

Düsseldorf Tourismus GmbH

Travel Terms & Conditions

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Dear Client,

Please carefully read the following Travel Terms & Conditions. In addition to the statutory regulations, insofar as they have been effectively agreed in accordance with statutory regulations, these Travel Terms & Conditions shall become an integral part of the contract concluded between you – hereinafter: “Customer” – and Düsseldorf Tourismus – hereinafter: “Organiser”

1. Scope of Application of these Travel Terms and Conditions

1.1. Insofar as these Travel Terms and Conditions are effectively included in the concluded travel contract, they shall apply to the Organiser's package deals in the sense of the statutory regulations of Sections 651 a–y of the German Civil Code (BGB) (travel contract).

1.2. These Travel Terms and Conditions shall also particularly apply to the following offers, where the Organiser is the Customer's responsible contracting partner:

- Boat trip to the Japan Day's firework display
- Boat trip to the firework display of the big funfair on the Rhine
- offers in whose advertisement an explicit reference is made to the regulation in this point.

In the following, contracts in the sense of point 1.1 and 1.2 are designated as “travel contract”.

1.3. These Travel Terms and Conditions shall also not apply to offers which the Organiser exclusively arranges and which are not an integral part of the Organiser's package deals. The regulation in Section 651 b, sub-section 1 of the German Civil Code (BGB) shall remain unaffected by this. Such offers which have only been arranged are, for instance:

1.3.1 Offers of local companies and service providers

- “HopOn HopOff City tour”
- “Düsseldorf-Safari”
- “Altbier-Safari”
- “Segway tours”
- “Rickshaw tours”
- “Urban Art Walk”
- “Urban Art Ride”
- “Urban design and hotel walk”
- “True crime citytour”
- “The sound of Düsseldorf”
- “iPad rally”
- “Quiz tour Düsseldorf”
- “Düsseldorf and Napoleon”
- “Nationalsozialismus/ Second World War”
- “Düsseldorf film tour – from Hollywood to Netflix”
- “Düsseldorf comedy tour – the quirky original”
- “Citytour in a London cab”
- “Boat tours”

1.3.2 Transport services with trains, buses and boats, particularly those offered by Köln-Düsseldorfer Schifffahrtsgesellschaft and other transport companies.

1.3.3 Arranging trade fair passes

1.3.4 Guest guided tours which are offered by the Organiser under its own responsibility and which are not part of a travel package deal of the Organiser.

2. Conclusion of Travel Contract / obligation for accompanying travellers

2.1. The following shall apply to all types of booking (for instance directly from the Organiser, by telephone, online, etc.):

a) Bookings shall be made on the basis of the travel description and the supplementary information provided by the Organiser for the respective journey, insofar as this is available to the Customer when booking.

b) The Customer shall be responsible for all contractual obligations of travellers for whom he makes a booking as well as his own bookings, insofar as he has assumed this obligation through an explicit and separate declaration.

c) If the content of the Organiser's declaration differs from the booking content, this shall constitute a new offer by the Organiser which shall remain binding for ten days. The contract shall be concluded on the basis of this new offer if the Organiser has drawn attention to the change regarding the new offer and has fulfilled its pre-contractual information obligations and the Customer has signalled his acceptance to the Organiser through an explicit declaration or payment within the commitment period.

d) The pre-contractual information provided by the Organiser regarding important characteristics of the travel services, the travel price and all additional costs, payment modalities, minimum number of participants and fixed cancellation fees (pursuant to Art. 250, Section 2, no. 1.3 to 5 and the introductory Act to the German Civil Code (EGBGB)) shall then not be part of the travel package contract insofar as this has been explicitly agreed between the parties.

2.2. The following shall apply to bookings made verbally, by telephone, in writing, by text message, email or fax:

a) By booking (travel registration) the Customer makes a binding offer to the Organiser for concluding the travel package contract.

b) The contract shall be concluded when the Organiser's travel confirmation is received. Upon conclusion of the contract or immediately after, the Organiser shall send a travel confirmation in accordance with statutory regulations on a permanent data carrier to the Customer (which enables the Customer to store or save the declaration in unaltered form so that this is available for an appropriate period of time, for instance on paper or by email), insofar as the Customer does not have the right to a travel confirmation pursuant to Art. 250, Section 6, sub-section 1, sentence 2 of the Introductory Act to the German Civil Code (EGBGB), because the contract is concluded during the simultaneous presence of both parties or outside the business premises.

