

Guideservice Danmark

Terms of Agreement



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Guideservice Danmarks Terms of Agreement

We are committed to ensuring that our terms and conditions are clear, transparent, and easy to understand. This document outlines our applicable prices, booking policies, and terms for guides, tour leaders, and speakers. Our aim is to ensure a mutual understanding of how our services are booked, as well as the rights and responsibilities involved. We encourage you to read these terms carefully to ensure a smooth and professional collaboration.

1. General Terms

- The terms and conditions in force at any given time apply to all agreements between Guideservice Danmark, CVR no. 31405467, and the customer.
- The current and applicable version of these terms is available on our website. In the event of any discrepancy between translated versions and the Danish version, the Danish version shall prevail.
- The term "*Annoncent*" refers to the person booked by the customer, whether a guide, tour leader, or speaker.

2. Guideservice Danmark's Role as an Intermediary

Guideservice Danmark acts solely as an intermediary between the customer and the *annoncent*. We cannot be held liable for the execution or delivery of the agreed service.

3. Agreement Formation

- Before any agreement is made, you must accept these terms and conditions. You are encouraged to review them carefully.
- In some cases, a handling fee may apply for managing requests or tasks before a price quote is prepared. This will always be communicated in advance.
- Once the task has been confirmed by Guideservice Danmark and contact information has been shared, the agreement is considered final.
- As the customer, you are responsible for the accuracy of the information you provide. Guideservice Danmark does not verify or validate this information.

4. Prices

General Pricing and Administrative Fees for Services and Bookings

- Prices for each provider are listed on their individual profiles.
- Under each tour description, you can view which guides are available and their respective prices.
- Additional costs may apply, such as bus rental, admission tickets, or other extras.

Prices are listed under each profile.

Under each tour description you can see which guides who organise the tour - and their prices. In some cases, there may be additional costs for transport to the meeting point.

- A guide can only be booked on an hourly booking rate.
- A tour leader is booked for a minimum of 2 continuous full days including accommodation, full board, insurance, etc.
- A tour leader booked for 2 or more consecutive weeks to the same destination, where the tour leader sends the group home and receives a new tour group on behalf of the same travel company, is considered a new individual booking.
- A cruise tour leader is paid according to the same principle as other destinations and assignments.
- For a tour leader who is booked for a long-term holidays, a special agreement can be arranged.

Booking Terms

- A guide can only be booked on an hourly basis.
- A tour leader must be booked for a minimum of two consecutive full days, which includes transport to and from the meeting point, accommodation, full board, insurance, etc.
- If a tour leader is booked for two or more consecutive weeks to the same destination and receives a new group on the same day the previous group departs, this is considered a new individual booking.
- Cruise tour leaders follow the same payment principles as other destinations.
- Special agreements can be made for long-term bookings.

Administrative and Handling Fees

Booking Fee

A booking of a guide, tour leader, or speaker is subject to an administrative fee of 8% of the total order amount.

If the booking is made within 21 days of the scheduled service date, the administrative fee increases to 13%, calculated from the date of the assignment.

If the booking is cancelled by the customer, the administrative fee is non-refundable, as it covers the administrative work already performed.

All administrative fees are subject to 25% VAT.

Planning Fee

This fee covers the preparation of offers and itineraries.

For customised services, a planning fee may be charged for tasks such as contacting third-party providers (e.g., bus companies, museums, or restaurants).

This fee is an agreement between the customer and Guideservice Danmark and is set at DKK 400 excl. VAT (DKK 500 incl. VAT) per commenced hour.

The fee applies if Guideservice Danmark is tasked with preparing a price quote including a tour itinerary or proposal.

If a planning fee applies, it will always be disclosed in advance and must be approved by the customer before any work begins.

Assistance by the Annoncent

If the annoncent is involved in additional planning or is asked to assist beyond the basic task, an extra fee will apply.

This includes time spent on planning, communicating with third parties, and developing detailed programs.

The fee will be specified before the task is executed, including what is expected from the annoncent.

Payment is made via Guideservice Danmark, and an 8% administrative fee is added.

Annoncents' individual planning fees are listed on their personal profiles.

EAN Invoice Fee

If you require an invoice via EAN, a fee of DKK 125 excl. VAT (DKK 156.25 incl. VAT) applies.

Ongoing Assignments

Tasks already in progress will be invoiced based on the work completed.

If the customer chooses not to book one of the suggested annoncents, Guideservice Danmark reserves the right to retain the administrative fee and may charge a fee for all planning performed.

If, contrary to expectations, Guideservice Danmark is unable to fulfil the task, the full amount paid will be refunded. No fee will be paid to the annoncent.

Payment Terms

Private individuals and associations: payment in full upon booking.

Companies and travel agencies: payment in full within 8 days. For larger orders, payment can be split into two installments upon prior agreement.

