



SEG TOUR

## General Terms and Conditions

### SEG TOUR GmbH

#### § 1 Application/Booking

1.1 Your application constitutes an offer for us to fulfill a service and rental contract pertaining to a led tour through the chosen city with SEGWAY vehicles as described on our homepage [www.Seg-Tour.de](http://www.Seg-Tour.de) in addition to its listed prices. Applications will be accepted online or by phone, for which you must register and provide necessary information on a customer account.

1.2 For each booking, you as well as all registered participants are required to:

- be at least 15 years old and
- possess either a driver's license or Mofa/Moped test certificate and
- possess valid personal identification or a passport.

As further prerequisites to participate, you must:

- weigh at least 45 kg and up to a maximum of 117 kg,
- be in suitable driving condition,
- not suffer from any chronic illnesses such as epilepsy, heart/circulatory conditions or similar ailments,
- not be subject to any other health-related limitations that may prevent or impede safe usage of the vehicle and
- not have consumed neither alcohol nor drugs before tour start.

Furthermore, we strongly recommend that pregnant women should not participate in a tour.

1.3 A contractual agreement is made upon our mailing of the tour confirmation. The applicant is responsible for contractual obligations of all people listed in the application.

1.4 With your application, you permit us to process, save, as well as share your submitted data for contractual purposes within the framework of data protection and privacy laws. Data disclosure will only occur as required to protect justified interests or for entities as stated in German legislation, while ensuring the protection of your interests in the process.

#### § 2 Tour Procedure

2.1 Meeting point for you and all other participants will be at the location mentioned in the booking confirmation. Departure point for the tour will be the offices of the SEG TOUR GmbH in the selected city. We ask that you and all other registered participants arrive on time – no later than 10 minutes prior to the tour beginning – at the meeting point with

- valid identification documents and
- driver's license or test certificate.

2.2 The price for the tour can be paid prior to the voyage in either cash, with EC or credit card, (VISA, MASTERCARD, etc. valid for at least an additional 6 months) or with a voucher. (see 1.4)

- 2.3 For approximately 20 minutes prior to the beginning of the tour, we will provide a detailed orientation in the usage and control of the SEGWAY and explain safety tips and instructions. For your safety, you will be provided with a helmet recommended to be worn during the trip.
- 2.4 Participation during orientation as well as the tour occurs at your own risk. We reserve the right to exclude participants who have a doubtful command of the vehicle, violate safety directives or instructions given by the tour leader, continually disrupt the tour, or present a danger to themselves or others. For cases of justified removal we reserve the right to deny a refund.
- 2.5 You have the possibility of storing small bags as well as other personal items not permitted on the tour in our offices. However, we are not responsible for any items or personal belongings stored so please ensure these are secured accordingly.
- 2.6 The tour guide, carefully selected and trained by us, is bound to the our specified tour which can only take place on SEGWAY licensed streets and paths, for which moped-valid traffic laws apply. Under no circumstances can pedestrians in shared traffic areas be endangered while using the SEGWAY. Therefore, you are obligated to adhere to the instructions of the tour guide and not authorized to leave the route. The tour guide reserves the right to alter the tour for safety reasons or to shorten it should the tour exceed its time limit.
- 2.7 The tour will end after a distance of approximately 12 km and a duration of approximately 2.5 hours at the offices of SEG TOUR GmbH. SEGWAY vehicles are to be returned to the tour guide who will examine them for any damage. Premature termination of the tour and return of the SEGWAY vehicles at a different location is not permitted except in emergencies or for safety reasons.

### § 3 Tour Cancellations

- 3.1 We reserve the right to cancel a confirmed tour should
  - the minimum participant number of two people not be achieved,
  - the outside temperature be less than 10° C,
  - the weather forecast call for an 85% chance of rain or greater.In these cases we will inform you 24 hours in advance by your submitted email address. Should it begin to rain prior to the beginning of the tour contrary to weather forecasts, the tour guide will use discretion regarding whether the tour will take place or not. The tours general layout allows for shelter during brief showers. Rain ponchos will be provided upon request on a loan basis.
- 3.2 Tour payment is not required in the case of cancellation by SEG TOUR GmbH and no cancellation fees will be incurred.
- 3.3 Should the tour not be able to take place or be arranged as planned due to acts of God, traffic endangering conditions, special traffic situations or other operating or traffic disruptions beyond our influence and ability to predict, we reserve the right to withdraw from the contract prior or during the tour, or to change the course of the tour. In such cases there is no entitlement to compensation for tour costs or other damages e.g. trip costs or similar expenses.
- 3.4 Should the tour be cancelled due to weather, you are entitled to partial compensation of €40.00 provided that less than 1/3 of the tour distance has already been covered.

