

General terms and conditions – Guided tours for groups

The general terms and conditions refer to offers of the organizer aachen tourist service e.v. ("ats")

1. Validity and prices

Our offers, prices included, shall be valid from 01/01/2024 to 31/12/2026. For guided tours beginning after 6 p.m. the ats will invoice a night surcharge in the amount of 20.- € per group.

2. Performances and changes in performances

The ats reserves the right to use a suitable tour guide according to the required qualification. The execution of the guided tour shall not be bound to a certain tour guide. The ats also reserves the right, after conclusion of agreement, to use a different tour guide than the one originally mentioned, if this under consideration of the interests of ats is still reasonable for the guest.

3. Mutually agreed changes in performances

Changes on a guest's request shall only be possible during office hours and are only binding, if ats has confirmed these changes in writing. Alteration requests must be made in written or electronic form. If the agreed services, in particular date, time, foreign languages, etc, are changed by the guest more than 2 times, the ats shall be entitled to charge a processing fee of 5,- € per service and group. The guest's right to proof minor damage shall be unaffected.

4. Delays

In case of a delay, the guest shall immediately inform ats. In principle the duration of the guided tour will correspondingly be shortened by the delay time. If the tour guide's time allows it, the guided tour can be extended. At a time extension of 15 to 30 minutes, costs will be increased by 30,- €, in case of an extension between 31 and 60 minutes by 60,- €. If the guest/the group of the guest has not arrived after 30 minutes waiting time without notification, it will be assumed that the guided tour is not made use of. The costs shall be invoiced according to the paragraph "cancellations".

5. Cancellations on the part of the guest

Withdrawal from contract (cancellation) shall only be possible during office hours of the ats and shall be made in written or electronic form. Until 7 days before execution of the service cancellation shall be free of charge. In case of cancellation until 24 hours before execution of the service, we will invoice 80 % of the order sum as well as the possibly occurring costs for ordered / mediated foreign services (bus, etc.). If the cancellation is made at a later point in time or the tour is not made use of, the full amount shall be invoiced. The guest's right to proof minor damage shall be unaffected.

6. Cancellations on the part of ats

The ats shall have the contractual right until 24 hours before execution of a booked tour, to withdraw from it or to cancel it. This can e.g. be the case, if a guest became ill and no substitute person could be found. In this case the booking fee shall not be charged or already paid amounts shall be reimbursed to the full amount.

7. Liability and limitation of liability

As an organizer for individual services ats shall be liable for intention and gross negligence. In case of slight negligence the ats shall only be liable, if an essential contractual obligation (cardinal obligation) is infringed. The claim for damages against ats, in case of slightly negligent infringement of contractual obligations, shall in principle be limited to a conclusion of the contract foreseeable possible damages typical for the contract concerned. These limitations of liability shall not be applicable to damages due to injury of life, body and health.

8. Photo, film and audio recordings

Recordings of the guided tour (photo, film or sound recording) shall only be permitted with prior express consent of the organizer/tour guide. Any publication of photos, film or sound recordings shall as well only be permitted after written consent of the organizer/tour guide. All copyrighted rights shall belong to the ats.

9. Online dispute resolution according to art. 14, paragraph 1 ODR-VO

The European Commission provides a platform for online dispute resolution (OS), which the customer finds under <https://ec.europa.eu/consumers/odr/>. The ats does not take part in any dispute settlement procedure of a consumer arbitration board and shall also legally not be obliged to take part in it.

Organiser of the service:

aachen tourist service e.v.

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Website: 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.