

## **General Terms and Conditions (GTC)**

The contractual relationship between the client (m/f/d) - hereinafter referred to as "client" (across all genders) – and/or the participants and the tour guide Daniela Ganz - hereinafter referred to as "TG" - is regulated here. The client or the participants accept these conditions with the booking of a guided tour/event.

### **1. Scope**

The subject matter of the contract and the scope of these terms and conditions refers only to the guided tours and events offered and carried out by Daniela Ganz.

The contract shall be deemed concluded when the desired service has been confirmed in writing. Place of performance is the place where the service is provided.

Guided tours/events from other providers, which are only carried out by the TG, are subject to the general terms and conditions of the respective provider.

### **2. Inquiry and bookings**

Inquiries via the homepage, by email or telephone are non-binding. Inquiries are considered in the order of their receipt. The TG reserves the right to reject inquiries for good reasons.

The receipt of an inquiry or the creation of an offer by the TG does not mean that the booking is confirmed. A booking is only legally binding after receipt of an order confirmation by the TG.

In the case of bookings via other portals (e.g. Ticket Regional), the complete processing including booking confirmation shall be carried out via the respective booking portal.

### **3. Number of Participants and Participation Requirements**

A group should not exceed 20 participants. Larger groups are only possible in exceptional cases (e.g. tours with the group's own bus) after special arrangement.

There is no minimum number of participants for most of the guided tours, for small groups up to 6 persons price reductions can be offered.

For special guided tours or forest bathing events, special minimum or maximum numbers of participants may apply. These can be found in the event information.

Events with a minimum number of participants can still be cancelled by the TG up to 48 hours before the start of the event. Further information can be found under point 7.

The offered guided tours and events are usually not barrier-free, unless otherwise stated.

Not all tours or events are available in English, unless stated in the event information. English tours can be requested at any time but cannot be granted to be possible.

Participation in forest bathing events is only possible under certain health conditions. Points 8a) and 8b) must be respected too.

The participation of children is generally possible during the regular guided tours, even if they are not specifically for children. However, the TG reserves the right to exclude children from a guided tour if it is not age- or child-appropriate (e.g. higher risk potential, special subject matter subject to an FSK restriction) or if this leads to a disturbance of the other participants. The last may apply for example to forest bathing events, unless these are specifically advertised for children.

If children, adolescents or other persons requiring supervision take part (including children's tours), at least one adult accompanying person must also take part in the tour, which will be taken into account in the total number of participants. Depending on the route and the planned visits, it may be difficult to bring along baby carriages and this should be discussed with the TG in advance.

### **4. Fees and Ticket Prices**

Current fees and ticket prices for guided tours and events can be found on the website, the price lists linked there, on the corresponding booking portals or can be requested via the contact form on the homepage, by email or telephone. All prices are quoted in Euro and do not include VAT according to § 19 UStG for small businesses.

#### **a) Regular guided tours for groups**

The fee to be paid is calculated per hour. A discount is granted for small groups of up to 6 persons. The client may request a quote.

The period for calculating the fee begins with the arrival of the group to be guided, but no later than the agreed time of the start of the guided tour.

If the duration of the tour is extended by request of the client, an additional fee for one hour is due for an extension of up to 60 minutes. Side agreements of this kind or other additional requests can only be decided on by the TG on site. The TG reserves the right to refuse requests outside the formerly agreed scope of the tour.

In case of special requests (e.g. foreign language, special topic, accessibility, etc.) of the client at the time of the booking request, which deviate from the regular tour offer and possibly lead to additional work in the preparation and/or implementation for the TG, an additional fee will be charged. The TG will provide the client with a corresponding offer.

All prices quoted do not include entrance fees or drinks or food, unless otherwise described. In principle, all services ordered and confirmed in writing have to be paid for. Possible additional costs (e.g. entrance fees for buildings/museums, transportation, further guided tours, etc.) have to be paid in cash by the client or the participants directly on site.

If the client does not make use of the agreed services, partially or in total, although the TG is willing and able to provide the service, there is no right for a reduction or refund of the fee.

The fee for the guided tour is usually paid directly in cash to the TG; payment is confirmed immediately by receipt or invoice. By agreement, payment by invoice following the guided tour is also possible within a period of 14 days. If the invoice is overdue, dunning fees will be charged in accordance with §288 (2) BGB.

#### **b) Special guided tours and forest bathing events for individual guests**

These are events which are offered on previously fixed dates via known booking portals (e.g. Ticket Regional). Tickets can only be purchased online or at the Ticket Regional booking offices known in Trier.

The ticket purchase must be made IN ADVANCE of the event to guarantee a reserved place for the participants. Only in individual cases tickets could still be purchased at the beginning of the event from the TG on site. However, the TG reserves the right to refuse the participation of additional guests in case of such requests, e.g. if the maximum number of participants will be exceeded.

Special guided tours and forest bathing events, which have been agreed upon as a separate group tour/event at the request of the client, are subject to the regulations under point 4a).

#### **c) Guided tours by other providers**

These are events that are offered exclusively on previously fixed dates via the provider's booking portal. Tickets can only be purchased online via this portal. It is not possible to purchase tickets from the TG.

