
Registration for an architectural tour to Valencia, Calpe and Benidorm from the 5th to the 8th of October 2017

Please send this registration coupon by fax +49 40 23939702 or email to mail@a-tour.de



a-tour - Architekturführungen in Hamburg
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22763 Hamburg
Phone +49 40 23939717 Fax +49 40 23939702
www.a-tour.de
mail@a-tour.de

I hereby bindingly register myself and all participants listed by me to take part in a trip to Valencia, Calpe and Benidorm from the 5th to the 8th of October 2017.

Name, firstname

Address

Mobile phone number

Date of birth

E-mail

Profession / Occupation

- ☐ Accommodation in a single room – 1.190 Euros
- ☐ Accommodation in a double room – 990 Euros per person, together with Mr / Ms.
- ☐ requested extra nights from to

Please inform me about your travel cancellation insurance ☐ Yes ☐ No
I have been on a trip with a-tour before ☐ Yes ☐ No

How did you find out about us? (Newsletter, Internet, press, recommendation, etc.) (Please specify details)
.....

Minimum number of participants: 8 people

I have read the a-tour General Terms and Conditions of Travel and accept them as binding.

Date / Signature

I accept the General Terms and Conditions of Travel, also for all participants listed here, and hereby confirm my liability for their contractual obligations as well as for my own.

Date / Signature

1. Conclusion of the travel contract

1.1 By registering, the customer makes an offer to a-tour Architekturführungen in Hamburg (proprietor - Torsten Stern, architect), hereafter referred to as "a-tour", for the binding conclusion of a travel contract, based on the travel brochure and these General Terms and Conditions of Travel. Customers can register verbally or in writing, although use of the registration form is recommended. The registering participant also registers for all participants listed in the registration, for whose contractual obligations the registering participant is liable as well as for their own obligations if the registering participant has accepted liability for these obligations in an express and separate declaration.

1.2 The travel contract is concluded upon acceptance of registration by a-tour. This does not require any specific form. a-tour informs the customer of the conclusion of the contract with a written booking confirmation (invoice) and sends them a tour operator's bond certificate.

1.3

If the content of the booking confirmation diverges from the content of the registration, a-tour will make a new offer that a-tour is bound to for 10 days. Within this period the customer can accept the new offer and the travel contract will be concluded with the content of this new offer. The offer can also be accepted by the paying of a part payment.

2. Payment of the tour price

2.1 After conclusion of the contract / receipt of a confirmation of booking with the tour operator's bond certificate, a part payment of 20% of the tour price is payable and must be paid within 7 days after the date of the booking confirmation (invoice). Any insurances booked must be paid for immediately. Part payments will be offset against the tour price.

2.2 The balance is payable 21 days before the tour begins and when it is certain that the tour will go ahead and can no longer be cancelled by a-tour under Paragraph 10.1, and payment must be received by a-tour without further request. Customers will find the exact due dates for paying the part payment and the balance in the booking confirmation.

2.3

If payable part payments or balance payments of the tour price are not paid despite a reminder and the setting of an appropriate deadline for payment, a-tour can withdraw from the contract and charge the customer cancellation fees based on the provisions in Paragraph 6.2 below.

3. Performance, services, scope of services

The scope and type of services for which a-tour is contractually liable are based on a-tour's description of services in the specific travel brochure (advertisement) for the relevant tour in connection with the customer's individual booking confirmation. If, at the customer's request, an individual travel itinerary is drawn up, the contractual obligations of a-tour to render services are based exclusively on this concrete offer to the customer and the particular booking confirmation for the services booked.

4. Price changes before conclusion of the contract

a-tour expressly reserves the right before the contract is concluded to declare a change to the price of the tour due to an increase in transport costs, fees for specific services such as harbour dues, or to a change in the exchange rate applying to the particular tour after publication of the brochure / Internet brochure. a-tour also reserves the right to adjust the price of the tour before the contract is concluded if the package tour that the customer wants or that is advertised in the brochure is only available if additional services and block bookings are purchased after publication of the brochure / Internet brochure.

5. Changes to services, changes to price after conclusion of the contract, customers' rights

5.1 Changes to material travel services that become necessary after the conclusion of the contract and are not caused by a-tour acting in bad faith shall be permitted if the changes are not substantial and do not adversely affect the overall arrangement of the booked tour. a-tour is obliged to inform the customer about material changes to services immediately after it becomes aware of the reasons for changes.

5.2 a-tour reserves the right to change the agreed tour price after conclusion of the travel contract only in the event of actually subsequently occurring increases in transport costs or fees for specific services not foreseeable when the contract was concluded, such as harbour dues, or changes to the exchange rate applying to the relevant tour, to the extent to which their increase affects the per person tour price, when there is more than four months between conclusion of the contract and the agreed tour departure. Should this be the case, the customer will be immediately informed. Price increases demanded from the 20th day before the agreed departure date shall not be valid.

5.3

If there is a price increase of more than 5% of the tour price or a major change to a material travel service, the customer is entitled to withdraw from the travel contract free of charge or claim participation in a tour at least equivalent to other tour if a-tour is able to offer such a tour at no extra cost to the traveller from its range of offers. The customer must claim these rights from a-tours immediately after receipt of the declaration by a-tour of the price increase or change to services.