2.3. For bookings made using electronic commerce (for instance Internet, app) the following shall apply to the contract conclusion:

a) The online booking procedure is explained to the Customer in the appropriate application.

b) An appropriate correction tool shall be available for the Customer to correct or delete entries or reset the entire booking form, and instructions shall be provided on how to use this.

c) The contract languages available for electronic booking are stipulated.

d) If the contract text is stored by the Organiser, the Customer is informed and instructed on the option of subsequently accessing the contract text.

e) By clicking the button “zahlungspflichtig buchen” (book with payment obligation) or with a similar formulation, the Customer bindingly offers the Organiser the conclusion of the travel package contract.

f) The Customer immediately receives an electronic confirmation that the travel booking has been received. (Confirmation of receipt).

g) By pressing the button for the travel registration, the Customer does not have any right to the conclusion of a contract.

h) The contract is concluded when the Customer receives the Organiser's travel booking confirmation on a permanent data carrier. If the travel booking confirmation is displayed on the screen immediately after the booking was confirmed by clicking the button “zahlungspflichtig buchen” (book with payment obligation), the travel package contract shall be concluded when this travel confirmation is displayed. In this case no preliminary notification regarding receipt of the booking in accordance with f) above shall be required if the Customer has the possibility of storing the travel booking confirmation on a permanent data carrier and printing it out. However, the travel package contract shall be binding regardless of whether the Customer uses this option of storing or printing the confirmation.

2.4. The Organiser hereby points out that according to statutory regulations, for travel package contracts pursuant to Section 651a and Section 651c of the German Civil Code (BGB) which were concluded through long-distance transactions, there is no right of rescission but merely the statutory cancellation and termination rights, particularly the termination right pursuant to Section 651 h of the German Civil Code (BGB). However, there shall be a right of rescission if the contract for travel services pursuant to Section 651 a of the German Civil Code (BGB) was concluded outside business premises, unless the verbal negotiations which the conclusion of the contract is based on were conducted with regard to the traveller's previous order; in the latter case there shall be no right of rescission.

3. Payment modalities and provision of travel documents

3.1. After the contract is concluded a payment of 20% of the travel price plus costs for travel insurance that has been taken out shall be immediately due. The remaining payment shall be due two weeks before commencing the journey.

3.2. Payments are only possible through bank transfer, PayPal or credit card payment. If the Organiser offers another free or standard type of payment as an alternative, DT may charge a processing fee equivalent to 1% of the invoice amount for credit card payments.

3.3. The Organiser may request payments or downpayments on the travel price - in particular in accordance with points 3.1. and 3.2. – only if an effective insolvency protection is available and the secured payment certificate with the name and contact data of the insurer of the Customer's money has been presented to the Customer in a clear, comprehensible and emphasised way. To secure the Customer's money the Organiser has taken out an insolvency insurance with R+V Allgemeine Versicherung AG to cover the travel guarantor.

3.4. After complete receipt of payment the travel documents shall be sent by post to the address stipulated in the booking or by email. If delivery by post or email is not possible, the travel documents shall be deposited at a place that must be individually agreed.

3.6. As a matter of principle documents shall only be sent abroad if this was explicitly agreed between the Customer and the Organiser. Otherwise the travel documents shall be deposited for the Customer at a place that must be individually agreed.

4. Changes in services

4.1. Deviations of important characteristics of the travel services from the agreed content of the travel package contract, which became necessary after conclusion of the contract and were not implemented in bad faith by the Organiser, shall be allowed before commencement of the journey, insofar as these deviations are insignificant and do not affect the overall character of the journey.

4.2. The Organiser is obligated to notify the Customer regarding the changes in services immediately after becoming aware of the reason for change: this notification must be made in a clear, comprehensible and emphasised way on a permanent data carrier (for instance also email, text message or voice message).

4.3. In the case of a fundamental change of an important characteristic of a travel service or deviation from specific requirements of the Customer which became an integral part of the travel package contract - within an appropriate deadline which the Organiser must set at the same time as making the notification - the Customer shall be entitled to either accept the change or withdraw from the contract or request participation in an alternative trip if the Organiser has offered such a trip. The Customer may choose whether or not to respond to the Organiser's notification. If the Customer responds to the Organiser, he may either agree to the contract change, request participation in an alternative trip offered to him or withdraw from the contract without any costs. If the Customer does not respond to the Organiser or does not do so within the stipulated deadline,

the notified change shall be deemed as accepted. The Customer must be notified of this in the declaration in accordance with point 5.2. in a clear, comprehensive and emphasised way.

4.4. If the changes or the alternative trip involves a reduction of quality in comparison to the originally booked trip or reduced costs for the Organiser, the Customer shall have the right to an appropriate price reduction.

5. Customer cancellation / travel cancellation costs

5.1. The Customer may cancel the travel contract at any time before the travel date. The Customer is recommended to make his cancellation on a permanent data carrier. The decisive criterion for the Customer's cancellation, shall be that it is received by the Organiser or its travel agency.

5.2. If the Customer cancels the travel contract or does not go on the trip, the Organiser shall lose its right to the travel price. However, the Organiser may request appropriate compensation if it is not responsible for the cancellation or if unusual circumstances occur at the place of destination or in its immediate vicinity which severely affect the implementation of the package trip or the transportation of persons at the place of destination. Circumstances shall be deemed unavoidable and unusual if they are not within the control of the Organiser and their consequences could also not have been avoided if all reasonable measures had been taken.

