

Terms of rent-a-guide

Version: October 20th 2016

§ 1 Scope

These general business terms apply in their current version for the whole use of the website “rent-a-guide.com” and any additional booking platforms, which are offered by the rent-a-guide GmbH, Hustr. 6, 44787 Bochum, Germany - hereinafter named “rent-a-guide.com”; the bookings via and the presentation of these websites. Conflicting or deviating terms of business are expressly rejected.

§ 2 Services of “rent-a-guide.com”

“rent-a-guide.com” offers a booking website on which the user can book a service directly at the provider. The booked service is not offered or performed by “rent-a-guide.com” itself, unless it is explicitly indicated in the booking process or elsewhere. Only the provider will be the affiliate of the user. “rent-a-guide.com” only provides the technical possibilities for the booking and the payment of the booked services and acts on behalf of the provider.

Only the provider is responsible for the description and performance of the offered service. “rent-a-guide.com” has no influence on the contentual presentation, the description or the performance of service offered by the provider. Therefore, a claim for performance for the booked service only exists towards the provider; not towards “rent-a-guide.com”.

The provider can link the performance of his service to specific conditions (e.g. height, weight, health, etc.). These conditions will be added to the advert by the provider. In individual cases, this can mean that a service is not available for every potential user.

§ 3 Booking process

The single adverts of the providers are not a firm offer. The user chooses one of the adverts, chooses day and time for the performance of the service, clicks on “book”-button, enters his contact details and clicks on the button “confirm booking”. With this, he hands in a firm offer to the provider. “rent-a-guide.com” accepts the offer on behalf of the provider.

If the provider and the selected service are available on the selected day, “rent-a-guide.com” confirms the conclusion of contract with the provider – on his behalf – immediately. The acceptance of the offer by the provider takes place on condition that all the given contact details of the user are correct and complete and that the booked service is paid before its performance. With this, a binding contract is accomplished between the user and the provider.

In some cases the booked service has to be reconfirmed by the provider. The contract is then only binding when the booking has been reconfirmed by the provider. After the conclusion of contract “rent-a-guide.com” sends a booking confirmation to the user as well as a copy of the data given by the user for the processing of contracts to the provider.

With the completion of the booking you agree to receive our regular rent-a-guide newsletter.

§ 4 Payment process

After the booking “rent-a-guide.com” provides several payment methods to the user, such as credit card, PayPal or bank transfer. The user chooses a payment method and performs the payment. Only with the credit advice of the complete payment, the conditions in §3 are fulfilled.

If the selected service of the provider starts before the credit advice arrived at “rent-a-guide.com” the postponing condition is not fulfilled and the user has no right to participate at the offered service of the provider.

The payments made via credit card will be managed by the rent-a-guide GmbH. If a tour should be cancelled, the rent-a-guide GmbH grants the customer a credit advice.

§ 5 Cancellation rights of the customer

The exercise of the cancellation right happens via “rent-a-guide.com” on behalf of the respective provider. The cancellation has to be send via email to storno@rent-a-guide.de. The cancellation can only be handled if the user gives the booking code as well as the entire booking data. If the cancellation arrives in time the already made payments will be paid back immediately. A possible cancellation fee can not be refunded.

The cancellation deadlines of the provider apply. Cancellation deadlines are counted by hours. For example, a cancellation deadline of 1 day is only met, if the user cancels not less than 24 hours before the tour start. To make a cancellation, the user may either use the cancellation system linked in the booking confirmation, or by writing an email to both storno@rent-a-guide.de and the tour provider.

§ 6 Responsibility of “rent-a-guide.com”

“rent-a-guide.com” is liable for the contractual breach of duty as well as in delict only for premeditation and culpable negligence. This does not obtain insofar damages are concerned which affect life, body or health, nor the fulfilling of cardinal obligations and accordingly the replacement of damages caused by default (§ 286 code of federal law). If the liability for the damages are not due to the hurt of life, body or health and if a ordinary negligence can not be excluded, such receivables prescribe within on year starting with the accrument of the receivables.

Should the price of one of the mediated tours be raised after the booking and the local provider request an additional payment, rent-a-guide cannot be held responsible for the liability of the amount. The difference has to be paid by the customer, who will also be offered to cancel the tour without fees. The local provider and rent-a-guide will agree on the handling of the payment. Should both parties be unable to agree on a method, the information obligation is with the provider. In that case the additional payment, unless otherwise agreed, will be made by the customer on site.

§ 7 Resale

Every commercial resale of the booked service of the provider without the permission of “rent-a-guide.com” is forbidden. If you do so. there might be compensation claims by “rent-

a-guide.com”.

§ 8 Data privacy

“rent-a-guide.com” endeavours to guarantee a comfortable service. The data which is therefore necessary will be saved due to the policies of the privacy policy of “rent-a-guide.com”.

According to these, the user has always the possibility to demand the deletion of his data as long as they are not necessary for the processing of contracts. To demand a deletion send an email to support@rent-a-guide.de.

“rent-a-guide.com” guarantees that the data will not be given to third parties, except to the guides, so that they can identify the user and can get in contact with the user if there are any problems.

Apart from that, the privacy policies of “rent-a-guide.com” take place (rent-a-guide.com/privacy).

The provider has committed via “rent-a-guide.com” that he will delete the data of the user after the performance of the service.

§ 9 Ratings

Seven days after the booked service took place, “rent-a-guide.com” sends a link to every customer, by which the user can evaluate the booked provision of services anonymously after the provision of services took place. The supplier agrees to the possibility of this rating by the user.

The user obliged to evaluate objectively and to not use penally relevant or morally offensive phrases.

The user has no right that his rating is going to be published. Especially if the user used penally relevant or morally offensive phrases, “rent-a-guide.com” is always authorised to delete the evaluation without substitution. If the supplier does not agree with the rating the supplier has to disprove the statements of the user under offers of proof.

§ 10 Choice of law – Court of jurisdiction

Insofar as allowed by law, for the services of “rent-a-guid.net” the German law obtains. If you have no natural forum in Germany or in any other EU Member State and if you are a tradesman, have separate assets by public-law or if you have moved your place of residence abroad after these General Business Terms became operative or if your common whereabouts are not known at the date of the commencement of an action, the domicile of the rent-a-guide GmbH is the only address for service for any conflicts from this contract.

§ 11 Salvatorius Clause

If one of the clauses of these General Business Terms is effectless, the effectivity of the other clauses will be unaffected by this. In case of an ineffectiveness of a clause it will be

replaced by a clause which comes profitably as close as possible in spirit and purpose to the effectless clause in a legally effective way. This also obtains for possible unintended omissions. If these terms and conditions are available in different languages, the German version shall prevail for interpretation issues.