### § 4 Booking Cancellations and Modifications/ Withdrawal

- 4.1 Should you cancel your booking 14 days prior to your reservation, you will only be charged the processing fee of €15.00 per participant. Cancellations up to 72 hours prior to the reservation are subject to a charge equivalent to 50% of the regular price.
- 4.2 Short-term cancellations, "no-shows", and latecomers will be charged the full price.
- 4.3 When guests arrive late, the tour guide is entitled to alter or shorten the tour so that the tour ending will be adhered to and following tours will not be influenced in their procedure.

## § 5 Liability and Insurance

- 5.1 SEG TOUR GmbH will do its utmost to ensure the proper condition of its vehicles. Should a vehicle break down and no replacement vehicle be provided within 60 minutes, you reserve the right to withdraw from the contract.
  - 5.2 The liability of SEG TOUR GmbH, its representatives or assistants, regarding malicious intent or gross negligence, is to be determined by legal provisions. Furthermore, STD GmbH is only liable for culpable violations of duties that are prerequisites for orderly fulfillment of the contract and any participant normally expects to be observed and upheld. Any claims for damages due to significant violation of contractual obligations are limited by contractually typical and foreseeable damages. Liability in accordance to legal provisions regarding damage to life, limb or health, and based on negligent or malicious violations of duty by SEG TOUR GmbH, its representatives or assistants, remains unaffected.
  - 5.3 Participation in the tour and usage of SEGWAY vehicles occurs at one's own risk. You are liable for self-inflicted accidents as well as any resulting consequences.
  - 5.4 Our vehicles are insured in accordance to legal liability insurance. Coverage for general damage of property to third parties, financial loss, or personal injury, any of which that occur during operation of the vehicle, become omitted or limited by maliciously or negligently induced damages as well as by breaches of obligation.
- As a result, you are obligated, in the case of accident, theft or other harmful events, to fill out a claim report and inform the police.
- 5.5 As a participant, you are liable for any changes or deterioration to the vehicle pertaining to its non-contractual usage. Therefore, you are liable, during the duration of its possession, for all damages to the vehicle, the loss of the vehicle, as well as additional damages such as recovery costs, consulting expenses, loss of rent etc. should any of the aforementioned be attributable to you.
  - 5.6 Liability is restricted based on hull insurance agreed upon by SEG TOUR GmbH, according to which compensation will be restricted to a deductible equivalent to 10% of damage recovery costs, up to a maximum of €250.00, in the event of loss or damage, and 10% of retail or recovery value in the case of theft, provided that such damages are not incurred due to malicious intent or negligence.

## § 6 Vouchers and Validity

- 6.1 You have the possibility to acquire vouchers for all 3 hour tours offered by us. Vouchers can be redeemed at any free tour date and in all branches of SEG TOUR GmbH. The voucher card must be produced in the original at the beginning of the tour.
- 6.2 Vouchers have a validity of one year from the purchase date.
- 6.3 Vouchers will become valid upon bill payment.
- 6.4 Vouchers should be treated like cash. In case of loss of the voucher card there exists no right of replacement or refund.

## § 7 Applicable Law/Place of Fulfillment/Court of Jurisdiction

- 7.1 Additional agreements require respective changes or additions to the contract in writing.
- 7.2 SEG TOUR GmbH is to fulfill all contractual obligations at their registered locality. Conflicts originating from the contractual relationship and regarding the contract itself are under the jurisdiction of the court for the given registered locality.
- 7.3 German law will be applicable regarding contractual relationship as well for all legal relationships between parties.

As of: 23 February 2016