5.3. The Organiser shall enforce fixed cost compensation for travel cancellation in accordance with point 5.4. Here the period between receipt of the cancellation and the agreed beginning of the trip, the type of trip, the respective place of destination and the expected savings on expenses and the expected earnings through using the travel services elsewhere.

5.4. The compensation in accordance with point 5.3. shall be calculated at the time of receiving the cancellation as follows:

5.4.1. Up to the 31th day before the travel date 10% of the travel price.

5.4.2. From the 30th to the 21th day before the travel date 20% of the travel price.

5.4.3. From the 20th to the 12th day before the travel date 30% of the travel price.

5.4.4. From the 11th to the 3rd day before the travel date 70% of the travel price.

5.4.5. From the 3rd day before the travel date or if no use is made of the travel package 90% of the travel price.

5.5. If the Organiser asserts a flat rate compensation in accordance with point 5.3. and 5.4., the Customer shall nevertheless be entitled to prove to the Organiser that less or even no damage has been incurred.

5.6. The Organiser reserves the right, instead of the flat rates stipulated in 6.3., to request higher, individually calculated compensation insofar as it proves that it has incurred considerably higher expenses than the respective applicable flat rates. In this case the Organiser shall be obligated to specifically quantify and prove the requested compensation, taking into account the saved expenses and any possible other use of the travel services.

5.7. The Customer is recommended to take out a travel cancellation insurance and insurance covering the return costs in case of accident or illness.

6. Booking change / replacement authorisation

6.1. If the Customer requests a booking change after conclusion of the travel contract, which can include changes to the travel date, accommodation, type of board or any other services, as a matter of principle the Customer shall have no legal right to such a booking change being implemented.

6.2. If a booking change is possible, the Organiser shall be entitled to charge a booking change fee of EUR 30.00 up to the 44th day before the travel date. Later booking changes shall only be possible through cancellation of the existing travel contract and a new booking. Here the provisions of point 5 shall apply. The above-mentioned cost regulations shall not apply if a request for a booking change only causes limited costs in relation to the agreed travel price or the booking change is caused by missing, insufficient or incorrect pre-contractual information vis-à-vis the Customer, pursuant to Art. 250, Section 3 of the Introductory Act to the German Civil Code (EGBGB).

6.3. Pursuant to Section 651 e of the German Civil Code (BGB), through notification in good time on a permanent data carrier the Customer may request that the Organiser allows a third party to assume the rights and obligations based on the travel package contract instead of the Customer. Such a notification shall in any case be deemed in good time if the Organiser receives it 7 days before the travel date. Pursuant to Section 651 e of the German Civil Code (BGB), the original and new traveller shall be liable as joint and several debtors for the travel price and the additional costs incurred through the change of person using the travel service.

7. Unused services

If the Customer fails to use individual services which the Organiser was willing and able to provide in accordance with the contract, due to reasons which the traveller is responsible for, the Customer shall not have any right to partial reimbursement of the travel price, insofar as such reasons would not have entitled the Customer to cancellation without charges or to terminate the travel package contract in accordance with statutory regulations. Upon request by the Customer, the Organiser shall try to reimburse the expenses saved by the service providers, unless these expenses are completely insignificant.

8. Termination and cancellation by the Organiser

8.1. The Organiser shall also be entitled to terminate the travel contract without notice after the travel date for an important reason. An important reason shall particularly be if the Customer, despite warning, continually disturbs or violates the contract to such an extent that further participation for the Organiser or traveller is no longer reasonable. This shall also apply if the Customer does not follow objectively justified instructions. A warning in the sense of clause 2 shall be unnecessary for the Organiser if the Customer seriously disturbs the trip. This shall particularly apply in the case of crimes against the Organiser's employees, against service providers or their employees as well as against other travel guests. In the case of termination, the Organiser shall still be entitled to the travel price unless there are saved expenses and benefits from other use of the travel service(s). Otherwise claims for compensation for damage shall be unaffected.

8.2. If the Customer fails to pay the whole travel price or part of it despite an appropriate new deadline being set, the Organiser shall be entitled to cancel the travel package contract and also request compensation through appropriate application of point 5.3 to 5.4. of these conditions.

9. Traveller's cooperation obligations

9.1. Travel documents

The Customer must notify the Organiser or its travel agent where he booked the package tour if he does not receive the necessary travel documents (for instance hotel voucher, if applicable trade fair pass, etc.) within the deadline notified by the Organiser. If the Customer fails to do so, this may be treated as contributory negligence on his part if the Organiser consequently assumes that since the travel documents were sent in good time, the Customer has received them.

9.2. Complaints /request for remedial action

If the trip is not spent without travel defects, the traveller may request remedial action. If the Organiser was unable to provide remedial action because of negligent failure to lodge a complaint, although he would have otherwise been willing and able to do so, the traveller shall neither be able to assert claims for price reduction pursuant to Section 651m of the German Civil Code (BGB) nor claims for compensation for damage pursuant to Section 651n of the German Civil Code (BGB) for the consequent continuation of defects.

