

General Terms and Conditions of Hannover Marketing und Tourismus GmbH for carrying out individual and group tours in the Hanover region

1 | Scope of application

1.1 The following General Terms and Conditions (hereinafter referred to as GTC) apply to the engagement of Hannover Marketing und Tourismus GmbH, City Tours Department, Vahrenwalder Str. 7, 30165 Hanover (hereinafter referred to as Provider) to provide individual and group tours by customers (hereinafter referred to as Participant). The GTC as amended on the date of conclusion of the contract shall be applicable.

1.2 In the context of these GTC, both consumers and businesspersons shall be deemed Participants.

1.3 Consumers are defined in terms of these GTC pursuant to Section 13 of the German Civil Code (BGB) as natural persons, who conclude a legal transaction with the Provider for a purpose that can neither mainly be attributed to their commercial nor to their self-employed professional occupation.

1.4 Businesspersons are defined in terms of these GTC pursuant to Section 14 of the German Civil Code (BGB) as natural or legal persons or partnerships with legal capacity, who, in concluding a legal transaction with the Provider, are acting in performance of their commercial or self-employed professional occupation. A partnership with legal capacity is defined as a partnership that has the capacity to acquire rights and enter into liabilities. A Participant, who constitutes a public special fund, shall also be deemed a businessperson in this sense.

2 | Object of the contract

2.1 The Provider offers individual and group tours in the Hanover region. Advance booking is imperative for all group tours. Content, scope, location and dates are stipulated in the contract entered into by the Provider and the Participants.

2.2 The Provider is entitled to render its services via third parties.

3 | Offer and contract conclusion

3.1 The offers that are presented on the website with the URL <http://www.hannover-tourismus.de> and in the Provider's catalogues/brochures, do not constitute an offer for concluding a contract. The Participant, however, may make a binding offer for the conclusion of a contract to the Provider. Registrations will be considered on a first come first served principle. The agreement is concluded on the basis of the Participant's binding registration and after confirmation by the Provider. If a registration cannot be taken into consideration, the Provider shall inform the Participant without undue delay.

3.2 When using the website with the URL <http://www.hannover-tourismus.de>, the Participant places a binding offer and the contract is concluded in accordance with the following procedure: The Participant selects the desired tour and the desired date and time of the tour. After clicking the "Details and Booking" button, the Participant is requested to enter his or her personal data. By clicking the "Make binding booking" button, the Participant makes an offer for concluding a binding contract. The Participant's offer is based on the services associated with the chosen tour as specified on the website with the URL <http://www.hannover-tourismus.de>. Until clicking the "Continue" button, the Participant can correct his or her entries at any time by operating the mouse and keyboard in the usual manner. Furthermore, by clicking the back and forward buttons of the browser in use, the Participant can return to the

respective previous page of the booking procedure. After clicking the "Continue" button, correction of the entries is no longer possible. The Provider can accept the Participant's offer by sending a binding booking confirmation. An automatic response confirming receipt of the booking does not constitute acceptance of the Participant's offer. The contract is thus concluded by means of the Participant's offer and the acceptance of such offer by the Provider.

3.3 The Participant can also book a tour by usual means of correspondence (letter, facsimile, telephone, email). In the event that a booking is made via email, the Participant will receive an electronic confirmation that the booking was received without undue delay. Here, the declaration of acceptance does not require a specific form; oral confirmations and confirmations by telephone are also legally binding for the Participant and for the Provider.

3.4 The text of the contract is saved by the Provider, but is not accessible by the Participant. The Provider therefore recommends that Participants print the booking information for their own file.

3.5 The information specified on the website with the URL <http://www.hannover-tourismus.de> or in the Provider's brochures/catalogues forms the exclusive basis of the services offered by the Provider. Any information in directories that were not published by the Provider are not binding for the Provider and its obligation to perform, unless these specifications were agreed expressly between the Participant and the Provider.

3.6 In the event that the Provider makes a special offer at the Participant's request, then this special offer shall, notwithstanding the above provisions, constitute a binding offer to conclude a contract by the Provider to the Participant. In this case, the contract comes into force without requiring another confirmation by the Provider if the Participant accepts this offer within a period that is likewise specified in the offer without making any entries or changes or amendments and by either an express declaration, a down payment, final payment or by availing him or herself of the tour services.

