

# Terms and Conditions

## of Berlin Tourismus & Kongress GmbH „visitBerlin“

Berlin Tourismus & Kongress GmbH, hereinafter referred to as *visitBerlin*, performs the following services on behalf and for the account of tourism service providers. Apart from this brokerage, *visitBerlin* does not perform any service of its own. The contract concerning the respectively booked service is concluded exclusively between you, hereinafter referred to as “Client/Customer”, and the tourism service provider. *visitBerlin* does not act as a tour operator within the framework of the brokerage service, but rather merely enters into a relationship with the Client/Customer via the brokerage.

### 1. Overnight stay Services

1.1. Reservation: *visitBerlin* offers rooms on behalf of the service provider via its reservation system. *visitBerlin*, the travel agency, or the *visitBerlin* partner agency check whether the Client’s desired room is available. The accommodation contract is concluded as soon as the Client is informed of the booking number by *visitBerlin* or the travel agency. The accommodation establishment is obliged to make the reserved room(s) available for the period of time booked. Should the rooms not be made available, the accommodation establishment must grant the Client compensation. The Client is obliged to pay the agreed room price for the contract period. *visitBerlin* reserves the right to change or revoke its best price guarantee and the conditions associated therewith at any time and without advance notice.

### 1.2. Terms of Payment

The Client shall pay the fee for the room(s) booked by him/her at the respective accommodation establishment. The declaration of the credit card details is required: a) in case the booking not automatically expires without having the need of a cancellation from the Client, b.) in case a prepayment is required and/or c.) in case the Client does not have his residence in Germany. Credit card details of the Client will only be charged in accordance with the cancellation policy (No Show without timely cancellation). Special rates/conditions (Early bird/last minute etc.): The accommodation establishment is entitled to claim payment in advance from the Client in this case and to charge the credit card immediately after booking. The requirement of prepayment will be advised to the Client at the time of booking.

For travel agency bookings, the Client shall pay at the travel agency. The travel agency shall transfer the amount owed, minus the agreed brokerage commission, directly to the hotel. Brokerage via *visitBerlin* Berlin Service Center and online media is free of charge. A brokerage fee to the amount of €3.00 per individual booking shall be charged for brokerage via *visitBerlin* Berlin Tourist Information (BTI).

### 1.3. Arrival after 6 pm

The rooms booked will, as a rule, be kept available on the day of arrival until 6 pm. The Client is obliged to notify the accommodation establish-

ment if they are going to arrive later than 6 pm. Unless a later time of arrival is expressly agreed, the hotel is entitled to allocate the room elsewhere after 6 pm without giving rise to any claim to compensation on behalf of the guest. The hotel has a right to withdrawal in this case. If the Client has already paid the service fee due in advance (advance payment by credit card or bank transfer), or secured it with a credit card, the room, as a rule, will be kept available even after 6 pm. The same applies to bookings made after 6 pm on the day of arrival.

### 1.4. Booking alterations

Changes to the accommodation reservation or to the person booked for count as booking alterations, which may be made for a flat-rate fee of €5.00 per booking. Booking alterations which lead to a shortening of the duration of the stay count as a cancellation in accordance with the regulations as stipulated in Section 1.5.

### 1.5. Withdrawal from the Contract/Cancellation:

The Client may withdraw from the contract at any time before commencement of the journey via a notice of cancellation to *visitBerlin* or the travel agency. It is recommended to declare the withdrawal in writing. Significant for the withdrawal/cancellation is the time of reception at the receiver of the declaration.

Each booking applies to the respective applicable cancellation policy as chosen by the accommodation establishment. These are given to the customer during the booking process to acknowledge and are shown on the booking confirmation.

The client is advised that the hotel shall be entitled to demand either a cancellation fee or the damages to be calculated concretely from the Customer for no show without timely cancellation.

The client is free to prove that there is no damage to the accommodation facility or that is lower than the claimed cancellation fee. If the accommodation calculates compensation specifically, this amounts to max. the amount of the agreed room rate for the first night, less the amount of the value of the expenses saved by the other party and net the amount which has been acquired of leaving the reserved room to a third party. If the accommodation can demonstrate that the that the booked rooms could not be occupied otherwise, he remains at liberty to take specifically calculated compensation from the client even for the following nights reserved.

If a booking is cancelled late by the Client *visitBerlin* shall endeavor to find an alternative reservation for the cancelled room. Should this succeed to the same conditions, the claim of the hotel to specifically calculated compensation is no longer applicable. There is no claim of Clients to remediation of the cancelled rooms. It should be noted that certain offers of accommodation facilities are non refundable/not intended for transfer.

## 1.6. Processing fee for withdrawal from the contract/cancellation or non-arrival

In the case of withdrawal from the contract/cancellation or non-arrival, *visitBerlin* as the broker shall charge the Client a one-off processing fee to the amount of €10.00 per individual booking. The processing fee shall be billed to the Client by *visitBerlin*.

