



## General Terms and Conditions for the Brokerage of Services of Dresden Tourismus GmbH

Dear Dresden guest,

Please take note of the following terms and conditions of brokerage. They lay down the legal relations between you and Dresden Tourismus GmbH (hereinafter referred to as "DTG").

### I. General Provisions for all Brokerage Services

#### 1. Subject of the Brokerage

By way of an electronic reservation system, DTG brokers overnight accommodation services and other tourism services, such as for example public sightseeing tours of the city and tour guide services. DTG does not autonomously offer any travel services. Rather, it brokers these in the name of and for the account of third-party companies, so-called service providers. Therefore, the contract for tourism services is formed exclusively between the guest and the service provider. The provisions of sections 651a et seq. *BGB* [German Civil Code] shall not apply to the brokerage contract between DTG and the client. The scope of the service brokered shall ensue from the confirmation of the booking. Collateral agreements which change the scope of the contractual service shall require confirmation.

#### 2. Booking, Conclusion of the Contract

##### 2.1

Upon the making of a booking with DTG, the guest bindingly offers to conclude a contract with the service provider (e.g. an accommodation contract in the case of room bookings), and DTG bindingly offers to conclude a brokerage contract incorporating these terms and conditions of brokerage.

##### 2.2

The booking can be made electronically over the Internet, by post, by fax, by telephone or in person at DTG's tourist information office. DTG shall check whether the desired overnight accommodation service / other tourism service is available in the system. The contracts mentioned in no. 2.1 shall be formed upon their acceptance by DTG. The acceptance of the contracts by DTG, which shall not require any specific form, shall be notified to the guest without undue delay after the conclusion of the contract by sending confirmation of the booking. However, the contract brokered shall be concluded as soon as the guest is informed of the booking number by DTG. In the case of electronic booking over the Internet, notification shall be effected by displaying confirmation of the booking at the end of the booking process. The guest shall have the option of printing out this confirmation of the booking upon completion of the booking. Additionally, confirmation of the booking shall be transmitted to the guest by email. Due to technical unreliability, however, DTG shall be unable to check receipt of the confirmation in the case of transmission by email. This shall not affect the effectiveness of the booking.

### II. Special Provisions for the Brokerage of Overnight Accommodation Services

#### 3. Arrival, Late Arrival

##### 3.1

Generally, the service provider shall uphold a standard booking at the hotel/guesthouse until 6 pm local time. The guest shall be obliged to inform the hotel/guesthouse of a late arrival time. In any event, the hotel/guesthouse shall be entitled to allocate booked rooms to third parties after 6 pm local time, unless the guest has paid in advance or has agreed upon a guaranteed booking, stating his credit card number, or has agreed upon a late arrival time.

A guaranteed booking shall be upheld by the hotel throughout the night.

##### 3.2

In the case of holiday apartments/guest rooms, a booking shall generally be deemed to be a guaranteed booking. The guest shall be obliged to co-ordinate with the accommodation provider the desired arrival and departure times. The arrival and departure times indicated in the confirmation of the booking shall be deemed guidelines in this respect.

#### 4. Payment and Execution, Service Charge

##### 4.1

Except in the case of a booking as per no. 4.2 below, payment of the overnight accommodation price indicated in the confirmation of the booking shall be made directly at the booked accommodation upon arrival. In the event of no-show, the credit card details to be given at the time of booking (e.g. in the case of hotel bookings) shall be debited by the hotel only in the absence of timely cancellation.

##### 4.2

If a booking is made at special rates (e.g. early booking or last minute rates), the hotel shall, contrary to 4.1, debit the credit card immediately after the booking. This shall be separately pointed out to you during the booking.

##### 4.3

Upon receipt of the booking information drawn up by DTG, the party renting out holiday apartments or guest rooms shall be entitled to demand from the guest, up to 30 days before arrival, an appropriate down payment in the sum of no more than 50 % of the overnight accommodation price indicated.

##### 4.4



A service charge for DTG's brokerage service may be levied from the guest. This service charge shall amount to EUR 3.00 for every guest over the age of 18 in the case of booking by post, by fax, by telephone or in person at DTG's tourist information office. No service charge shall be levied in the case of booking over the Internet. The service charge shall fall due upon the conclusion of the brokerage contract and be payable as follows:

- a) by transfer to DTG's bank account stated in the confirmation of the booking in the case of hotel bookings
- b) at the booked accommodation, together with the overnight accommodation price, in the case of bookings at guesthouses, holiday apartments and guest rooms
- c) at the tourist information office in the case of appearance in person for all bookings of overnight accommodation.