3.7 The official languages of the contract are German and English.

4 | No right of withdrawal under distance selling contracts for services offered for leisure activities

The right of withdrawal which consumers are generally entitled to when they conclude distance selling contracts, is, pursuant to Section 312g (2) Sentence 1 No. 9 of the German Civil Code (BGB), not applicable to services offered in the field of leisure activities if the contract provides that such services are rendered on a certain date or within a certain period. Due to the aforementioned statutory provision, the Participant therefore has no right of withdrawal with regard to the tour services booked on the website with the URL <http://www.hannover-tourismus.de> or, if applicable, via telephone, letter, facsimile or email, based on offers in brochures/catalogues of the Provider and the corresponding distance selling contract.

5 | Scope of services

5.1 The concrete scope of services is determined in accordance with the contractual agreement between the Participant and the Provider.

5.2 For city tours, that are designed exclusively as walking city tours, the maximum number of participants shall generally be 25 persons per group.

5.3 The city tour guide is obliged to wait for a period of 30 minutes from the starting time of the tour as agreed upon. After 30 minutes, the city tour guide is at liberty to continue waiting or to consider the group as a no-show.

5.4 In the event of the late arrival of a Participant, this Participant and the city tour guide shall agree whether the tour shall be shortened accordingly or, if the city tour guide does not have to fulfil other obligations, whether the length of the tour shall remain as originally agreed upon. In this case, the fee due shall comprise the waiting time and the actual length of the tour. If the group requests early termination of the tour, the entire fee is due as agreed in advance in writing.

6 | Payment terms

6.1. All prices of the Provider include the statutory VAT.

6.2 The payment as agreed upon shall be invoiced by the Provider to the Participant who completed the registration. Invoicing shall take place after the tour, unless other payment arrangements have been agreed upon.

6.3 If the tour fee is paid at the beginning of the tour by the Participants or his/her authorised representative directly and in cash to the city tour guide, the city tour guide shall accept payment against a receipt on behalf of and in the name of the Provider. A valid invoice shall subsequently be issued by the Provider.

6.4 Invoices shall be due for payment immediately upon receipt. The Participant shall be in default of payment at the latest 30 days after the due date. This applies to a Participant who is a consumer, only if this legal effect has been explicitly noted on the invoice.

6.5 The Provider takes the liberty of charging a 2% service fee on the total sum per debit for credit card payments. The Participant undertakes to ensure that the Provider has the correct invoice address and all necessary information such as the cost centre. The Provider takes the liberty of charging a service fee of EUR 10.00 for subsequent corrections to and resending of invoices.

7 | Limitation of liability

The Provider is, in principle, only liable in cases of intent and gross negligence. Moreover, the Provider is also liable for negligent violations of obligations if these involve injuries to life, limb or health or if claims are based on a guarantee or Product Liability Law (Produkthaftungsgesetz). The Provider shall also be liable for negligent violation of duties, the fulfilment of which is essential to implementing the contract, the violation of which endangers reaching the purpose of the contract and on the observance of which the Participants may regularly rely. In the latter case, however, the Provider shall not be liable for any unforeseeable damage or damage that is not usual for this type of contract. The Provider shall not be liable for other negligent violation of duties. The above mentioned limitations of liability also apply to the Provider's vicarious agents.

8 | Cancellations

8.1 The Provider grants the Participant the opportunity to cancel the booked tour without presenting a legal withdrawal or termination reason pursuant to the following regulation:

For cancellation of the city tour (without day package) by the Participant, the Provider generally charges a basic cancellation fee of EUR 15.00; a cancellation fee of 50% of the agreed price is due for cancellations 5 to 1 working day before the commencement of services. In each case, the cost may be subject to additional booking change fees incurred in advance.

100% of the agreed fee is due if a booked group city tour is not attended and the Participant did not give at least one working day notice of the cancellation before the agreed date.

The following conditions apply to day packages:

- up to 10 working days before arrival, the amount of the processing fee/agency fee, but at least EUR 25.00* (for full cancellation)
- 9 to 6 working days before arrival 5%
- 5 to 3 working days before arrival 10%
- 2 to 1 working day before arrival 75%
- no-show/non-utilization 100% each of service/order price, but at least EUR 50.00*

*The amount of this sum depends on the complexity of the offer.

8.2 Cancellation of the booked tour must be made in writing and must be sent via fax to the following fax number or via e-mail to the following e-mail address:

Facsimile: +49 (0)511 12345 334, E-Mail: staedtereise@hannover-tourismus.de

8.3 Having made a fixed booking, EUR 10.00 will be charged for each subsequent change to booking. This does not apply to changes to the number of Participants.

8.4 The Participant is entitled to evidence vis-à-vis the Provider that no damage or only a smaller amount of damage has occurred.

9 | Withdrawal by the Provider/Change to the route

9.1 The Provider is entitled to withdraw from the contract for good cause, notwithstanding other reasons, especially if the minimum number of Participants for a tour has not been reached or if a tour has to be cancelled due to circumstances beyond the control of the Provider.