## 1.7. Group Bookings

For group bookings from 8 rooms / 16 persons, the terms and conditions of the respective service provider apply to the effect that the Client is informed of these by *visitBerlin* with the booking request. The individual quotation is carried out free of charge in the case of commissioning by *visitBerlin*. Should no booking be made after quotation, *visitBerlin* shall be entitled to charge the Client a flat-rate processing fee of €10.00. The prices provided by *visitBerlin* as a broker for travel agencies and other brokers are net prices.

## 1.8. Withdrawal of the accommodation establishment

The hotel has the right to withdraw from the contract if: the fulfillment of the contract entered into with the Client becomes impossible for reasons of force majeure; rooms are booked with misleading or false statements of material facts, such as regarding the identity of the customer or the purpose; there is reason to believe that the use may threaten the accommodation service to smooth business operations, safety or the reputation of the accommodation in public, without attributing this to the power of control or organization of the hotel. The resignation has to be notified to the client in writing, stating the reasons for resignation. The client in this case is not entitled to compensation.

## 1.9 Best price guarantee

*visitBerlin*-partner hotels guarantee to always offer the Client the best price for the hotel room offered under the same booking conditions at the time of booking. The terms and conditions of the best price guarantee apply, which can be found at [www.visitBerlin.de](http://www.visitBerlin.de). *visitBerlin* reserves the right to make changes to these terms and conditions at any time.

## 2. Entrance Tickets/Event Tickets

### 2.1 Bookings and provision

*visitBerlin* offers entrance tickets, event tickets and tickets for boat and city tours etc. on behalf of the service providers (cultural attractions/organisers of cultural events) as well as via *visitBerlin*'s own booking system and ticket systems cooperating with *visitBerlin* (hereinafter external systems). Should *visitBerlin* receive an enquiry in this respect, it shall be processed systematically at *visitBerlin* and the availability for the requested period and possible price category checked. Entrance tickets/event tickets and boat and city tours are offered as long as they are available in the system. Should they not be available in the system, a claim for procurement shall not exist.

Depending on the booking channel used for actual procurement (external systems, *visitBerlin*'s booking system), the Customer, after making payment, shall receive either original entrance tickets/event tickets directly at Berlin Tourist Info or by mail to the order address, or vouchers/coupons directly at Berlin Tourist Info or by mail to the order address. For online orders, the respective documents can be printed out by the Customer directly with the print@Home process. Vouchers/coupons entitle the holder to utilise the service directly in the same way as original tickets and are transferable.

In the event of loss of tickets/entrance tickets or vouchers/coupons, neither

*visitBerlin* nor the respective organiser/facility shall be liable. It is therefore recommended that the tickets/entrance tickets/vouchers/ coupons received are stored carefully and away from access by third parties, since neither *visitBerlin* nor the respective organiser/facility shall replace them in the event of loss/theft.

With regard to the services procured, the respective terms and conditions of the service provider shall apply. Regarding the vouchers/coupons issued by *visitBerlin*, it is important to take note of the times (visiting or opening times) stated in the terms and conditions of the respective facility/organiser, unless no fixed times are specified on the voucher/coupon.

### Print@Home process:

The conveyance of tickets/vouchers ordered with the print@Home process is done directly by the Customer by printing the tickets/vouchers sent electronically to the Customer. With regard to the intended purpose of the tickets/vouchers ordered, the Customer is only entitled to print one copy. He/she is not entitled to reproduce, copy or change the printed-out ticket/voucher. A print@Home ticket/voucher that has been copied or sold without authorisation shall not entitle the bearer to visit the event/facility. The ticket/ voucher barcode, which can only be used once, is electronically voided at the location of the event or the facility by a barcode scanner, or the voucher is converted into an original ticket when the code has been scanned. It is therefore impossible for additional persons to gain entrance to the event using the same barcode – e.g. by copying the barcode. Neither the organiser nor *visitBerlin* shall assume any liability if problems/damages arise due to unauthorised copying or misuse of the print@Home tickets or vouchers. Just as a conventional original document, the print@Home ticket/ voucher must be stored in a safe place for verification purposes – in order to prevent misuse. Neither the organiser/facility nor *visitBerlin* shall be responsible for the loss/misuse of print@Home tickets/ vouchers and shall not replace them. Resale to third parties is expressly prohibited for tickets/ vouchers acquired by means of the print@Home process. The Customer is responsible for protecting the ticket/voucher from access by third parties. Should a third party copy the ticket/voucher, the damage shall go to the expense of the Customer. This damage could be that the Customer is not granted access to the event/facility with his/her original ticket/voucher.

### 2.2 Payment terms

A shipment cost/administration fee in the amount of €5.00 per individual booking shall be due on tickets booked via the ticket systems cooperating with *visitBerlin*. The Customer shall be made aware of this additional charge within the context of making the booking. In addition, as a surcharge on the basic price, pre-sale fees or system fees are charged, which vary in amount according to each organiser and event, and which shall also be indicated or specified within the context of making the booking.

After successful booking, the entire amount shall be debited to the Customer's account via the credit card or through payment made by direct electronic debit – payment in cash is only possible for services that were not procured via external systems and this is limited to local payments at Berlin Tourist Infos (BTI). Payment is collected by *visitBerlin* on behalf and for the account of the respective invoice provider.