Public institutions using EAN: payment in full within 14 days + EAN fee.

5. Preferred Customer Agreement

When an agency, company, or organization enters into a mutual collaboration by committing to source the majority of their guides and/or tour leaders through Guideservice Danmark, a Preferred Customer Agreement can be established.

The Preferred Customer Agreement is entered into in writing between the customer and Guideservice Danmark. The agreement ensures a range of benefits and has the primary purpose of establishing a close partnership regarding the delivery of assignments, whereby Guideservice Danmark, on behalf of the customer, undertakes the responsibility of ensuring the highest quality and delivery of assignments.

There are also financial advantages to entering into such a collaboration.

The Preferred Customer Agreement is tailored individually as a separate cooperation agreement between the customer and Guideservice Danmark to ensure the right match and synergy in the future partnership.

One of the prerequisites for entering a Preferred Customer Agreement is a minimum of 6 bookings per year.

Please contact our office for further information.

6. Cancellation

- Cancellations of a booking or assignment by the customer must be submitted in writing to Guideservice Danmark.
- In the event of a customer cancellation, Guideservice Danmark retains the charged booking and handling fee, any express order surcharge, and any fee related to the preparation of an offer.
- If the customer cancels an assignment with at least four (4) weeks' notice, the booked service provider is not entitled to any fee.
- If the customer cancels an assignment with at least two (2) weeks' notice, guides are entitled to 50% of the agreed fee. After that period, guides are entitled to the full fee.
- If the customer cancels an assignment with at least three (3) weeks' notice, tour leaders and lecturers are entitled to 50% of the agreed fee. After that period, tour leaders and lecturers are entitled to the full fee.
- In the event of a cancellation by an annoncent, they are obligated to arrange for a replacement.

7. Special Terms Concerning Consumers

According to Section 18, subsection 2 of the Danish Consumer Contracts Act, bookings of an annoncent are not subject to the right of withdrawal. Therefore, only section 6 of this document applies.

This means that if a guide, tour leader, or lecturer is booked, the purchase cannot be withdrawn with a claim for full refund once the assignment has begun.

Complaints are handled in accordance with general Danish legal principles. This means that in the case of any timely and justified complaint, the customer may be entitled to a price reduction.

8. Future Bookings

Any future bookings of or inquiries to a previously booked annoncent must be made through Guideservice Danmark.

This obligation remains valid for three years following the most recent booking of the respective annoncent.

9. Special Terms Concerning Running and Cycling Guides

The customer is fully responsible for the safety of the participants and under no circumstances can either Guideservice Danmark or the guide be held liable for accidents, illness, or any other consequences of the running or cycling tour.

The running pace is specified in the description of the route. The running or cycling guide is entitled to exclude participants who are unable to keep up. Participants are not entitled to compensation as a result.

Participants are responsible for complying with traffic regulations and for showing due consideration to other road users and conditions.

Participants are responsible for bringing their own refreshments and anything else they may need during the tour.

10. Special Terms Concerning Canoe and Kayak Tours

In the event of bad weather—such as heavy rain, thunder, or wind with an average speed exceeding 8 m/s—the tour will be cancelled and the full amount refunded.

The customer bears full responsibility for the safety of the participants and under no circumstances can either Guideservice Danmark or the guide be held liable for accidents, illness, or any other consequences of the canoe or kayak tour.

11. Liability

Guideservice Danmark cannot be held liable for any shortcomings related to the booked assignment. This is solely a matter between the customer and the booked annoncent. However, Guideservice Danmark will handle the forwarding of any complaint to the annoncent, and any approved refund or price reduction will be processed via Guideservice Danmark. In the case of a complaint, Guideservice Danmark may, when relevant, consult the Danish Package Travel Appeals Board for an assessment.

Guideservice Danmark shall not be liable for failure or delay in fulfilling its obligations if such failure is due to force majeure and this is duly invoked. Force majeure refers to events beyond the control of Guideservice Danmark which could not reasonably have been foreseen, such as natural disasters, war, epidemics, or similar events.

Furthermore, Guideservice Danmark remains free of liability if it can be demonstrated that fulfilling its obligations would be unreasonably burdensome.

Guideservice Danmark also disclaims liability for incorrect information caused by technical errors on the website.

12. Governing Law and Jurisdiction

Any dispute arising from these terms and conditions or any contractual relationship between the parties shall be governed by Danish law, with the amendments specified in the parties' agreement.

The exclusive venue for any dispute is the District Court of Odense (Retten i Odense).

13. Applicable Terms

The applicable version of the terms and conditions is at all times the Danish version provided by Guideservice Danmark.

14. Contact

Questions and other inquiries may be directed to:

Guideservice Danmark v/Mette Berrig

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5000 Odense C

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