The traveller must immediately lodge his complaint to the Organiser via the contact point of the Organiser or its local representative indicated to him in the travel documents. However, the traveller may also lodge his complaint with the travel agent where he booked the trip. A complaint lodged with the service provider, in particular the accommodation company or the transport company shall not be sufficient.

9.3. Setting a deadline before termination

If a Customer / traveller wants to terminate the travel package contract pursuant to Section 651l of the German Civil Code (BGB) because of a travel defect of the type stipulated in Section 651i, sub-section 2 of the German Civil Code (BGB), insofar as this defect is considerable, prior to this he must set the Organiser an appropriate deadline for taking remedial action. This shall not apply if the Organiser refuses to take remedial action or if immediate remedial action is necessary.

10. Limitation of liability

10.1. The Organiser's contractual liability for damage, which does not involve damage to life and limb or health and has not been caused culpably, shall be limited to three times the travel price. Claims which possibly exceed this in accordance with international agreements or those based on statutory regulations shall remain unaffected by this limitation.

10.2. The Organiser shall not be liable for impaired performance, personal or material damage in connection with services which are only mediated as third-party services if these services were so clearly designated as third-party services in the travel offer and travel confirmation and with the identity and address of the mediating contractual partner as third-party services that the traveller can recognise that they are not an integral part of the Organiser's package tour and that they were separately chosen. Section 651 b, 651 c, 651 w and 651 y of the German Civil Code (BGB) shall remain unaffected by this. However, the Organiser shall be liable if and insofar the violation of the Organiser's notification, explanation or organisational obligations caused damage to the Customer.

11. Assertion of claims: Addressee; information on consumer dispute resolution/choice of law/court of jurisdiction

11.1. The Customer shall assert any claims, based on failure to render travel services as contractually agreed, vis-à-vis the Organiser Düsseldorf Tourismus GmbH, Benrather Straße 9, 40213 Düsseldorf Out-of-court assertion of claims may also be made via the travel agent if the package tour was booked via this travel agent. Assertion on a permanent data carrier is recommended.

11.2. The service providers' employees shall not be authorised to accept notifications of claims. They shall also not be authorised to recognise claims on behalf of the Organiser.

11.3. With regard to the law on consumer dispute resolution, the Organiser points out that it shall not participate in a voluntary consumer dispute resolution. Insofar as dispute resolution became an obligation for the Organiser after these travel conditions were printed, the Organiser shall notify the Customer about this in a suitable way. For all travel contracts which were concluded through electronic legal transactions the Organiser points out the European online dispute resolution platform (<http://ec.europa.eu/consumers/odr>).

11.4. For Customers who are not a citizen of a Member State of the European Union or a Swiss citizen, German law shall be agreed for the entire legal and contractual relationship between the Customer and the Organiser. These Customers may exclusively take legal action against the Organiser at the place of its registered office.

11.5. In the case of lawsuits of the Organiser against Customers, respectively contracting partners of the travel package contract, who are businesspeople, legal persons under public or private law, or persons whose domicile or main residence is abroad or whose domicile or main residence is unknown at the time of the lawsuit, the place of the registered office of the Organiser - Düsseldorf - shall be the court of jurisdiction.

Travel organiser:

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40213 Düsseldorf

Düsseldorf District Court, Commercial Register B 40263
Managing Directors: Jens Ihnen, Hans-Jürgen Rang

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Düsseldorf Tourismus GmbH

Terms and Conditions for the Sourcing of Tourism Services and for Guided Tours

:DÜSSELDORF
Tourismus

Dear Client,

Please read the following Terms and Conditions carefully. Complementing the statutory requirements, these Terms and Conditions, insofar as they have been agreed with binding legal effect, form an integral part of the contract concluded between you (hereinafter "the Client") and Düsseldorf Marketing & Tourism (hereinafter "DT"). Section A sets out the terms for the sourcing of third-party services by DT, Section B the terms for guided tours offered by DT itself. Section C sets out general terms relating to choice of law and the applicable place of jurisdiction.

