

English / Englisch:

Booking Terms and Conditions of the tour operator “My Ancestor’s Journey” for city walking tours in Bremen, Germany

Dear guests,

In the following, you will find the General Terms and Conditions for booking a city walking tour in Bremen with the tour operator *My Ancestor’s Journey* and the tour guide Sonja Irani.

Legal position between the contracting parties

The contract is concluded exclusively between the tour operator *My Ancestor’s Journey* and the tour guide Sonja Irani (hereinafter called “tour guide”) and the client (hereinafter called “guest”).

Please read these terms and conditions carefully before making your booking.

Conclusion of the tour contract

With the order for the tour a service contract is created and the guest accepts the General Terms and Conditions (GTC) that are effectively used as a basis for the contract.

Unless otherwise agreed, the booking of a guided tour is usually made by the guest’s written confirmation of the tour guide’s offer. The contract is concluded with the receipt of the tour guide’s declaration of acceptance. It does not require any particular form.

If the booking is made by a third party designated as the group client, i.e. an institution or company (e.g. private group, adult education center, school class, association, bus company, tour operator, incentive or event agency, travel agency), then this third party is the sole contracting party, unless it expressly acts as the legal representative of the later participants in accordance with the agreements made. In this case, the Group Client shall be fully liable to pay the agreed remuneration or any cancellation costs.

The guest is advised that in the case of all the above-mentioned booking types there is no right of withdrawal for contracts concluded by distance selling after conclusion of the contract due to the statutory provision of § 312 g Para. 2 Sentence 1 No. 9 BGB (German Civil Code).

Group size

Unless otherwise specified, the maximum number of participants per group for a walking tour is 25 people. If the group size is exceeded, the assignment of an additional tour guide is necessary. For city tours conducted by bus, one tour guide will be assigned per bus.

Conduct of the contract

In the booking confirmation, all details relevant to the tour such as date, time, duration, meeting point, number of participants, type of tour, fee and mode of payment are listed. The information on the duration of the guided tours is approximate. Guided tours take place in all weather conditions. If necessary, an alternative can be arranged by individual agreement.

Changes or deviations from the agreed content of the booking are permitted, provided that the changes or deviations are reasonable for the guest, taking into account the interests of the tour guide. Changes or deviations are reasonable, especially if they are not substantial and do not significantly affect the overall layout of the booked tour or if external circumstances exist for which the tour guide is not responsible – e.g. road closures, closure of museums, unanticipated illness of the tour guide, etc.

If the changes or deviations are not reasonable for the guest, taking into account the interests of the tour guide, the guest has the right to withdraw from the contract.

Delayed start of the tour

The guide waits 15 minutes after the agreed upon time for the entire group to appear. He/she is available from the agreed starting time for the booked tour – including the waiting time. If the group has informed the guide (by telephone) about the delay, the waiting time will be extended by arrangement.

If the guest arrives late, there is no entitlement to the complete provision of the service. If the service is nevertheless rendered in full by mutual agreement, the tour guide may insist on an increase in the fee previously agreed upon with the guest on site.

If the guide is late, the guest can demand full performance of the service. If this is not possible due to time constraints, the guest may claim a reduction of the fee corresponding to the lost time of performance.

Payment

Unless otherwise agreed, the fee is to be paid in full within 10 days after receiving a tour confirmation sent by the tour guide. Unless otherwise agreed, the payment is made online through the payment platform *WeTravel*.

After prior agreement with the tour guide, the fee may also be paid in cash on the day of the tour. The guest will receive an invoice for this.

Entrance fees to museums or other facilities, catering costs as well as transport costs with public and private means of transport are only included in the agreed price if they are expressly listed under the services of the guided tour or are additionally agreed.

Tour cancellation and cancellation costs

Cancellation by the guest:

The guest may cancel the booked service free of charge up to 10 days before the start of the tour. In case the guest wishes to cancel the tour, the guest has to inform the tour guide in writing via email before the starting time of the tour.

Cancellation costs for city walking tours are as follows:

1. Up to 7 days before the tour's starting time: free of charge (the guest will receive a full refund of the price paid).

2. Within 7 days up to 24 hours before the start date of the tour, a cancellation fee of 50 % of the agreed fee will be charged.

3. Less than 24 hours before the tour's starting time or in the event of a "no show" (customer does not come to starting point at the agreed starting time of the tour and does not inform the tour guide): 100 % of the tour price (no refunds can be made by the tour guide to the guest).

Cancellation by the tour guide:

Should the tour guide not be able to provide the contractually agreed service for reasons which were not known at the time the contract was concluded, she shall undertake to organize another tour guide who is fully suitable for the agreed tour and inform the guest of this.

Should this not be possible in extreme exceptional cases (e.g. sudden illness, accident on the way to the meeting point), the tour must be cancelled. In this case, any fees already paid by the guest will be refunded in full to the guest.

Liability

The tour guide is liable for damages, which are not bodily injuries, only for intent and gross negligence and for the violation of essential contractual obligations (cardinal obligations). In case of negligent violation of cardinal obligations, the liability of the tour guide is limited to contract-typical and foreseeable damages and in any case to three times the value of the offered service.

This limitation of liability also applies to the tour guide's vicarious agents (other tour guides that will conduct the tour on behalf of the main tour guide in case she cannot conduct the tour herself).

Privacy

The tour guide informs the guest about the processing of his personal data in the data protection declaration on his website. This can be found at: <https://myancestorsjourney.com/privacy-policy/>

The tour guide complies with the provisions of the BDSG and the GDPR when processing personal data. Personal data is all data that relates to a person personally (e.g. name, address, email address). This data is processed insofar as it is necessary for the appropriate processing of the guest request, booking request, for the implementation of pre-contractual measures or for the fulfillment of the contract from the travel contract.

Data processing is permitted for the stated purposes in accordance with Article 6 Paragraph 1 Sentence 1 Letter b GDPR. The data will not be passed on to unauthorized third parties without the express consent of the customer.

The guest has the option at any time to call up his stored personal data, to request information about them, to have them changed, corrected or deleted, to have their processing restricted, to object to their processing, to have them transferred or to lodge a complaint with a supervisory authority to complain about the processing (all rights under Art. 15 to 20 GDPR). The data will be deleted when they are no longer required for the fulfillment of the contract or when their storage is prohibited by law.

Application of German law and other information and other information

Only German law applies to the entire contractual and legal relationship between the customer and the tour operator. If the customer is a merchant or a legal entity under private or public law, or a person whose place of residence or habitual abode is abroad, or whose place of residence or habitual abode is not known at the time the action is filed, the place of jurisdiction shall be the seat of the tour operator (Bremen, Germany).

The European Commission provides a platform for online dispute resolution (OS) for the out-of-court settlement of consumer disputes for travel contracts concluded in electronic legal transactions, which the customer can find at <https://ec.europa.eu/consumers/odr>. Dispute settlement before a consumer arbitration board. The tour guide points out with regard to the law on consumer dispute resolution that she does not participate in a voluntary consumer dispute resolution.

If a consumer dispute resolution would become obligatory for the tour guide after the printing of these conditions, she shall inform the guest of this in an appropriate form. The tour guide refers to the European online dispute settlement platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions. Should one or more provisions be ineffective, the other provisions shall not be affected thereby.

Tour Operator:

My Ancestor's Journey

Sonja Irani
Sole proprietorship
EU VAT ID no.: DE299545951
An der Schuttenriehe 9a
28259 Bremen
Germany
Phone: +49(0)42180921724
Email: contact@myancestorsjourney.com Website: www.myancestorsjourney.com

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