

Conditions of carriage for harbour boat tours and public events As of 27.11.2015, Older versions lose their validity with immediate effect.

§ 1 General – Scope

1. The terms and conditions apply to all cruises on the ships of the **RAINER ABICHT Elbrederei GmbH & Co. KG** - hereinafter "shipping company" called - (launches and passenger ships) and for all that related additional services and supplies of the shipping company. They do not apply to charter cruises; to that extent apply exclusively the general terms and conditions (GTC) for charter contracts.
2. Only these terms and conditions apply. Customer's terms and conditions deviating from or conflicting with these GTC only apply, if their application has been agreed explicitly in writing. This shall also apply, if the service or delivery to the customer is carried out unconditionally despite the customer's knowledge of contrary or deviating conditions.
3. The GTC apply to both consumers and entrepreneurs, legal entities under public law and public law special fund, as far as nothing else applies below.

§ 2 Tickets for tours, public events and combined tours

1. Tickets are to be acquired **before the start** of the cruise at the box office, in sales office, in the call center and in the online shop.
2. The tickets contain the dates of the booked tour, the number of persons and their composition according to price groups, the date of purchase and the price. The tickets are generated electronically and printed. Tickets in paper form are also issued on numbered roll tickets or receipts. These do not contain all the data above.
3. Tickets purchased without discount are valid until Start of the journey transferable.
4. Tickets must be personally presented when boarding, kept during the journey and shown on request to the responsible inspectors. This excludes tickets which have to be delivered at the entrance. The tickets are valid for single use only. In case of not presenting a valid ticket at ticket control, the customer is required to pay on the vessel. In case of infringement, the shipping company may charge an increased transport fee. The tickets are valid for three years from the date of purchase.
5. If the ticket has been purchased for more than one person the contractor is the first to enter the ship.
6. If the ticket – especially at public events - includes gastronomic services, only one contract will be concluded for the services of the shipping company, even if due technical reasons, two documents should be issued. Excluded are gastronomic services which can be added optionally.
7. Redeemed tickets will not be refunded, if the cruise is not taken. When reducing the number of people for group tickets that were purchased in advance, no refunds of the fare will be paid. This basically applies to the purchase of tickets at the box offices, in the sales office, in the call center and in the online shop.
8. Reserved tickets are valid until 15 minutes before departure, otherwise the validity of the reservation expires. The cancellation conditions acc. § 5.

§ 3 Coupons

Coupons of any kind apply to all of our services offered on the time table. For coupons over certain services the terms for purchased tickets apply. A claim for cash payment does not exist. An extension of validation of the coupons is impossible. The legal limitation periods apply to the redemption of the voucher. The beginning of the period is the end of the year in which the coupon was purchased.

§ 4 Voucher

No contract with the shipping company concludes, when a voucher is issued by a third party. Vouchers accepted by the shipping company apply to the terms of purchased tickets accordingly.

§ 5 Fare / ticket price

1. The ticket price results from the prices displayed on the date of the contract's conclusion. The prices are displayed at the box office of the shipping company.
2. Reductions can be granted on request. There is no legal claim to a reduction of the fare. These GTC apply even if a discount is granted.
3. Unless otherwise stated, the prices include all applicable fees and charges and the valid VAT.

§ 6 Term of payment

1. Tickets purchased at a box office, in the presale office, on board or in the online shop, are immediately for payment due.
2. Tickets purchased by phone are to be paid within 10 days after receiving the booking confirmation, but at the latest three working days before the day of travel. Decisive is the date of the booking confirmation.
3. The customer is only permitted to offset against counterclaims, insofar as they are undisputed, legally established or ready for decision.

§ 7 Cancellation by the passenger

1. A cancellation by the passenger from the concluded contract can be made verbally, by phone or in writing. The reduction in the number of people as well as a total cancellation of the reservation applies as a cancellation.
2. The fare for issued tickets are not refundable.

§ 8 Rescheduling of the cruise

1. If due to force majeure, in particular extreme weather conditions (e.g., storm, hail), waterways or lock closures, unforeseen technical defects on the ship or for other reasons interfering with the implementation of the charter for which the shipping company cannot take the responsibility, the shipping may change the planned route or, if this is not possible, abort the cruise. In these cases, events can also be carried out on berthed ships. A passenger's claim on damages, fare reimbursement or discount does not arise. The same applies to the unforeseen failure of the sound system (music, harbor declaration).
2. The shipping company remains the use of other ships than the namely stated ones in the timetable, in any case. The ships displayed or stated in the timetable are merely listed exemplary. Information is provided to the best of our knowledge.

§ 9 Rescission by the shipping company

1. The shipping company has the right to rescind the contract, if the following minimum numbers of passengers can not be reached:
at harbour cruises 10 passengers
at public events 90 passengers
In these cases, the shipping company will refund the fare on request. Additional claims are excluded.
2. The shipping company has the right to rescind the contract without further notice, if the fare and possibly booked additional services are not paid at departure.