Section A Sourcing of tourism services

1. Scope of application of the terms set out in Sections A and C

- 1.1** Insofar as DT acts in compliance with statutory requirements as an agent for tourism services from third parties (hereinafter "Partners"), these agency terms shall apply where they have been agreed with the Client with binding legal effect.
- 1.2** These agency terms therefore apply to services that are solely sourced by DT.
Such solely sourced services include:
- 1.2.1** Services from local entrepreneurs and service providers
- "HopOn HopOff City Tour"
 - "Düsseldorf Safari"
 - "Altbiert Safari"
 - "The Sound of Düsseldorf"
 - "True Crime Tour"
 - "Urban Art Walk"
 - "Coffee and Cake, 172 metres up"
- 1.2.2** Transport services by rail, bus and ship and, in particular, Köln-Düsseldorfer Schifffahrtsgesellschaft and other transport companies.
- 1.3** DT's services shall be limited to the sourcing of tourism products or services selected by the Client and shall end with transmission of the travel confirmation and any other confirmation documentation necessary for the successful conclusion of the contract with the Partner.
- 1.4** The contract for the tourism products and services selected by the Client shall be concluded between the corresponding provider (such as a hotelier, car hire business or travel agency) and the Client. DT is not a contracting party in this contractual relationship. The contractual relationship between the Client and the Partner shall be subject to the given statutory requirements and, where agreed with binding legal effect and if so foreseen on the basis of statutory requirement, by the Partner's Terms and Conditions of Business and Terms and Conditions of Transport.
- 1.5** These agency terms shall not apply:
- 1.5.1** if the tourism services specified at Nos. 1.1 and 1.2, provided by DT are integrated with other tourism services into a package. In such cases, packages will be subject to Düsseldorf Tourismus GmbH's Terms and Conditions for Travel Services;
- 1.5.2** if and insofar as mandatory provisions of EU law or international treaties shall contain more favourable terms for the Client;
- 1.5.3** if DT sources accommodation;
- 1.5.4** if DT sources admission tickets.
- With regard to No. 1.5.3, where this has been agreed with binding legal effect, the DT's Terms and Conditions for Guest Lodging and Sourcing for Accommodation Services shall apply; in the case of No. 1.5.4, where this has been agreed with binding legal effect, DT's General Terms and Conditions for the Sourcing of Admission Tickets shall apply.
- 2. Booking, conclusion of contract, contract wording**
- 2.1** In making a booking enquiry, the Client invites the Partner to enter into a binding contract for tourism services. The basis of such a contract shall be the service descriptions issued by the Partner.
- 2.2** The contract between DT and the Client shall be effected as an agency agreement when the Client issues an agency instruction to DT. No special form is required.
- 2.3** Where the Client issues the instruction by electronic means (e.g. by telefax, e-mail or Internet) DT will immediately send electronic confirmation of its receipt of that instruction. This confirmation complies with a statutory obligation and does not represent DT's acceptance of the agency instruction.
- 2.4** The wording and scope of the agency instruction setting out mutual rights and obligations for the Client and DT shall be based on the given agreements reached between the two parties save where other compelling statutory requirements do not apply. These agency provisions and the statutory provisions of Sections 675 and 631 ff. of the German Federal Civil Code (BGB) shall be complementary. The contract shall be effected with the Client's receipt of the booking confirmation. This does not require any special form so that oral and telephone confirmations shall also be legally binding on the Client. Once a travel contract has been concluded, on conclusion of the contract or immediately thereafter the Client will receive a separate booking confirmation from the tour operator. Where the booking enquiry is made by electronic means, the Client will immediately receive electronic confirmation that this enquiry has been received.

3. Remuneration, debt collection, reimbursement of expenses

- 3.1** DT's agency activities are free of charge for the Client save where something else has been expressly agreed. However, DT may demand reimbursement for expenses incurred as a result of its agency activity, provided that this has been agreed or where DT deems that the circumstances warrant such reimbursement.
- 3.2** DT is the Partner's authorised debt collector. The total cost of the sourced services is to be paid to DT once the booking confirmation has been issued. Where the sourced service is a package tour, payment shall fall due with the handover of a tour operator bond (Sicherungsschein) by the sourced Partner in compliance with Section 651k of the German Federal Civil Code (BGB).
- 3.3** The right to full advance payment is based on DT's independent right to the reimbursement of expenses in accordance with Section 670 of the German Federal Civil Code (BGB) in relation to payments made or to be made to the service provider. Cancellation cost payments made or to be made to the service provider shall also be covered by DT's right to the reimbursement of expenses.

4. Liability of DT with regard to sourcing tourism services and providing information

- 4.1** On the basis of the agency agreement, DT shall be responsible for the careful processing and transmission of the Partner's offers and for the transmission of bookings to the Partner.
- 4.2** DT shall not be liable for the conclusion of a contract with the Partner, for the details provided by the Partner with regard to the scope and content of the sourced services, for the Partner's price information, for defects in the services provided, or for any personal or material damage resulting from such defects save where DT has expressly agreed with the Client to assume liability for the sourced service. DT's own liability arising out of culpable violation of its agency obligations shall remain unaffected.
- 4.3** With regard to the mere provision of advice and information, DT shall be liable within the scope of the law and the contractual provisions for the correct choice of its source of information, and correct transmission to the Client. In accordance with Section 675, paragraph 2 of the German Federal Civil Code (BGB) DT shall not be liable for the correctness of information it provides save where a specific information agreement has been concluded.
- 4.4** DT's liability shall be limited to intent and gross negligence save where injury is caused to the life, limb, freedom or health of the Client, or where damage is caused by DT's violation of major contractual obligations.