Debiting the Customer's account shall occur shortly after booking. In all events, the Customer bears the risk of delays that could arise on both banking and mailing routes. For short-term bookings, it may also be agreed that the entrance tickets or vouchers/coupons are collected at Berlin Tourist Information (BTI) centres of *visitBerlin* or delivered to the hotel in Berlin. The Customer has no claim to reimbursement of payments made to the organiser if entrance tickets/tickets or vouchers/coupons are not collected on time.

### 2.3 Bookings for groups of 16 people and more:

For booking enquiries for groups, it is recommended that the Customer requests an individual quote from *visitBerlin* as agent, which specifies the group conditions and date of payment. The individual offer shall be submitted free of charge if it is accepted. Should a contract not be concluded after an offer has been submitted, *visitBerlin* is entitled to charge the Customer an administration fee in the amount of €10.00.

### 2.4 Withdrawal from contract/cancellation

*visitBerlin* indicates that the organisers shall not exchange or take back tickets/entrance tickets or vouchers/coupons procured, unless the event is cancelled for reasons that fall within the sphere of responsibility of the organiser or the facility as service provider.

### 3. Tour guides

*visitBerlin* arranges city tour guide services, city sightseeing tours and city walking tours. These services shall be paid in advance in cash on site to the tour guide. Advance payments by bank transfer to the tour guide's account are possible only on a justified case-by-case basis, after prior agreement with *visitBerlin*, which acts as an agent – provided the tour guide offers this payment method as an option. In this case, the transfer shall be made far enough in advance for the payment to reach the account of the tour guide no later than 48 hours before the agreed service day. *visitBerlin*, acting as agent, is neither entitled nor obliged to process payments to the tour guide. Payments made within the deadline can therefore only be made directly to the tour guide itself. The tour guide fee does not include costs for entrance tickets or any other expenses incurred during the tour or trip. The number of participants per tour is limited to 25 people. The booked service may be cancelled at no cost no later than 72 hours prior to the day of service. In the event of last minute cancellations made less than 72 hours before the day of service, *visitBerlin* shall endeavour to fill the booked service elsewhere. If it is not possible to fill the booked service, the Customer shall be required to pay the fee in full. The tour guide is obliged to wait for the customer at the agreed location for at least 30 minutes. He is entitled to deduct the waiting time from the agreed service time. The Customer is obliged to wait for the tour guide at the agreed location for at least 15 minutes.

### 4. Arranging buses

*visitBerlin* arranges buses and other modes of transportation on behalf of the providers. If interested, *visitBerlin* shall submit an individual offer to the Customer on behalf of the provider. The submission of an offer is free of charge to the Visitor if the offer is accepted. If a booking is not made after an offer has been submitted by *visitBerlin*, *visitBerlin* is entitled to charge the Visitor a one-off administration fee in the amount of €10.00. The booked service may be cancelled up at most 72 hours before the tour date at no cost. In the event of cancellations at short notice of less than 72 hours before the day of service, *visitBerlin* shall endeavour to fill the booked service elsewhere. Should it not be possible to fill the service elsewhere, the Customer owes a cancellation fee in the amount of 75% of the service fee. Cancellations can be made to *visitBerlin* as well as to the service provider. It is recommended to make cancellations in writing. *visitBerlin* as agent can charge an administration fee in the amount of €5.00 for changes to and cancellations of booked services. In addition, the terms and conditions of the respective service provider apply, which shall be transmitted to the Customer with the service provider's offer.

### 5. Arranging travel packages

*visitBerlin* arranges travel packages for third party providers on behalf and

for account of the respectively named tour operator. By registering for travel, the Visitor offers the tour operator the conclusion of a binding travel contract. The contract shall be concluded with the transmission of the confirmation/invoice from the tour operator. The relevant travel conditions of the tour operator apply, which shall be transmitted to the Customer with the booking enquiry.

### 6. Other services

When procuring other services, the Customer shall receive a booking confirmation including the invoice amount due and information about payment methods from *visitBerlin* or directly from the service provider. *visitBerlin* expressly points out that the service provider is not obligated to provide the service to the Customer if he/she has not paid the amount specified on the booking confirmation or has not done so on time. The terms and conditions of the respective service provider that has sent the Customer an offer apply.

### 7. Liability

*visitBerlin* is merely the agent for external services and does not guarantee the proper performance of tourist services, but only the proper procurement of these. *visitBerlin* shall not be liable for non- or bad performance by the service provider within the context of the contract arranged. *visitBerlin's* liability arising from its agency activities is excluded for damages due to ordinary negligence that do not involve bodily harm. Otherwise, liability is limited to gross negligence or intent. *visitBerlin* shall not be liable for disruption due to force majeure or strikes or problems with transmission in the communication network. *visitBerlin* shall not be liable for faults which do not lie within its sphere of responsibility.

### 8. General

The invalidity of individual provisions of the Terms and Conditions shall not result in the invalidity of the entirety of the Terms and Conditions. These Terms and Conditions apply exclusively to agency services provided by *visitBerlin* and to offers, which *visitBerlin* expressly prepares in its own name and with its own invoice to the Visitor. Place of jurisdiction is Berlin.

#### Agency:

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