§ 10 Liability

1. Customer's claims for damages are excluded, unless otherwise stated below. The above disclaimer of liability also applies in favour of the legal representatives and vicarious agents of the provider, if the customer claims against them. Excluded from the above-mentioned exclusion of liability are damages resulting from injury to life, body or health if the shipping company is responsible for the breach of duty, as well as other damages that are based on an intentional or grossly negligent breach of duty by the shipping company.

A breach of duty by the shipping company is equal to that of a legal representative or vicarious agent.

In case of any disruptions or defects in the services of the shipping company, the shipping company will endeavour to remedy the situation immediately when being aware of it or on customer's complaining. The customer is obliged to contribute to what he can reasonably do to remedy the incident and minimize possible damage. Incidentally, the customer is obliged to inform the shipping company early enough about the possibility of causing an exceptionally high damage. Disruptions or defects must be reported by the customer directly at the Charter for examination.

2. The supervision of children is to the parents' or accompanying persons' responsibility. In particular, they must ensure that the safety of the children is not jeopardized by their behaviour on board and at the landing stages.

§ 11 Loss or damage of brought items

1. Carried (personal) items are at customer's risk on the ship. The shipping company assumes no liability for loss, destruction or damage, including for financial losses, except in the case of gross negligence or intent in the performance of contractual obligations by the shipping company. In addition, all cases in which the custody is a contractual obligation due to the circumstances of the individual case are excluded from this indemnification. Apart from the cases mentioned in sentence 3, a custody agreement requires explicit agreement.

2. Any abandoned items left behind must be picked up by the passenger at the shipping company. If there is no identifiable value, the shipping company reserves the right to destroy them after three months have elapsed.

§ 12 Liability of the passenger for damages

The customer is liable for all damage to the ship, to equipment, inventory and landing stages, etc.

§ 13 Other conditions of transport

1. The instructions of the ship's crew and of the skippers who exercise domiciliary right on behalf of the shipping company have to be followed in the interest of a regulated traffic and the safety of the passengers. This applies in particular to the stay on the weather deck and the instructions for the behaviour of the passengers when driving under bridges. In particular when driving through the Speicherstadt, there are stricter safety regulations for passing lower bridges.

2. Smoking is only permitted on the designated open-air weather decks.

3. The entry and exit of passengers in and at locks is inadmissible.

4. In case, passengers violate the GTC sustainably, they may be disembarked by the ship's crew. Refund and compensation claims are excluded for these cases.

5. The shipping company reserves the right to exclude heavily drunk persons or persons under the influence of drugs or groups with predominantly heavily drunk persons or persons under the influence of drugs from the cruise or to refer them from the ship. The same applies to persons or Groups of people who, by their behaviour, pose a threat to safety.

6. Flammable, explosive, corrosive and foul smelling substances will not be transported.

7. Bicycles will not be transported.

8. The use and transport of wheelchairs is permitted on the barrier-free vessels of the shipping company, suitable for the disabled. Electric wheelchairs are excluded from that. For all other ships, the ship's crew decides about the transport. The shipping company does not assume any liability for a fixed departure time of the ships.

9. Luggage on ships of the shipping company is only permitted in the size of hand luggage up to 5 kg. Except from this term are multi-day cruises and cruises departing from and arriving at the Kiel Week.

10. The transport of dogs or other animals requires the consent of the shipping company.

Guide dogs as companion dogs can be carried along in general and free of charge.

11. The private use of musical instruments as well sound reproduction equipment is not permitted on board.

12. The bringing and consuming of brought food and drinks on board of the ships are strictly prohibited. The shipping company reserves the right to carry out random checks.

§ 14 Place of jurisdiction, choice of law, final clauses

1. Place of performance and place of payment is the registered office of the shipping company.

2. The exclusive place of jurisdiction in commercial transactions is the **registered office of the shipping company**. The same applies if the customer meets the requirements of § 38 Abs.2 ZPO and has no general jurisdiction in Germany.

3. **German law** applies. The application of the UN Sales Convention is excluded.

Definitions

Charter cruises or boat charters are cruises for which the passenger hires a ship for a certain period of time.

Purchase of the ticket refers to the buy of a ticket from the shipping company at the box office, on board, in the online shop, in the call center, in the sales office or in the context of a pre-booking in written form also by email.

Passenger is the contractor of the shipping company, as well as those persons for whom the contracting party booked the services of the shipping company, or the persons who got invited by the contracting party.

Ticket refers to the single or group ticket for one harbour boat tour, a special cruise, a light cruise or other event from the public event program. Harbour boat tours, special cruises and light cruises are cruises out of the boat tour program of the shipping company of one or several hours. These cruises include an event program and, on request, gastronomic services.

Vouchers are coupons purchased from third parties for participation in the designated harbour boat tour, special cruise, light cruise or public event of the shipping company.