



# LUTHERSTADT WITTENBERG TOURIST-INFORMATION

## General Terms and Conditions of Business for Guided Town Tours

### 1. Conclusion of contract:

1. Bookings can be made by telephone, online, mail, fax or post.
2. A contract is formed between the guest and the Tourist Information Office of Lutherstadt Wittenberg on receipt of written confirmation of the booking.
3. In the case of tours booked at short notice where it is no longer possible for the Tourist Information Office of Lutherstadt Wittenberg to send written confirmation, the verbal confirmation given by the Tourist Information Office of Lutherstadt Wittenberg is deemed to be binding.
4. The booking confirmation contains the date of the guided tour (date & time), the meeting point, the size of the group and the price of the tour. Price information is non-binding until the booking confirmation is received.
5. If the guest requires a change of an already confirmed booking, a change fee of € 15.00 per change will become due.
6. With receipt of the booking confirmation, the guest accepts the General Terms and Conditions of Business listed here.

### 2. Group size:

1. The maximum group size is 30 persons.
2. If the group is larger than 30, a further guide will be booked. If no further guide is booked at the guest's request, the Tourist Information Office of Lutherstadt Wittenberg distances itself from any defects in quality.

### 3. Terms of cancellation:

1. Booked town tours can be cancelled up to 7 days before the agreed date of the tour free of charge.
2. Thereafter the following cancellation fees will apply:
  - up to 3 days before the date 25 %
  - up to the day before the date 50%
  - on the day of the tour: 100 %
3. If the guest does not appear without having cancelled beforehand and such cancellation having been confirmed in turn by the contractor, a fee amounting to 100 % of the agreed price will be charged.
4. The Tourist Information Office of Lutherstadt Wittenberg is entitled to cancel a booked tour if the minimum number of participants specified is not reached or the guide falls ill and the Tourist Information Office of Lutherstadt Wittenberg is unable to provide any suitable replacement.
5. Different terms of cancellation apply to visits to the Luther House and the Melanchthon House as part of a guided tour (see 8.).

### 4. Waiting time and no-show fees

1. The guide will wait at the agreed meeting point for a maximum of 30 minutes beyond the agreed time unless the Tourist Information Office of Lutherstadt Wittenberg or the guide themselves has been informed of a delay. After this waiting time has elapsed and if the guest has not appeared, the guided town tour will be deemed to have been cancelled without notification, i.e. the entire fee will be due.
2. If a delay of more than 30 minutes is announced, a waiting fee of € 15.00 per group will become due.
3. If the guest is late, they will no longer be entitled to full performance. If the availability of the guide does not permit them to maintain the planned length of the tour, it will

be reduced in accordance with the delay. This will not affect the Tourist Information Office of Lutherstadt Wittenberg's entitlement to its fee.

4. Tours which last longer than 2 hours can be interrupted at the request of the customer (e.g. lunch, prayers, etc.). In this case, a waiting fee of € 15.00 per guide will become due.

### 5. Payment:

1. Payment of the tour price will be made in cash (payment by EC or credit card also accepted) in the Tourist Information Office of Lutherstadt Wittenberg, or by invoice.
2. If payment is by invoice, the client will be sent the invoice before the tour. The invoice amount will be transferred to the account specified in the invoice, quoting the invoice number.
3. It is not possible to make payment to the guide in cash.
4. If sites are viewed from within during the tour, the entry fees for each site must be paid. Payments by EC or credit card form an exception to this rule.
5. Prices include the statutory rate of VAT.

### 6. Information on the guided tours:

1. Participants join the tour at their own risk.
2. In the case of minors, the ordering party must guarantee that they will be supervised by someone also taking part in the tour. If in the case of children's or youth groups, there is not at least one supervisor present during the tour, the guide may refuse to conduct the tour although the entitlement to the tour fee will remain in place.
3. The guide is entitled to break off the tour if they cannot reasonably be expected to continue (e.g. as a result of guests under the influence of alcohol). This will not entitle the guests to reduce the tour fee.
4. Guests will not be entitled to compensation if, for example, sudden changes are made to elements of the programme as a result of force majeure. This applies in particular to the times when churches are open as the Tourist Information Office of Lutherstadt Wittenberg has no influence on their opening hours.

### 7. Provision of services:

1. On request, the Tourist Information Office of Lutherstadt Wittenberg will pass on theme tours and event tours to freelance guides as well as other services from other suppliers.
2. If there is interest in a brokered tour, the Tourist Information Office of Lutherstadt Wittenberg will check the availability of the relevant guide. If the response is positive, the guest will receive a corresponding confirmation of provision from the Tourist Information Office of Lutherstadt Wittenberg.
3. A contract is concluded between the client and the service supplier on receipt of the confirmation of provision. The supplier's General Terms and Conditions of Business apply or if they do not have any, those of the Tourist Information Office of Lutherstadt Wittenberg.
4. Payment will be made in cash to the supplier unless otherwise agreed. Payment by invoice is possible in individual cases.
5. The guide will wait at the agreed meeting point for a maximum of 30 minutes beyond the agreed time unless the Tourist Information Office of Lutherstadt Wittenberg or the guide themselves has been informed of a delay. After this waiting time has elapsed and if the guest has not appeared, the guided town tour will be deemed to have been cancelled without notification, i.e. the entire fee will be due.



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6. If a delay of more than 30 minutes is announced, a waiting fee of € 30.00 per group will become due.
7. The Tourist Information Office of Lutherstadt Wittenberg accepts no liability for the services brokered. If the services brokered result in damages, defects or drawbacks for the guest, these must be settled with the particular company provided.

## **8. Guided tours through the museums of the Luther Memorials Foundation of Saxony-Anhalt**

1. The following points relate to guided tours through the Luther House and the Melanchthon House. It is immaterial in the process whether a simple tour of the exhibition is booked or the visit is part of a group tour.
2. Tours through the above-mentioned exhibitions must be registered with the Luther Memorials Foundation in Saxony-Anhalt. If visits to the sites mentioned are requested as part of a guided tour of the town, the Tourist Information Office of Lutherstadt Wittenberg will conclude a contract with the Luther Memorials Foundation in Saxony-Anhalt on your behalf.
3. Due to the nature of the sites and for reasons of conservation, the maximum group size is 30 persons (incl. travel guides, bus driver, accompanying person for school classes, etc.). If the group is larger than 30, a further guide will be booked. No more than two groups can be conducted at the same time.
4. Guided tours can only start at the beginning of the hour. If the guests are more than 15 minutes late for the agreed tour, their right to visit the exhibition will expire. Tours of the museums specified in 8.1 can be cancelled either by letter to the Tourist Information Office of Lutherstadt Wittenberg, Schlossplatz 2, 06886 Lutherstadt Wittenberg or by email ([info@lutherstadt-wittenberg.de](mailto:info@lutherstadt-wittenberg.de)). No fee will be charged if the cancellation or partial cancellation (e.g. reduction in the number of participants) reaches the Tourist Information Office of Lutherstadt Wittenberg up to 16 working days before the date of the tour. The day on which notification is received by the Tourist Information Office of Lutherstadt Wittenberg determines whether the deadline has been met. The customer must provide the evidence.
5. If cancellation or partial cancellation is made after the specified deadline, the following fees will be charged per group:
  - a. Lutherhaus € 60.00 incl. VAT
  - b. Melanchthonhaus € 40.00 incl. VAT

Place of jurisdiction: Hamburg  
As on: October 2018