4.5

If a public sightseeing tour of the city is booked, the guest shall pay for this service at DTG's tourist information office. The guest shall receive a voucher (credit note) for this. The respective service provider's terms and conditions shall apply.

## **5. Rescission, Processing Charge and Reimbursement of Expenses**

5.1

The guest may rescind the contract at any time by declaration to DTG. The booking number is to be given when declaring rescission (cancellation). Receipt of the declaration of rescission at DTG shall be authoritative. We recommend that rescission be declared in writing. If rescission is declared at short notice, within two days before arrival, the guest must additionally declare rescission directly to the accommodation provider. Changes of booking which lead to a shorter duration of stay shall be deemed rescission. Changes of reservation of the accommodation or changes of the person travelling shall be deemed changes of booking.

5.2

In the event of a change of booking or rescission of services booked, DTG may levy an expense reimbursement charge (processing charge) in the sum of 10 % of the price of the service booked, but a minimum of EUR 10.00 and a maximum of EUR 50.00 per booking.

5.3

Except for the bookings mentioned in no. 5.4 below, it shall generally be possible to cancel a contract free of charge in relation to the service provider up to 3 days before arrival in the case of 5 rooms or less or up to 30 days before arrival in the case of more than 6 rooms and in the case of holiday apartments. In the event of late cancellation or no-show without having cancelled within the above period, the charges owed (no-show charge) shall generally amount to 90 % of the cost of the first night, unless the service provider proves a higher loss. In this respect, the accommodation provider shall be entitled to issue a no-show invoice to the guest/orderer. In so far as the service provider's terms and conditions of contract lay down deviating terms in respect of the consequences of rescission by the guest, these deviating terms shall be authoritative for the guest.

5.4

If a hotel booking is made at special rates (e.g. early booking or last minute rates), the full overnight accommodation price shall be paid in the event of rescission. This shall be separately pointed out to you during the booking.

5.5

In any event, the guest shall remain free to prove that rescission has not caused a loss or has caused a loss which is considerably lower than a flat rate demanded from the guest. In this case, the guest shall be obliged to pay the lower cost or, if no loss has arisen, shall not be obliged to make any payment.

### **III. Special Provisions for the Brokerage of Tour Guide Services**

#### **6. Tour Guide Services**

6.1

The legal relationship between the tour guide and the guest shall be governed primarily by the agreements made with the tour guide. These terms and conditions of brokerage and contract and the statutory provisions (service contract) shall apply supplementarily.

6.2

The service owed by the tour guide shall consist of carrying out a tour in accordance with the description of services. Except where otherwise expressly agreed upon, the carrying-out of a tour by a certain tour guide shall not be owed. Rather, DTG shall be responsible for selecting the respective tour guide based on the level of qualification required. Even if a certain person has been designated or expressly agreed upon as the tour guide, DTG shall retain the right to replace this person, for a compelling reason (e.g. due to illness), with another suitable and qualified tour guide.

6.3

The tour guide shall be obliged to wait one hour at the agreed meeting point in case of late arrival. The waiting period shall be subject to a fee, i.e. the tour shall be reduced by the waiting period.

6.4

The agreed prices shall include carrying out a tour. Other costs (admission fees, royalties, transportation costs etc.) within the sights of interest visited in the course of the tours shall be paid in cash and shall only be included in the agreed price, if they are expressly listed under the tour guide services or are additionally agreed upon. The agreed remuneration shall, except where otherwise agreed upon, be paid in cash before the tour begins. Until payment has been made in full, there shall be no entitlement to the services agreed upon.

6.5



The number of participants shall be limited to 25 persons per guide in the case of walking tours. If, contrary to your booking, you wish to have up to five additional persons take part on site, € 5.00 per hour per person shall be paid directly to the tour guide prior to the tour. In so far as you wish to have over 30 persons take part, the fee agreed upon for guiding 25 persons shall again be additionally paid directly to the tour guide prior to the tour.

#### 6.6

By written declaration to Dresden Tourismus GmbH, stating the booking number, you may at any time rescind the tour guide contract concluded with the tour guide. The tour guide may demand the following flat rate as compensation in the event of rescission

up to 8 days before the tour:	0 %
within 7 to 3 days before the tour:	80 %
within 2 days before the tour:	100 %

of the price agreed upon for the tour. Receipt of the declaration of rescission at Dresden Tourismus GmbH shall be authoritative. In any event, you shall remain free to prove that rescission has not caused a loss or has caused a loss which is considerably lower than a flat rate demanded from you. In this case, you shall be obliged to pay the lower cost or, if no loss has arisen, not be obliged to make any payment. Contrary to the above flat rates, the tour guide reserves the right to demand a higher specific amount of compensation. In this case, the tour guide shall be obliged to specifically quantify and prove the compensation demanded, taking account of the expenses saved and any alternative use of the service booked.