Section B Guided Tours

5. Scope of application of the terms set out in Sections B and C

- 5.1** Where DT offers guided tours itself in accordance with statutory requirements, the terms set out in this and the following section shall apply where they have been agreed with the Client with binding legal effect.
- 5.2** With regard to guided tours, DT is the Client's direct contractual partner on the basis of individual agreements relating to guided tours, these Terms and Conditions and, in an ancillary capacity, the statutory provisions of Section 611 ff. of the German Federal Civil Code (BGB) in relation to service agreements save where some other arrangement has been expressly agreed individually.
- 5.3** Where the guided tours offered by DT are integrated into a package with other tourism services, these terms shall not apply but rather the "Düsseldorf Tourismus GmbH Terms and Conditions for Travel Services".

6. Prices/payment terms/refunds

- 6.1** The prices advertised by DT for the respective guided tour shall apply save where the parties have agreed some other arrangement. Admission fees, catering costs, spa taxes, tourist taxes and transport costs for public and private means of transport, city maps, brochures and museum guidebooks are only included in the agreed price where they are expressly stipulated as forming part of the guided tour services or have been additionally agreed. The same shall apply to costs for guided tours within such places of interest as are visited within the scope of guided tours.
- 6.2** The costs of the guided tour inclusive of all additional services shall be payable in advance on receipt of the booking confirmation, by bank transfer to the bank account specified by DT in the booking confirmation save where some other individual arrangement has been expressly agreed.
- Payment with vouchers shall only be possible where such vouchers are issued by DT or their issue by some third party has been expressly agreed with DT and the vouchers are valid for the respective guided tour.

- 6.3** The Client shall only be entitled to receive the services from DT in accordance with No. 5 of these Terms and Conditions where it has made the advance payment in full or some later payment has been expressly agreed or where it has some statutory or contractual right to retention.
- 6.4** The Client shall have no right to any refund of payments already made if, for reasons for which the tour guide or DT are not responsible, it fails to avail or only partially avails of the agreed services although the tour guide is willing and able to provide the service.
- 6.5** In the case where the Client delays availing of the service, DT's right to the agreed remuneration shall remain unaffected and the Client shall have no right to take the guided tour at some later date. DT must however allow saved expenses to be offset against the remuneration as well as any remuneration that it has obtained through the alternative use of the agreed services or has maliciously failed to obtain.

7. Services/tour guides/liability of DT

- 7.1** The Client is obliged to punctually honour the agreed guided tour times. Should it be delayed, it is obliged to notify DT or the tour guide at latest by the time of the agreed start of the guided tour, and it shall specify its expected time of delayed arrival. The tour guide may, in the name of DT, refuse to start the guided tour at a later time where such postponement is objectively impossible or unreasonable, particularly where subsequent guided tours cannot be conducted on time or the tour guide cannot honour other compelling business or private appointments. Delays of over 30 minutes shall in general give DT – or the tour guide, in the name of DT – the right to cancel the guided tour.
- 7.2** Details about the duration of guided tours are approximate.
- 7.3** There is no obligation for a specific tour guide to conduct the guided tour save where something else has been expressly agreed. Where it has been agreed that the guided tour will be conducted by a designated individual, in the event that this individual is prevented on compelling grounds from doing so (in particular owing to illness), DT shall have the right to replace that individual with another suitable and qualified tour guide.
- 7.4** DT's liability shall be limited to intent and gross negligence save where damage is caused to the life, limb, freedom or health of the Client, or where the damage is caused by DT's violation of major contractual obligations.

Section C General

8. Choice of law and agreement on place of jurisdiction

- 8.1** Insofar as the Client has its residence or registered office outside the European Union and/or Switzerland, the entire legal and contractual relationship between the Client and DT shall be solely governed by German law.
- 8.2** Where the Client is a merchant, legal person under civil or public law, or has its main residence or usual place of residence abroad, or where its main residence or its usual place of residence are not known at the time an action is brought, it is agreed that the place of jurisdiction for legal proceedings by DT against the Client shall be the place in which DT has its registered office.

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Terms and conditions DüsseldorfCard/DüsseldorfCard Plus/ DüsseldorfCard Bike/DüsseldorfCard E-Moped

Dear visitors,

The specific offers of the DüsseldorfCard/DüsseldorfCard Bike, hereafter called "DC/DBC", provide you with special services and advantages to make your stay in Düsseldorf an outstanding experience. To achieve this aim, clearly defined agreements on mutual rights and duties have been stipulated and are contained in the following terms of use. Please read these terms of use carefully before claiming the services.

1. Basic principle, object of these terms of use and parties to them

1.1. Düsseldorf Tourismus GmbH, hereafter shortened to "DT", is holder of all industrial property rights to the DC/DCB. The company is the issuer of the card and partner in the card use contract with the holder of the card.
1.2. Service providers for the purpose of this contract are those institutions, companies, self-employed persons, businesses and facilities listed in the then applicable directory of services and service providers, pertaining to the DC/DCB, as providers of the respective services.

