

## **General Terms and Conditions for the sale of tickets for public tours to individual guests**

These General Terms and Conditions refer solely to the sale of tickets by aachen tourist service e.v. ("ats") for public tours to individual guests in which the ats is an organiser, to consumers in accordance with § 13 Civil Code, i.e. to the individual guest without commercial or professional reference ("customer").

### **1. Conclusion of the contract**

ats offers the customer the opportunity to conclude a purchase contract for one/several tickets for a public tour on the basis of these terms and conditions. The contract is concluded once it has been confirmed by ats. ats confirms the conclusion of the contract when they confirm the booking on a stable data carrier, for example, by e-mail, when booking online or by phone, or a hard copy of the ticket when the purchase is made at one of ats' sales outlets.

### **2. Price, payment and unclaimed guided tour**

2.1 The price to be paid is based on the booking confirmation and is inclusive of all charges (including VAT) or it is displayed on the ticket.

2.2 The tickets for online bookings and telephone bookings for the guided tour can be purchased in the Service Center by credit card or Paypal. If the customer chooses to pay by debit/credit card, they must authorise the payment to be taken from their debit/credit card when booking the tickets. If ats expressly accepts this method of payment in the booking process, the customer's payment shall be deemed provisional until it is confirmed that the amount has been debited in full from the customer's debit/credit card or that the amount has been repaid in some other way in the event of a partial payment. If ats is unable to debit the full amount from the customer or incurs a chargeback due to insufficient funds or other reasons for which the customer is responsible, and the payment is not redeemed on time or there is a chargeback, then the customer will have defaulted on their payment and ats is entitled to charge them for any damage incurred as a result of the default payment.

2.3 If tickets are purchased at a point of sale, they can be paid for in cash or by debit/credit card (see 2.2).

2.4 Postal fees are only charged if the customer is unable to pick up the ticket(s) from the ats' office. In this case, the tickets will be sent with an invoice listing the cost of the ticket and the cost for postage.

2.5 The customer is free to cancel a guided tour early. In this case and in other circumstances, they will not be entitled to claim a refund.

### **3. The customer's obligations, cancellation of the ticket / redemption, loss**

3.1 Upon receiving their delivery of tickets, the customer is obliged to check it immediately to ensure it is correct and complete (event, date, time, price and number). If they have a complaint, these must be sent immediately to ats in writing (e-mail, letter, fax) explaining the reason. If all details on the ticket are correct, the customer may not return it or change the day, time or type of tour (exchange).

3.2 The customer is not entitled to cancel their tickets through ats. There is no contractual agreement on the customer's right to withdraw and the tickets cannot be cancelled or returned. This provision applies subject to section 4.2.

3.3 Before the start of the tour, the customer is obliged to present the booking confirmation to the respective tour guide on site, either as a printout or in digital form. If they are unable to present their ticket or they have lost it, they may not join the tour, nor are they entitled to a replacement ticket or refund of the purchase price.

### **4. Services, the right to change the service, cancellation of tours**

4.1 ats expressly reserves the right to change or alter the service offered if the change or alteration to the service is reasonable for the other part taking into account ats' interests. In this context, the tour guide is free to deviate from his planned route, for example, in order to avoid any possible risks resulting from adverse weather or road conditions or, for comparable, other important reasons. The customer is not entitled to a refund if there is a change in the service as described above.

4.2 ats reserves the right to cancel guided tours of the town hall at short notice, right up to the agreed start time, due to unscheduled special events being held in the town hall. In such cases, the customer will be refunded the price they paid for the tickets.

### **5. Liability**

ats is liable for all acts of intent or gross negligence in relation to its agency services. In cases of minor negligence, they are only liable in the event that an essential contractual obligation (cardinal obligation) is violated. With minor negligent violations, claims for damages against ats are always limited to the damage foreseeable at the time of the conclusion of the contract as a possible consequence of contract-typical damage, according to the type of service provided. All the specified limitations of liability do not apply to compensation for damages resulting from physical injuries and health risks.

### **6. No right to withdraw, no exchange**

According to § 312g para. 2 page 1 no. 9 of the Civil Code, consumers do not have the right to withdraw when they purchase tickets for the guided tours as contracts for services in the area of recreational activities; this means that the customer cannot cancel the contract. Tickets for public tours may not be exchanged (see 4.1).

## 7. Other

7.1 If individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions in the contract. If the customer is a trader or legal entity of private or public law or a person who is domiciled abroad or whose habitual residence is abroad, or whose domicile or habitual residence is not known at the time the complaint is filed, the place of jurisdiction shall be the registered office of ats.

7.2 The European Commission provides a platform for resolving online disputes (OS) to facilitate the out-of-court settlement of consumer disputes. This service can be found at <https://ec.europa.eu/consumers/odr>. ats is not involved in the procedures for settling disputes before a consumer arbitration board nor is it required by law to participate in such proceedings. There is no internal complaint procedure.

### **Ticket sales through the event organiser**

aachen tourist service e.v.

Markt 45-47

52062 Aachen

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Email: [info@aachen-tourismus.de](mailto:info@aachen-tourismus.de)

Website: [www.aachen-tourismus.de](http://www.aachen-tourismus.de)

VAT Reg. No.: DE121682057

District Court Aachen VR 1002

Key features of the service: Organisation of public guided tours

Event organiser liability insurance: R+V Allgemeine Versicherung AG,

Raiffeisenplatz 1, 65189 Wiesbaden

Scope of insurance: worldwide.

The contract is subject to German law.