9.2 In the event of a withdrawal, the Provider shall inform the Participants of the cancellation of the tour without undue delay.

9.3 No compensation for damages may be claimed by the Participants in the cases specified above.

9.4 The city tour guide may change the originally planned route at his/her own discretion in order to avoid danger that could result from unfavourable weather or road conditions. This does not result in any rights for the Participant to claim for reimbursement.

10 | Data Protection Policy

10.1 HMTG collects Customer or guest data for processing the contract. In doing so, HMTG observes, in particular, the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG).

10.2 HMTG stores the following data every time the website is accessed: name of the accessed website, file, date/time, transferred data amount, notification regarding successful access, browser type/version, operating system, previously visited sites and IP address. HMTG uses the aforementioned data for statistical purposes in connection with its offering.

10.3 Any data transmitted by Customers is stored for the purpose of processing enquiries or, where the booking of tourist services is concerned, to implement the contract, and such data is transmitted to the Service Provider for the

purpose of processing the booking and the contract (e.g. payment, guarantee, contact data) and stored by the Service Provider for such purposes.

10.4 The IP address is stored if the Customer makes comments or other entries on the website. This has the purpose of facilitating the identification of any person responsible for illegal comments and/or entries on the website enabling third parties who are harmed by such illegal comments and/or entries to act. HMTG reserves the right to delete comments that are not to the point or unjustified, offending or discriminating or to make such comments invisible.

10.5 Any personal data provided by the Customer to HMTG will be used to reply to enquiries or process contracts and such data will only be forwarded or otherwise transmitted to third parties if this is required for the purpose of implementing the contract. HMTG would further like to notify the Customer of current offers in the future, unless it is discernible for HMTG that the Customer does not wish to receive such information. If the Customer does not wish to receive information, he or she may inform HMTG of such wish.

10.6 Online transmission of Customer data is effected via SSL encryption to ensure that Customer data cannot be accessed by unauthorised third parties during transmission.

10.7 HMTG is entitled to contact the Customer at any time on the basis of reports by the Service Provider to verify the correctness of the information.

10.8 If the Customer granted his or her consent to the storage of his or her personal data, the Customer has the right to revoke such consent at any time with prospective effect.

The stored personal data is deleted when the Customer revokes his or her consent to such storage, if the data is no longer needed to fulfil the purpose for which it was stored or if the storage is inadmissible for any other legal reason. Data needed for invoicing and accounting is not affected by such a request to delete data.

10.9 HMTG shall inform the Customer and/or guest of any personal data stored upon such Customer's/guest's request. The request shall be addressed to: Hannover Marketing und Tourismus GmbH, Vahrenwalder Str. 7, 30165 Hannover

11 | Warranty

The statutory warranty provisions shall apply.

12 | Place of performance – choice of law – place of jurisdiction/final provisions

12.1 Unless otherwise provided for in the contract, the place of performance and payment shall be the registered office of the Provider. The statutory regulations regarding place of jurisdiction shall remain unaffected, unless the special provision in item 12.3 stipulates otherwise.

12.2 Only the laws of the Federal Republic of Germany are applicable. If the Participant is a consumer, the mandatory provisions of the state where that Participant has his or her usual abode remain unaffected thereby.

12.3 The court with competence for the registered office of the Provider shall be the exclusive place of jurisdiction for contracts with merchants, legal entities under public law and public special funds.

12.4 The remaining provisions of the contract shall not be affected in the event that individual provisions of this contract are invalid or conflict with legal provisions. The invalid provision shall be replaced in mutual agreement by the contractual parties with a legally valid provision that is as close as possible to the commercial intention and purpose of the invalid provision. The above provision shall apply correspondingly to loopholes. The German version of these GTC

shall prevail.

13 | Final provisions

13.1 Only the laws of the Federal Republic of German are applicable. If the Customer is a consumer, the mandatory provisions of the state where that Customer has his or her usual abode remain unaffected thereby.

13.2 The remaining provisions of the contract shall not be affected in the event that individual provisions of this contract are invalid or conflict with legal provisions.

The invalid provision shall be replaced in mutual agreement by the contracting parties with a legally valid provision that is as close as possible to the commercial intention and purpose of the invalid provision.

The above provision shall apply correspondingly to loopholes. The German version of these GTC shall prevail.

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Owner of GTCs:

Hannover Marketing und Tourismus GmbH

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Managing director: Hans Christian Nolte

Registered office of the company: Hanover

Commercial register court: Amtsgericht (local court) of Hanover

Commercial register number: HRB 59223