

General Terms and Conditions of the Berliner Unterwelten e.V.
These general terms and conditions apply to the participation in our tours and seminars,
and also the visit to our theatre performances and exhibitions.
(Status: May 2009)

§ 1 Scope of Application

The following terms and conditions cover the legal relations between the Berlin Underworlds Association, referred to henceforth as "BU" – and the participant in our tours (regular and group tours), seminars, theatre performances and/or exhibitions.

§ 2 Formation of Contract

1. The contract with participants on group tours and theatre performances for groups is formed as follows: upon request, BU sends the interested party a written offer ("service offer"). By signing and returning this offer, the interested party accepts this offer. 2. In the case of a continuing business relationship, a request for a group tour or theatre performance for groups can be made in writing and confirmed by BU with a stamp and signature. 3. The contract with participants in seminars comes into effect as follows: the interested party fills out the registration form, and BU confirms this in the by confirming the registration.

§ 3 Method of Payment

1. The price of the seminar must be paid by bank transfer to the account listed below at least two weeks before the seminar begins. 2. The price for group tours and theatre performances for groups must be paid in cash directly after the tour to the guide or cashier or within two weeks of receiving an invoice from BU. Invoices are issued only after the group tour or theatre performances for a group has taken place. EC or credit cards are not accepted.

§ 4 Conditions of Participation and Rules of Conduct

1. The tours, seminars, exhibitions and theatre performances of BU are generally not provide accessibility for disabled guests. Smoking is generally prohibited. Guests are prohibited from bringing animals. Photography and filming is generally forbidden in facilities supervised by BU. Exceptions can be made in individual cases by the personal of BU. The instructions of BU personal are to be followed at all times. 2. For some tours (namely, Tour 2, D and E) and seminars there are age restrictions, or it is specified that minors must be accompanied by a parent or guardian. For some tours (namely, Tour 2, D and E) and seminars there are certain requirements for clothing and equipment. Details are available in the flyers and/or on the BU website and/or in the registration confirmation and/or during the safety and security briefing.

§ 5 Limitation of Liability of BU, Non-Liability in Particular Cases

1. The liability of BU for contractual breach of duty or delict is limited by malicious intention and gross negligence. This does not apply to the death; injuries to the body or health of the participant; or to the claims of a violation of cardinal obligations and compensation for damages caused by delay (§ 286 BGB). In this respect BU is responsible for every degree of fault. The liability in the case of a violation of cardinal obligations will be limited to the expected damages. Cardinal obligations are the essential contractual obligations, which are necessary elements of the contract, the contents of which the contractual partners may trust to be carried out. 2. In particular cases the owner or holder of an object may make, as a requirement of entry, the signing of a waiver of liability or disclaimer. In this case the participant/visitor must hand in a signed waiver of liability or disclaimer. Should this be necessary, the form will be provided by BU. The waiver of liability or disclaimer relates only to the relationship between the owner/holder of the object and the participant or visitor. The relationship between BU and the participant/visitor remains as described above in the limitations of liability: § 5, point 1, sentences 1-5.

§ 6 Exclusion of Participants/Visitors

Participants/Visitors that are observed to be intoxicated; disrupt the flow of a tour, seminar, etc; endanger other persons; act contrary to the instructions of the personal of BU or the terms and conditions of BU; in particular cases do not except the safety briefing or refuse to submit a waiver of liability or disclaimer (§ 5, point 1) can be refused entry or continued participation or permission to stay an object of BU by the guide or supervisory staff of BU. The refusal should, when possible, take place after the affected person has been warned. The ticket price will not be refunded for participants who have been excluded for the aforementioned § 6 reasons.

§ 7 Withdrawal from Contract by BU, cancellations by Participants/Visitors, Changes in the Programme by BU

1. Should a tour, exhibition, theatre performance, or seminar be impossible or extremely difficult to carry out as a result of circumstances beyond the control of BU (for example: an act of nature, sickness, public transport strike), BU maintains the right of withdraw from the contract. Additionally, BU maintains the right of withdrawal when the minimum amount of participants is not reached – 5 people for seminars and 7 persons for theatre performances. The BU must use the right of withdrawal without delay. Entry prices that have already been paid by the visitor/participant will be immediately refunded. 2. In the case of a contractually organized group tour or theatre performance for groups, the participants/visitors have the right to cancel without giving reasons. If the cancellation is made more than 7 days before the tour/performance, there will be no cancellation fees (=price after saved expenditure) charged by BU. If the cancellation is made more than 24 hours in advance of the tour/performance, 30 percent of the price will be charged as a cancellation fee. If the cancellation is made within 24 hours of the tour/performance, 80 percent of the price will be charged as a cancellation fee. The participant/visitor has the right to provide proof that the saved expenditure is more than 70% or respectively 20 percent of the price. 3. BU reserves the right to make minor changes in the programme of seminars, group tours and regular tours (for example, in respect to the time or duration) should it be impossible or extremely difficult to carry out the programme as planned as a result of circumstances beyond the control of BU. The participant does not have the right to withdraw from the contract or demand compensations because of such a change in programme.

§ 8 Late Arrival of Participants/Visitors to Group Tours

Should the participant/visitor arrive late to a contractually agreed tour, they are in default. In the case of a delay of less than 30 minutes, BU has the right to shorten the duration of the tour by the amount of time that the start of the tour was delayed, without compensation. If the participant/visitor arrives more than 30 minutes late to a contractually agreed tour, BU is entitled to the price of the tour after the deduction of the saved expenditure. In this case, the participant/visitor loses the right to the carrying-out of the group tour. The saved expenditure will be estimated at 20 percent of the price. Here the last sentence of § 7, point 2, applies correspondingly.

§ 9 Severability Clause

Should one element of the general terms and conditions be invalid or invalidated, this does not affect the efficacy of the remaining elements. In case of any uncertainties which arise due to errors in translation, the German version of this disclaimer is the legally binding one.

Berlin, the 28th of May, 2009

The steering committee