2. Legal bases, information and warranties by third parties

2.1. The whole legal and contractual relationship between DT as issuer of the card and the cardholder within the card use contract, and between the cardholder and the service provider within the contractual relationship governing the use of the card and its respective services, is subject to German law exclusively, in as far as contracts with cardholders from EU states are not subject to other mandatory EU regulations in favour of the cardholder.
2.2. Sales and issuing points of the card are neither authorised by DT as issuer of the card to make other arrangements diverging from these terms of use, nor can they provide information or warranties diverging from, conflicting with or exceeding the then applicable directory of services pertaining to the card. The same applies to the service providers, except when the information, the diverging agreement or warranties refer to their own services.
2.3. Issuance and use of the card do not give rise to a contractual obligation, with reference to the services, between the cardholder and the issuer, or the sales and issuing points. The provision of a particular service to the cardholder is solely the obligation of the respective service provider, not the issuer or the sales or issuing point, unless they are services provided by the issuer or the sales or issuing point themselves.
2.4. The issuer or the sales or issuing point has neither a contractual primary obligation nor a secondary obligation towards the cardholder with regard to the services.

3. Conclusion of card use contract and issuance of card

3.1. With the offer of actually delivering the card, DT as issuer, represented by the respective sales and issuing points, makes the beneficial owner (see item 5 of these terms) a binding offer for the conclusion of the card use contract on the basis of these terms of use and the directory of services then applicable.
3.2. The card use contract is concluded with the acceptance of the card by the customer, respectively with the actual use of the card.

4. Type and extent of services offered with the card, restrictions of services and exclusion of cardholder from use

4.1. The service providers are obliged to provide services only in compliance with the general conditions of their business activities, in particular in consideration of service periods advertised, opening times and general prerequisites for services (e.g. depending on weather conditions).
4.2. In as far as the services provided with the card are also described in advertising documents (hotel lists, leaflets, catalogues, Internet pages) other than the then applicable directory of services, only the description of services in the then applicable directory of services is valid for the cardholder's claim to these services. This applies in particular if the description in the directory of services pertaining to the DC/DCB diverges from such other descriptions of the services.
4.3. The service providers may fully or partly restrict the services offered, in particular with regard to time/duration, if this is factually justified. Reasons can be, in particular, weather conditions, official restrictions or regulations, maintenance work and repairs, measures in favour of traffic safety, excessive crowds or congestion of facilities and other similar factual reasons.
4.4. There is no entitlement to transfer of the card and/or its services to future stays or other persons.

5. Utilisation of card, obligations and liability of cardholder

5.1. To make use of the services the cardholder is obliged to present the original card and to submit it to the service provider for electronic or visual examination before making use of the service.
5.2. The cardholder is obliged to present valid photo identification on request. If he/she is not able to do so, the service provider may refuse to provide the service. For age-based services and advantages to the cardholder or his/her entitled family members, the service provider may request an appropriate proof of age.
5.3. If the card is stolen, lost or damaged, the cardholder is obliged to notify the issuing point immediately. This does not entail a claim to free-of-charge issuance of a new card.
5.4. In the case of misuse or suspected misuse, the service providers are entitled to retain the card without replacement.

6. Liability and limitation of liability of the issuer and the issuing points

6.1. The liability of the issuer under the card use contract and of the sales/issuing points with regard to issuance is limited to malicious intent and gross negligence, except for claims for damages to body and life of the cardholder.
6.2. The liability of the service providers is limited in compliance with their terms of business which may have been agreed on and are then applicable, and with applicable legal regulations.

Intermediary:

Düsseldorf Tourismus GmbH
Benrather Straße 9, 40213 Düsseldorf, Germany;
Düsseldorf District Court, HRB 40263;
Managing Directors: Jens Ihnen, Hans-Jürgen Rang
T +49 211 17 202-0, F +49 211 17 202-32 30
info@visitduesseldorf.de

General terms and conditions for the renting of rental vehicles within the framework of the DüsseldorfCard Bike

Dear customer,

please pay attention to the following General terms and conditions. In addition to the statutory regulations, these terms and conditions, insofar as validly agreed in accordance with the statutory provisions, shall become an integral part of the contract concluded between you – hereinafter referred to as: “Lessee” – and Düsseldorf Tourismus – hereinafter referred to as: “Lessor”.

1. General contractual obligations

1.1 The lessor undertakes to hand over and make available to the lessee the rental vehicle together with the agreed accessories in a roadworthy, drivable and defect-free condition for the duration of the agreed rental period. The lessee is aware that the rental period can only be extended with the prior written consent of the lessor and that he or she is not entitled to an extension.

1.2 By accepting the rental vehicle, the lessee acknowledges that he or she has received the rental vehicle and the agreed accessories in a roadworthy, drivable and defect-free condition.

2. Terms of use

2.1 The lessee is obliged to use the rental vehicle only in a traffic-safe manner and in compliance with the statutory provisions, in particular in compliance with the provisions of the Road Traffic Act (StVO and StVG). The rental vehicle may only be used for the intended purpose. The use on unpaved roads and paths represents improper use of the rental vehicle.

