

## **General Terms and Conditions – Hotel Accommodation Agency**

### **Please observe the following points:**

These General Terms and Conditions apply to the provision of hotel rooms by aachen tourist service e.v. ("ats") for hotel bookings made through the website [www.aachen-tourismus.de](http://www.aachen-tourismus.de), by phone or on site at the Tourist Information Office.

By registering, the customer agrees to conclude an agency contract with ats and to immediately conclude a guest admission / accommodation contract with the hotel. The applicant is also completing the registration for all the persons listed in the application, and is liable for their contractual obligations as well as for his own obligations, provided that he has accepted this obligation by means of an express, separate declaration.

The agency contract with ats becomes valid once it has been accepted by ats, which he informs the customer about by way of a booking confirmation on a durable data carrier. The agency accommodation contract is concluded exclusively between the customer and the hotel. ats does not provide the accommodation, this is the responsibility of the hotel. The customer must therefore direct all claims arising from the accommodation contract to the hotel.

The customer must also contact the hotel directly regarding any requests for changes, in particular any changes in the number of rooms required, or the arrival and / or departure dates. The same applies to any inevitable cancellations. These are handled in accordance with the hotel's cancellation policy, which may also apply to the price of the room in the event of cancellations at short notice.

In order to guarantee a reservation in the case of late arrivals after 18:00, the hotel requires the customer's credit card details (credit card number, expiry date of the credit card, name of the credit card holder and credit card security number). If these are not provided, the hotel is entitled to offer the reserved room to other guests after 18:00. The hotel may also make the binding nature of the reservation subject to other conditions.

When reserving in a Dutch or Belgian hotel, a municipal tax will be charged locally at different rates per person per night. The costs already specified are based on the value for the current year.

As an agency, the ats assumes no liability for how the services in the accommodation contract are provided and implemented. As an agency for individual services, ats is liable for intent or gross negligence. 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.

### **Online Dispute Resolution according to Art. 14 para. 1 ODR-VO**

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.

Agency:

aachen tourist service e.v.

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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.