

TERMS AND CONDITIONS OF STADTMARKETINGGESELLSCHAFT DESSAU-ROSSLAU MBH FOR PUBLIC GUIDED TOURS

Stadtmarketinggesellschaft Dessau-Roßlau mbH, having its place of business at Kavaliertstraße 37-39 06844 Dessau- Roßlau, (hereinafter referred to as "SMG") arranges public guided tours (sightseeing tours and city walks) for individual tourists and tourist groups (hereinafter referred to as "customers") organised as regular thematic events with a fixed programme. The following terms and conditions shall apply to the organisation and implementation of the public guided tours if and to the extent these terms and conditions have been effectively included in the respective contract. If a public guided tour is a contractually agreed part of a travel package, SMG's general travel terms and conditions (available at <https://www.visitdessau.com/agb/>) shall apply accordingly.

Please read these terms and conditions carefully before booking because booking a contracted guided tour shall be deemed an acknowledgement of these terms and conditions. SMG shall only recognise conflicting, deviating or supplementary terms and conditions of the customer if SMG has expressly agreed to their validity in writing in advance.

For guided tours (sightseeing tours and city walks) merely arranged by SMG for individual guests and groups ("contracted guided tours"), SMG's contract and agency terms and conditions for contracted guided tours (available at <https://www.visitdessau.com/agb/>) and SMG's terms and conditions for arranging travel services (available at <https://www.visitdessau.com/agb/>) shall apply.

1. Conclusion of contract; purchase of tickets for public guided tours

1.1 Bookings for public guided tours can be made in writing, by e-mail, and/or at SMG's tourist information office. Booking a tour is a binding declaration of intent made by the customer.

1.2 The service contract for the booked public guided tour is concluded through the ticket purchase or the order confirmation of SMG, which does not require any specific form.

1.3 According to the statutory provisions (section 312 lit. g para. 2 sentence 1 no. 9 of the German Commercial Code [BGB]), there is no right of withdrawal (*Widerrufsrecht*) for any contracts for guided tours concluded at a distance in connection with leisure activities (e.g., by letter, catalogue, telephone call, telecopy, e-mail, mobile phone message [SMS] as well as broadcasting and teledmedia) if these contracts provide for a specific date or period for the provision of the contractual services; however, the statutory provisions on the non-utilisation of services under section 611 et seq, and section 615 of the German Commercial Code (BGB) shall apply. However, there is a right of withdrawal if the contract was not concluded at a distance but outside business premises.

1.4 Tickets for SMG public guided tours can be purchased - depending on the type of public tour - at SMG's tourist information office at Ratsgasse 11, 06844 Dessau-Roßlau.

1.5 In addition, tickets for public guided tours of SMG can be bought on the Internet via the service provider "Reservix". In this case, the general terms and conditions of Reservix (available at: https://cdn.reservix.com/AGB/AGB_Ticketkunde_RX_DE.pdf) shall apply.

1.6 If SMG is not expressly stated as the organiser of the tourist service on the ticket or in the order confirmation, SMG only sells the ticket as an agent on behalf of the respective organiser/tourist guide. In this respect, SMG's contract and agency terms and conditions for contracted guided tours (available at <https://www.visitdessau.com/agb/>) shall apply accordingly.

2. Services; changes in services; third-party services

2.1 All information and representations given or made by SMG in catalogues, brochures, on the Internet, etc., regarding public guided tours have been carefully prepared by SMG. The descriptions provided by SMG are not a guarantee of any particular content of the city tours. SMG shall owe only the scope of services expressly reflected in the order confirmation.

2.2 Any information given on the duration of guided tours should be understood as approximate indication.

2.3 The content of the public guided tours is the responsibility of the respective tour guide. Therefore, there can be minor deviations between the information provided by SMG and the actual content of the tour.

2.4 The following shall apply to city tours: SMG will co-operate with independent bus companies to provide buses for sightseeing tours. The means of transport for city tours are not provided by SMG, but by the bus company retained to this end. All entrepreneurial obligations pursuant to the German Passenger Transportation Law (PBefG) shall apply only to the bus company.