#### **d) Vouchers**

Vouchers can be purchased on request via the homepage, by email or telephone. They are paid in advance by invoice and will be sent after receipt of payment either by mail (as PDF file) or by post.

Vouchers are valid indefinitely as long as the TG is active with her company. In case of discontinuation of the activities of the TG, issued vouchers expire, a refund or cash payment is not possible.

Vouchers can only be redeemed for regular tours/events, which are booked directly with the TG. The presence of a voucher must be communicated in the booking request in order to take this into account for the invoicing.

Tickets from Ticket Regional or other providers cannot be paid for with vouchers.

Only one voucher can be redeemed per booking. A cash payment of the amount is not possible.

### **5. Delays / Waiting Times**

The start, duration as well as the starting point of a guided tour or event will be communicated to the client or the participants in the booking confirmation. In case of possible delays of the client or the group to be guided or individual participants, the time of the guided tour may be shortened accordingly.

Delays must be communicated within 30 minutes by both parties. A longer waiting time is not reasonable without information.

For special guided tours as well as forest bathing events for individual guests, the TG will wait for missing participants for a maximum of 10 minutes at the agreed starting point.

In case of non-appearance of the client or the group without prior cancellation, the entire price of the guided tour is due.

If the TG is late, the client or participants have the right to request the full booked service. If this is no longer feasible due to time constraints, the client or participants may claim a reduction of the fee/price paid for the tour/event corresponding to the time lost.

## **6. Withdrawal/Cancellation**

### **a) Group tours (by foot) up to max. 4 hours (from the regular offer of the TG):**

The client may withdraw from the contract at any time, during normal business/office hours (weekdays from 9:00 a.m. to 4:00 p.m.) up to 48 hours before the agreed date free of charge. The cancellation must be made in writing by email. In principle, a cancellation is only recognized and effective when it has been confirmed by the TG.

In the case of cancellation at shorter notice, the TG claims a fee as follows:

- up to 24 hours before the agreed date 50% of the fee is due,
- less than 24 hours before the agreed date or no-show of the group without prior cancellation or waiting time for the TG of more than 30 minutes, the entire fee is due.

### **b) Half-day or full-day tours (by bus or combinations of bus tour and guided walking tours):**

The client may cancel the order free of charge up to seven working days before the date. The cancellation must be made in writing by email. In principle, a cancellation is only recognized and effective when it has been confirmed by the TG.

In the event of cancellation at shorter notice, the TG claims a fee as follows:

- from the 7th to the 4th working day before the start of the tour, 30 % of the fee will be due,
- from the 3rd working day before the start of the tour 75 % of the fee will be due,
- in case of less than 24 hours before the agreed time or no-show of the group or waiting time for the TG of more than 30 minutes, the entire fee is due.

### **c) Special guided tours and forest bathing events**

Ticket purchases made through Ticket Regional are subject to Ticket Regional's terms and conditions.

### **d) Guided tours of other providers**

For other guided tours offered by other providers, the terms and conditions of the respective provider apply.

## **7. Cancellation / Change / Force Majeure**

The guided tour or event is subject to various factors that make its execution too dangerous or impossible.

These include not reaching the minimum number of participants (if relevant), the unexpected unavailability of the TG (e.g. health, traffic-related or similar), force majeure (such as epidemic, natural disaster, extreme natural event), disturbances at the place of performance, security-related circumstances and official rules and requirements.

Under such circumstances, the TG reserves the right to relocate or cancel the tour or event.

If necessary, the schedule or the duration of a guided tour or event must be adjusted in order to ensure a trouble-free and safe execution (e.g. change of the planned route, omission of sightseeing points or sights, shortening or extension of the tour). Only in case of significant shortening of the tour or lack of substitutes for cancelled sightseeing, there is a right to partial refund of the fee or tickets by the client or the participants. For each tour/event, an attempt will be made to adhere as closely as possible to the agreed duration and route or, in the event of necessary changes, to offer adequate alternatives.

The TG is entitled to suggest an alternative date to the client or the participants.

In case of a complete cancellation, the fee or ticket price will be refunded or a voucher will be offered. In the event of a postponement, the client has to right to cancel the booking, whereby the fee or ticket price will be refunded or a voucher offered. Claims for compensation or reimbursement of

travel and accommodation expenses or other costs do not exist.

Events that have already begun can also be cancelled, e.g. in the event of sudden severe weather or the illness of a participant. In this case there will be no refund of the fee or the tickets.

Guided tours generally take place at any weather condition, including rain or snow. Only extreme weather conditions that endanger the health or life of the participants (such as permanent temperatures above 40°C, heavy rain, floods, hail or heavy storms) can lead to a cancellation or termination. It is the TG's decision if a tour or event can take place or not.

Cancellations can be made in writing, by phone, by WhatsApp or by email, depending on the available contact details of the client or the participants. Postponements or cancellations can occur at very short notice, even on the day of the event. Each participant is therefore requested to check their mailboxes for current messages before setting off to the starting point.

