

## Terms and Conditions for tours / events

### **Introduction**

Bavarian Experience is active in the field of events and conducting tours of southern Bavaria. These Terms and Conditions govern the contractual relationship between Bavarian Experience and the participants.

### **1. REGISTRATION AND CONCLUSION**

With his written or oral application provides the contracting party / the other party, hereinafter referred to as Customer, a binding closure of a travel contract. This application applies to all group programs for the entire group and to the demands from the settlement. By applying, the customer accepts the terms and conditions.

The booking is binding as soon as Bavarian Experience, referred to below as the organizer, confirms the booking in writing, by fax, verbally or by e-mail.

### **2. CONTENT OF OFFER**

The individual content of these tours, or events are announced to the participant by Bavarian Experience based on flyers, site description or file attachment via e-mail.

### **3. PAYMENT METHODS**

The participant pays the fees agreed on in advance by bank transfer or cash, depending on the agreement.

### **4. CANCELLATION**

When individually agreed tours participation can be cancelled free of charge until 3 day before the event. For cancellations on the day of the event 100 % of the costs to be paid.

When individually agreed tours free cancellation is not possible.

### **5. COMPENSATION**

The participant is responsible for himself and his property during the tour. Bavarian Experience is only liable for damages due to grossly negligent planning and execution.

### **6. SERVICES AND MODIFICATIONS**

The range of contractual services is based on the service descriptions of the organizer. Additional agreements require written confirmation by the organizer.

The loss of individual services not entitled to retain the contract sum or partial withdrawal, unless there are reasons that are not justifiably the organizer. Is the elimination of individual services due to the organizer; he has the right to replace these services by equal ones. The organizer is obliged to inform the customer accordingly. If necessary, the organizer will offer the customer a free rebooking or a free resignation.

## **7. EXCLUSION OF PARTICIPANTS BY THE TOUR GUIDES**

Bavarian Experience, represented by his supervisors, holds the legal right, to exclude heavily drunk or disturbing people at any time from the tour.

The organizer may withdraw from the contract in the following cases:

- By force violence
- In case of sudden illness of a tour guide
- If the customer or the participant inside a group of customers to hold the event, despite a warning, continues to disturb or if it violates the contract to such an extent that immediate termination of the contract is justified.
- If the customer fails to meet the agreed terms and conditions.

### **7.1. BACHELOR PARTY**

For the smooth procedure of the tours and / or events Bavarian Experience binds the participants who belong to a hen do or to a stag night to meet the following rules:

1. Do not appear too drunk to the event.
2. To abstain from costumes of any kind.
3. No Sales games during the tour.

The failure to meet one of the above points leads to exclusion from the tour at any time by Bavarian Experience, represented by their guides

## **8. LIABILITY**

Bavarian Experience is liable as the organizer for the conscientious preparation of the events, the careful selection and monitoring of service providers, the accuracy of the specifications and the proper provision of contracted service.

Bavarian Experience is not liable for benefits that are obtained as external services from other providers (eg tour other providers, theater, museum or exhibition visits, train, bus or taxi rides, etc.) and others which are explicitly marked in the event description as external services.

In addition, no liability is accepted for accidents or damage.

## **9. CO-OPERATION**

The customer or the participant inside a group of customers are obliged to cooperate in disruptions to services under the statutory provisions to avoid or minimize any damage. The customer or the participant / inside a group of customers are particularly obliged to report problems immediately to Bavarian Experience.

## **10. DATA PROTECTION**

The customer agrees that the data provided for the completion of the agreed performance continues to be used by the organizer for customer service. This information will not be disclosed to third parties for the purposes of the Data Protection Act.

## **11. SEVERABILITY**

If any provision or part of any provision of these Terms and Conditions is or becomes invalid, the validity of these terms and the remaining terms shall not be affected. Instead of the invalid provision an appropriate provision that comes closest to the intended purpose shall step in. Place of jurisdiction is Munich.

Bavarian Experience Gbr

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- Adrian Auer -