6. Withdrawal from contract by the customer, rebooking, replacement persons

6.1 The customer can withdraw from the tour at any time before the tour begins. The receipt of a declaration of withdrawal on the part of a-tour shall be decisive. It is advisable to declare withdrawal in writing.

6.2 If the customer withdraws from the contract, a-tour can claim appropriate compensation for travel arrangements it has made and for its expenditures. The compensation amount shall be determined based on the tour price after deducting the value of the expenditure normally saved by a-tour and what it can usually earn from possible other uses of travel services. a-tour reserves the right to claim this compensation specifically or as a lump-sum at its discretion. It can claim a lump-sum compensation as a percentage of the tour price, depending on the time at which the customer withdraws from the contract as follows:

Up to the 30th day before departure 20 %
From the 29th to the 22nd day before departure 35 %
From the 21st to the 15th day before departure 40 %
From the 14th to the 7th day before departure 60 %
From the 6th to the 2nd day before departure 90 %
From one day before departure / no departure 95 %

The customer shall be free to demonstrate that the tour operator has not been subjected to any damage or loss or only to a much lesser extent than is represented by the lump-sums calculated above. a-tour reserves the right to demand a higher, concrete amount of compensation instead of the lump-sums listed and in this case, will specifically quantify and substantiate the compensation demanded, taking any expenditures saved and other utilisation of the travel services into account.

6.3 The customer shall have no legal right to rebooking. If at the customer's request after the booking of the tour rebookings are made (changes to the travel dates, destination, place of departure, accommodation or type of transport), a-tour can charge a rebooking fee of up to € 29.00 per rebooking.

The customer can at any time demonstrate that the rebooking has resulted in no damage or loss or less damage or loss than is represented by the lump-sum fee listed above.

6.4 The customer can until the beginning of the tour stipulate a replacement person to assume the rights and obligations arising out of the travel contract in his stead and about whom he must first notify a-tour. a-tour can reject this third party if they do not meet the specific requirements of the tour or if legal regulations or government directives prevent their participation in it.

7. Customer's duty to cooperate

7.1 The customer must inform a-tour if he does not receive necessary travel documents (e. g. vouchers, essential information on the tour route) within the period specified by a-tour or if the documents contain wrong information about the customer's data. The customer is personally responsible for punctual arrival at the place of departure (see booking confirmation) of his tour if he is travelling independently.

7.2 The customer is obliged to cooperate if services are disrupted within the framework of legal provisions regulating the basic duty to minimise loss or damage, to avoid any loss or damage and to keep it to a minimum.

8. Services not utilised by the customer

If a traveller does not take advantage of specific travel services that have been properly offered by a-tour for reasons for which the traveller is responsible (such as a premature return home) the traveller shall have no right to proportional reimbursement of the tour price.

9. Travel insurance

The taking out of travel cancellation costs and travel disruption insurance policies and insurance covering repatriation costs in the event of an accident or illness is recommended. a-tour can procure such insurance for the customer. Also advisable are international health insurance and / or accident insurance that is valid abroad.

10. Withdrawal and cancellation by a-tour

a-tour can withdraw from the contract due to a failure to reach the minimum number of participants if it has expressly specified and quantified the minimum number of participants in the relevant description of the tour in the brochure and specified the time by which the notice of withdrawal must be received by the traveller at the latest before the contractually agreed start of the tour and has again clearly stated in the booking confirmation the minimum number of participants and the latest possible deadline for withdrawal and reference is made there to the relevant information in the travel brochure. Withdrawal by a-tour must be declared to the customer 21 days at the latest before the agreed start of the tour. Payments made towards the price of the tour will be promptly reimbursed to the customer.

11. Obligations of the customer, redress, setting of a deadline before termination by the customer

11.1 The customer must promptly report any deficiencies to the local tour guide or to the address / phone number provided below and ask for redress there. If the customer culpably refrains from reporting a deficiency there shall be no reduction in the travel price. a-tour can refuse redress if it requires disproportionate cost and effort. a-tour can provide redress in a manner that provides an equivalent or more valuable replacement service.

11.2 If a tour is severely compromised due to a deficiency and a-tour provides no redress within an appropriate period for redress set by the customer, the customer can terminate the travel contract and a written declaration is recommended. The customer shall not be required to set such a deadline only if redress is impossible or is refused by a-tour or if immediate termination of the contract is justified by a special interest of the traveller.

12. Termination due to force majeure

If a tour is substantially impeded, compromised or impaired due to force majeure that was not foreseeable at the time the contract was concluded, a-tour and the customer can terminate the contract. The legal consequences are stipulated in the relevant statute (Ss. 651j, 651e Para. 3 S. 1 and 2, Para. 4 S. 1 of the German Civil Code (BGB)). a-tour can then demand appropriate compensation for travel services provided or still to be provided. a-tour is obliged to take necessary measures, in particular if the contract includes an obligation to return the traveller home, to return the traveller home. Each of the parties must pay half the additional costs of returning the traveller home. Otherwise the customer shall pay the additional costs.