## **8. Liability and Rules of Behaviour**

### **a) General regulations:**

Liability is limited to the fulfilment of the scope of services of the booked guided tour or event as well as its time frame and agreed price.

The TG is not liable to the client or the participants. Claims for damages (e.g. for personal injury, property damage and financial losses, in particular those resulting from accidents, damage, loss or theft) are excluded. Unless the damage is due to intentional behaviour of the TG.

Participation in guided tours, bus tours or forest bathing events is voluntary and at the participants own responsibility and risk. Possibly existing health risks that may exclude a participant from a guided tour or event are not in the responsibility of the TG to be decided and must be clarified by the client or the participant in advance of the tour/event.

The participants are aware that the guided tours or events may also take place on uneven paths, as well as in public traffic. All participants must prepare themselves physically and mentally and have to equip themselves appropriately. All participants must show reasonable judgment and caution. Participants must be aware that wet, snowy and icy conditions will make it difficult to walk on the trails.

Instructions by the TG, e.g. in road traffic or in particularly dangerous situations, must always be followed.

The participation requirements under point 3 must be respected in advance of any booking.

The TG would like to ensure that the participants have a pleasant and trouble-free tour or event.

Serious misconduct (e.g. insults, bawling, heavily drunken state, the consumption of illegal drugs, etc.) or repeated disturbance (e.g. by a permanent, massively obstructing behaviour) by participants or also intentional damage or destruction of monuments and sights or similar, entitles the TG without exception to an immediate exclusion, both directly before the start of the guided tour/event, as well as during an already running guided tour or event, especially if this behaviour is not immediately stopped despite admonition by the TG. In the event of such exclusion, all participants affected by this shall have no claims for reimbursement of the fee/ticket already paid or any other claims for reimbursement or compensation of any kind. The TG reserves the right, in addition to all other legally possible measures, to claim reasonable compensation from participants excluded for the above reasons.

### **b) Addition for forest bathing events:**

The animal and plants must be protected and mindfulness in and with nature is required at any time. Violation of this will lead to immediate exclusion of the participant. A refund of costs is excluded in this case.

The participants must be aware that forest bathing events are not a substitute for medical, psychiatric or psychotherapeutic treatment. Participants who are ill or undergoing therapy must clarify in advance with the doctor and/or therapist and the TG whether they can participate in the event or not. The contents of the event do not make any promises of healing. The TG does not make diagnoses in the medical sense. The events are supporting and accompanying measures. The work is subject to absolute confidentiality.

All stays in the forest and execution of the exercises, mediations and games are at the participant's own risk.

**c) Additional guided tours for children or participation of children in regular guided tours:**

When children and adolescents participate, at least one adult accompanying person who knows the child must also take part in the tour. The TG is not a pedagogue or educator and does not take over any supervisory function. The TG is not liable for personal injury, property damage or financial loss, in particular for accidents, damage, loss or theft. The participation requirements under point 3 must be respected in advance of each booking.

**9. Content of the Website**

The website is always kept up to date and correct in terms of content by the TG, to ensure that the offer appears to be complete.

However, the occurrence of errors on the homepage cannot be completely excluded, therefore no liability is taken for the topicality, correctness of content as well as the completeness of the information described on the homepage.

Unless it is a matter of intentional errors. This notice refers to possible damages of a material or non-material nature to third parties caused by the use of this homepage.

Parts of the pages or the complete publication including all offers and information might be extended, changed or partly or completely deleted by TG without separate announcement.

Despite careful control of the contents, the TG does not take any liability for the contents of external links and information provided. The operators of the linked pages are solely responsible for their content.

**10. Copyright**

The contents of the website are subject to German copyright law. Duplication, processing and any kind of exploitation outside the limits of the copyright require the written consent of the TG or the respective author / creator.

The copyright of third parties is also respected. In the event of copyright infringements, the TG asks to be notified accordingly. Upon becoming aware of any infringements, such content will, of course, be removed immediately.

The photos made available by the TG on the website have either been purchased with permission for publication or have been taken by the TG itself.

**11. Data Protection**

For the purpose of processing of inquiries and orders as well as the implementation, follow-up and invoicing of tours or events, customer data is collected, stored and processed. Unless otherwise stated, this data includes the name and address of the ordering client or participants, the name of the company placing the order (if applicable), the telephone number and the e-mail address. The provision of this data is voluntary.

The TG assures that this data will not be passed on to third parties. The data will be deleted as soon as they are no longer required for the purpose of their processing. The client has the right to request information about the stored data as well as to request the correction of the data in case of inaccuracy or the deletion of the data in case of inadmissible data storage.

Data protection (in accordance with Article 6 Paragraph 1b DSGVO) is respected by the TG at all times, but the TG cannot guarantee general data protection against possible third-party access due to constant data transmissions on the Internet (e.g. homepage, email).

Extended information on data protection can be found under "Datenschutz" on the homepage (English version can be found below the German text).

**12. Place of Jurisdiction**

For all disputes the place of jurisdiction is Trier.

**13. Severability Clause**

If individual parts of the General Terms and Conditions are invalid, the validity of the remaining parts shall not be affected.

Trier, April 2023