2.2 The lessee undertakes to handle the rental vehicle with care in compliance with the technical rules within the framework of the agreed use under Section 2.1.

2.3 The lessee is obliged to secure the rental vehicle properly against damage or theft. If he or she parks the rental vehicle, the lessee must take all required and necessary precautions to protect the rental vehicle from damage and theft. The lessee may only park the vehicle locked. In the case of pedelecs/e-bikes, i.e. electric bicycles or bicycles with electric assistance, the accessories, such as the battery and, if applicable, the display, must also be removed when the journey is interrupted.

3. Warranty rights and defects in the rental vehicle

3.1 For the duration of the rental period, the lessor undertakes to maintain the rental vehicle in the condition specified in Section 1.1 of these General terms and conditions, unless any defects are attributable to behaviour of the lessee that is in breach of the contract.

3.2 The lessee must notify the lessor immediately of any defects in the rental vehicle that occur during the rental period at one of the following locations.

Locations to be informed:

Bike station at the train station + 49 (0) 211 5144711

Bike rental on the banks of the Rhine + 49 (0) 160 98150912

If the notification of defects is not performed, the lessor is entitled to assert claims against the lessee for the damage caused by the failure to notify the defect.

3.3 The lessor shall bear the costs incurred for necessary repairs to the rental vehicle during the rental period. This does not apply if such repairs are the result of culpable behaviour on the part of the lessee and/or his or her vicarious agents. If repairs are only due to culpable behaviour or behaviour contrary to the contract on the part of the lessee and/or his or her vicarious agents, the lessee must reimburse the lessor for these costs. This also applies to improper handling of the rental vehicle or improper use by the lessee.

4. Use by third parties

The lessee is not entitled to allow a third party to use the rental vehicle he or she has rented without the consent of the lessor.

5. Behaviour in the event of an accident and/or theft

5.1 In the event of theft/loss of the rental vehicle as well as in the event of damage caused by an accident, the lessee must inform the lessor immediately by submitting a detailed written report. In the event of theft, the lessee is obliged to report this to the police immediately and to provide the lessor with proof of this.

5.2 If, in addition to the lessee, other people or third-party property are involved in an accident, the lessee is also obliged to notify the police and report the incident. If the lessee culpably fails to comply with this obligation to notify, he or she is liable to the lessor for any damage arising from the breach of this obligation.

6. Liability

6.1 The liability of the lessor for claims for damages by the lessee under this contract shall be limited to intent and gross negligence. This does not apply to injuries to life, body and health.

6.2 The lessee is liable to the lessor for damage to the rental vehicle that occurred during the rental period and which is attributable to culpable behaviour on the part of the lessee and/or his or her vicarious agents or persons helping in the performance of his or her obligations. This also applies if the lessor suffers further damage as a result of the culpable violation of the contractual obligations of the lessee under this contract.

6.3 The lessor shall not be liable for damage incurred by the lessee and/or third parties as a result of the lessee using the rental vehicle in breach of contract or illegally. The lessor is also not liable for damage incurred by the lessee when using the rental vehicle as a result of illegal behaviour by third parties. The lessor is also not liable for damage to the objects transported with the rental bicycle.

6.4 The lessor is also not liable in the event of unauthorised and/or non-permitted use of the rental vehicle in the cases specified in Section 2.1 of these General terms and conditions.

6.5 In the event of the rental vehicle being stolen during the rental period, the lessee is liable to the lessor for the loss of the rental bicycle in the amount of the replacement value, insofar as he or she is responsible for the loss of the bicycle. The lessee is permitted to prove that the lessor has not suffered any damage or that the damage is significantly less than the replacement value.

7. Return policy

7.1 The lessee must return the rental vehicle at the end of the contractual rental period (Section 2 of the rental contract) within the business hours of the lessor in the condition described in Section 1.1, at the bike station at Düsseldorf main station.

7.2 In the event of an extension of the contractually agreed rental period, which requires the consent of the lessor, the lessee is obliged to return the rental vehicle to the rental location after the end of the extended rental period.

7.3 In the event that the rental vehicle is not handed over in good time within the agreed rental period, the lessee must pay the lessor at least the contractually agreed daily rent for each day or part thereof. In addition, the lessor reserves the right to assert further claims for damages, in particular due to the breach of contractual obligations.

7.4 If the rental vehicle is in a very dirty condition when it is returned, the lessor is also entitled to charge the lessee a reasonable amount for cleaning, up to a maximum of €10.00. The lessee is permitted to prove that the lessor did not incur any cleaning costs or that they were significantly less than €100.00.

8. Final provisions

8.1 For the rest, the general legal provisions apply, unless otherwise regulated by the contract or the General terms and conditions.

8.2 No other ancillary agreements have been made outside of this contract; changes or additions to the contract or the General terms and conditions for the rental must be in writing. A change to the written form clause must also be in writing.

8.3 The statutory provisions apply.