH has the right to show away and exclude participants if these are disturbing a tour and/or the tour-group in an excessive way. No reimbursement will be carried out in such a case and AGE International GmbH has right of cancellation of other tours may booked by same persons. AGE International GmbH has also right of claiming in such cases a fee for compensation on extensive costs and efforts causes by such persons to be paid by these directly to AGE International GmbH.
12. **Responsibility of participants:** participants not on place and/or hour at location of a tour-begin as reconfirmed and therefore miss the tour do not have right on reimbursement on payments done. This is also valid if during a tour a participant lost the group because of negligence in regard of a time-frame or meeting point given by the tour-guide. Also does AGE International GmbH bear no liability in case of participant not following or obeying to our staff/guides endures embarrassment or even damage.
13. **Cancellation fee:** Following a reconfirmation by AGE International GmbH on a booking received, cancellation by the participant or the agent without fee is not possible anymore. In any case a cancellation fee of Euro 10,- per person booked will be charged. If cancellation is received less then 48 hours ahead of tour-begin, a cancellation-fee of 60% of the tour-price per person will be charged. If cancellation is received less then 24 hours ahead of tour-begin, a cancellation-fee of 80% of the tour-price per person will be charged. If cancellation is received less then 12 hours ahead of tour-begin, a cancellation-fee of 100% of the tour-price per person will be charged.
14. **Exclusion of liability:** AGE International GmbH and our staff/guides are not reliable in case of a participants own carelessness and/or for personal belongings of the participants. The same there is not liability in case of limitations caused to a participant due to known or un-known personal obstacles of medical or health reason and limitations. Exclusion of liability is existing also about all circumstances and procedures not under direct influence of AGE International and its staff/guides , above all in regard of the communication and relation between the participants and their agent/mediator od services and/or other third parties.
15. **Extension of validity:** If not given by a special character and content of a tour, these general conditions are also valid for all other and/or new tours and/or meanwhile amended tours.
16. **Seat of jurisdiction:** Seat of jurisdiction is Berlin, capital of Germany.
17. **Amendments:** AGE International GmbH has the explicit right of amendment and/or adjustment and/or actualization of these „General conditions“.

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Berlin, 13. September 2006

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