3. Selection of tour guides; right to replace the tour guide; conducting guided tours; number of participants; timing of the tours

3.1 The selection of the tour guide is at the discretion of SMG according to the qualifications required for the city tour. The customer is not entitled to request the selection of a specific tour guide.

3.2 Even if a specific tour guide is named, SMG reserves the right to replace him or her with another suitable and qualified tour guide if the initially selected tour guide cannot provide his or her services for a compelling reason (including illness).

3.3 The customers will meet the tour guide at the point of departure of the tour. The private data of the selected tour guide will not be disclosed to third parties by SMG to comply with data protection rules.

3.4 The number of participants for public guided tours is limited. SMG makes every effort not to sell more tickets for a public guided tour than seats available for that tour. If, however, the tour is overbooked (and the customer cannot take part in the tour, which will only happen in exceptional cases), the customer concerned can return his or her ticket for a full refund. Alternatively, the customer can exchange the ticket for an equivalent public guided tour if SMG offers him or her such a tour.

3.5 All public guided tours are conducted at times determined by SMG. This means that the start of the tour cannot be postponed, and the tour guide cannot wait for participants who are late. This shall also apply if any participants are prevented from arriving on time due to reasons out of their control.

4. Payment terms; prices

4.1 The specific payment terms are reflected in the offer and the order confirmation.

4.2 Tickets can be paid for in cash, by credit card, or by debit card at SMG's tourist information office.

4.3 The prices quoted by SMG include the public guided tour and any additionally advertised or agreed services. Other costs connected with the public guided tour (e.g., entrance fees, catering costs, transportation costs by public and private means of transport, etc.) are only included in the agreed price if they are expressly included in the guided tour or if they have been bindingly agreed.

4.4 The prices quoted by SMG include the applicable statutory value-added tax.

5. Rebooking; consequences of a non-utilisation of services

5.1 Customers have no legal or contractual right to rebook any services under a contract for public guided tours, including changes concerning the date, agreed time, and destination of the guided tour.

5.2 If customers do not use the agreed service, whether in whole or in part, (in particular by failing to appear at the tour), without SMG or the selected tour guide being responsible for this failure and although the tour guide is willing and able to provide the service, the customer may not claim a refund of any payments already made.

5.3 The agreed remuneration must be paid in full, without any right to make up for the missed public guided tour. However, SMG must deduct from the payment to be made by the customer any expenses due to the non-performance of the service and any remuneration that SMG obtains (or maliciously refrains from obtaining) through any other deployment of the services.

6. Termination and revocation

6.1 Rights of termination and revocation are generally excluded for public guided tours to the extent this is legally possible. The provisions in clause 5 of these terms and conditions shall apply accordingly.

6.2 This shall not affect any statutory or contractual rights of the customer in the event of defects in the contractually agreed services.

7. Liability

SMG shall be liable without limitation under the German Product Liability Act and in cases of express assumption of a guarantee or a procurement risk, as well as for intentional or grossly negligent breaches of duty. Likewise, SMG shall be liable without limitation in the event of intentional or negligent injury to life, limb, or health. SMG shall only be liable for property damages and financial losses caused by minor negligence in the event of a breach of obligations that must be fulfilled for the proper execution of the contract and on which the customer may mainly rely ("material contractual obligations"); however, SMG's liability shall be limited to any damages typical and foreseeable at the time of conclusion of the contract.

8. Special provisions concerning pandemics (in particular COVID-19)

8.1 The agreed services shall always be provided by the respective tour guide in compliance with the official requirements and conditions applicable at the time of deployment of the respective service.

8.2 The customer agrees to observe appropriate behavioural and hygienic concepts when using any services and inform the tour guide immediately of any typical symptoms.

8.3 If the agreed service cannot be performed due to official measures, the statutory provisions shall apply.

9. Choice of law and place of jurisdiction

The contract shall exclusively be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the exclusive (including international) place of jurisdiction for all disputes arising from the business relationship between SMG and the customer shall be the registered place of business of SMG.