#### 6.7

If the guest wholly or partly fails to avail himself of the agreed services through no fault of the tour guide or DTG, despite the tour guide being ready and able to render the services, there shall be no entitlement to reimbursement of payments already made. No. 6.6 shall apply to the agreed remuneration.

#### 6.8

The guest shall be obliged to immediately report to the tour guide any deficiencies in the tour and/or the agreed services and demand that these be redressed. Any claims ensuing from deficient or incomplete services on the part of the tour guide shall lapse in the event of failure to lodge a complaint, unless the guest is not to blame for this failure. Claims on account of failure to render the services in conformity with the contract must be directed exclusively to the respective tour guide without undue delay.

#### 6.9

The tour guide may refuse to accept a postponement of the tour, if the postponement is objectively impossible or unreasonable, particularly if this makes it impossible for the tour guide to adhere to follow-on tours or other obligatory appointments. Postponements longer than 60 minutes shall generally entitle the tour guide to refuse to carry out the tour.

### IV. Provisions Concerning Liability, Concluding Provisions for All Brokerage Services

#### 7. Limitations of Liability

##### 7.1

DTG is merely a broker of external services and shall not be accountable for proper execution of the external services brokered. Rather, it shall merely be accountable for proper brokerage of the external services. DTG shall be liable exclusively for the brokerage activity. Liability shall be limited to wrongful intent and gross negligence. Liability shall be excluded in cases of ordinary negligence. In cases of injury to life, body or health and in the case of claims under the *Produkthaftungsgesetz* [Product Liability Act], the statutory provisions shall apply. DTG shall not be liable for disruptions due to force majeure or strikes or transmission disruptions in the communication network. In particular, DTG shall not be liable for cancellation or change of events, overbooking on the part of accommodation providers, deficient accessibility to exhibitions or similar disruptions to the service provider's performance, except where the respective disruption to performance also constitutes a breach of duty under DTG's brokerage assignment. Within the framework of its brokerage service, however, DTG shall be obliged to forward to the service provider all legitimate notifications of defects and, in so far as the complaint appears to be justified in the individual case, support the customer in the assertion of his claims in this connection.

##### 7.2

Notwithstanding the provision under no. 6.1, DTG's liability for losses not based on injury to life, body or health shall be limited to twice the price of the respective service,

- a) in so far as a loss on the part of the client is brought about neither with wrongful intent nor by gross negligence or
- b) in so far as DTG is possibly liable as a service provider's agent in contract under the statutory provisions in the individual case.

##### 7.3

Liability on the part of the tour guide for losses not relating to bodily harm shall be excluded, unless the tour guide has caused a loss with wrongful intent or by gross negligence. The tour guide shall not be liable for services, measures or omissions on the part of catering businesses, institutions, providers of sights of interest or other offerings visited in the course of the tour, unless a culpable breach of duty on the part of the tour guide caused or partly caused the loss.

#### 8. Preclusion Period for the Client's Claims

Claims on account of failure on the part of the service provider to render services in conformity with the contract must be asserted with DTG and the service provider in writing within one month after the service completion date provided for in the contract (preclusion period).



#### **9. Data Protection**

The customer data entered shall be electronically processed by DTG's reservation system. These data shall only be passed on to the extent necessary for a booking. Credit card details provided by the guest shall be checked by DTG's reservation system; i.e. the system shall carry out preliminary authorisation and then forward the data to the service provider booked. Passing-on of the data for other purposes shall not occur. SSL (Secure Socket Layer) shall be used for encrypting the guest's credit card details. Moreover, the statutory provisions on data protection shall be complied with when logging the data. DTG shall not pass on the data to third parties or otherwise use the data without the guest's consent, except where transmission of the data is required under statutory provisions. In so far as information is logged and passed on for statistical purposes, this information shall not contain any personal data.

#### **10. Severability Clause**

If a stipulation in these terms and conditions of brokerage is or becomes ineffective, this shall not affect the effectiveness of the other stipulations. The ineffective stipulation shall be replaced with the statutory provision.

#### **11. Place of Jurisdiction**

Actions against DTG shall be brought at the place of its registered office. Your place of residence shall be authoritative for actions by DTG against you, unless the action is directed against a trader with full merchant status. In this case, the place of DTG's registered office shall be authoritative.

**Dresden Tourismus GmbH is looking forward to your visit!**

As of December 2009