13. Liability and limitation of liability of a-tour

The contractual liability of a-tour for damage or loss that does not involve physical injury is limited per customer and per tour to the amount of triple the tour price, insofar as damage or loss to the traveller has not been caused deliberately or grossly negligently or insofar as a-tour is solely responsible for damage or loss incurred by the customer due to the culpability of a service provider. Liability for damage to property for all compensation claims for damages resulting from unlawful acts made against a-tour that were not the result of a deliberate act or gross negligence shall be limited to the amount of triple the tour price per traveller and per tour. Liability limitations shall not apply to claims made pursuant to the Montreal Convention for the loss of luggage.

14. Passport and visa requirements, legally prescribed health and sanitary regulations

14.1 a-tour shall inform nationals of European Union states in which the tour is offered about passport and visa requirements and legally prescribed health and sanitary formalities (e. g. legally required vaccinations and certificates) that are necessary for the tour and for a stay in the country before the conclusion of the contract and also of any changes to these regulations before departure. For nationals of other states the relevant consulate shall provide information. A German identity card is sufficient for entry to Iceland.

14.2 Customers are responsible for complying with all rules important for the conduct of the tour. Customers are responsible for bringing the necessary travel documents and must ensure that their passport or identity card has the validity required for the tour.

15. Exclusion of claims, periods of notice, limitation of actions

15.1 Warranty claims arising from the travel contract must be made to a-tour within one month after the end of the tour as specified in the contract at the address specified below. After the expiry of this one-month deadline, travellers can only make claims if they have been prevented from complying with the deadline through no fault of their own.

15.2 The period for customer claims for damage and loss of property and financial damage and loss arising from the travel contract under Ss. 651c to 651f of the German Civil Code (BGB) lapses under the statute of limitations in one year insofar as the loss or damage incurred by the customer is not the result of a grossly negligent breach of duty by a-tour or a deliberate or grossly negligent breach of duty of an agent or legal representative of a-tour. The lapse of the period for claims under the statute of limitations begins on the day on which the tour ends as specified in the contract. If negotiations between the customer and a-tour on claims or circumstances on which claims are based are ongoing, the period for claims under the statute of limitations is stopped until the customer or a-tour refuse to continue the negotiations. The period for claims under the statute of limitations shall begin 3 months at the earliest after the end of the stop. Claims based on unlawful acts and all compensation claims for physical injuries shall be subject to the period for claims legally prescribed in the statute of limitations.

16. Information obligations involving the identity of the operating airline company

a-tour is obliged by EU Directive No. 2111/05 to inform customers of the identity of the airline company providing all air transport services for the booked tour at the time of booking. If no operating airline or airlines has been established at this time, a-tour must name the airline or airlines that will probably provide air transport services and ensure that the customer is immediately informed of their identity as soon as it is established. This shall also apply if the airline is changed. a-tour must then immediately initiate all appropriate steps to ensure that the customer is informed of any changes as quickly as possible. The EU airline blacklist can be viewed at the following Internet site http://ec.europa.eu/transport/modes/air/safety/air-ban/doc/list_de.pdf.

17. Data protection

Personal data that the customer provides to a-tour will be electronically processed and used to the extent necessary for creating, executing and ending the travel contract with the customer and for customer service. a-tour shall comply with the provisions of the German Data Protection Act (Bundesdatenschutzgesetz) in collecting, processing and using personal data.

The customer can at any time retrieve his stored data, ask for information about it, and have it changed or deleted. By sending an email to mail@a-tour.de the customer can also object to the use or processing of his data for advertising, marketing or market research purposes. Customer data will not be passed on to unauthorised third parties.

18. Application of German law, miscellaneous

18.1 German law shall exclusively apply to the entire contractual and legal relationship between the customer and a-tour. Should an individual provision be or become invalid, it will not render the entire travel contract invalid.

18.2 If the customer is a merchant or a legal person governed by private or public law, or a person whose domicile or main residence is not in Germany, or whose domicile or main residence is unknown when a legal action is brought, the place of business of a-tour shall be agreed on as the venue of jurisdiction.

18.3 Online dispute resolution under Art. 14 Para. 1 of ODR-VO. The European Commission offers a platform for online dispute resolution for out-of-court settlement of consumer law disputes, which users can find at <https://ec.europa.eu/consumers/odr>.

18.4 Dispute resolution before a consumer dispute arbitration board: a-tour will not participate in dispute resolution proceedings before a consumer dispute arbitration board and is not obliged to participate in any such proceedings.

Tour operator:

a-tour Architekturführungen in Hamburg

Proprietor: Herr Torsten Stern

Donnerstr. 5, 22773 Hamburg

Phone: 040 – 23939717

Email: mail@a-tour.de

Home page: www.a-tour.de

VAT ID: DE 222450465

Essential character of services: tour operator

Third party liability insurance: HDI Versicherung AG, 30650 Hannover

Territorial validity of the insurance: worldwide

German law shall apply to the travel contract (see 18.1)