

## **Terms and Conditions Governing Accommodation Services**

and conditions attached to the provision of sundry tourist services

### **1. Services Provided**

The booking agency uses an electronic reservation system to secure reservations for accommodation and sundry tourist facilities (e.g. adventure offers). With such action, the booking agency does not perform its own services; the services it provides are in the name and for the account of third-party undertakings, hereinafter designated the "accommodation provider" if overnight accommodation is provided or "service provider" if sundry tourist services are provided. The contract in respect of the service booked is concluded exclusively between the guest and the provider of the accommodation or the sundry tourist service. The booking agency and the guest are bound by an intermediary agreement. The scope of services provided is indicated in the booking confirmation. Ancillary agreements altering the scope of the contracted services require written confirmation.

### **2. Booking and Conclusion of Contract**

2.1. By booking at the booking agency, the guest offers to conclude a contract for accommodation with the accommodation provider (for overnight accommodation) or a contract for sundry tourist services with the supplier of such tourist services, and to conclude with the booking agency a contract as an intermediary, subject to the terms and conditions laid down hereunder.

2.2. The booking may be made electronically via Internet, by post, by fax, in writing, by telephone or orally.

2.3. The contracts described in paragraph 2.1 are established with acceptance by the booking agency. The acceptance, for which there is no specific form prescribed, will be notified to the guest without delay on conclusion of the respective contracts by dispatch of a booking confirmation. In the case of an electronic booking via Internet the information will be transmitted on completion of the booking procedure per e-mail. The guest will be able to print out this booking confirmation.

2.4 The data advised to the booking agency will be treated as confidential in accordance with legal regulations.

### **3. Payment for Accommodation**

3.1 Payment for the overnight accommodation at the price appearing on the booking confirmation is to be made directly to the provider of the accommodation as laid down in the following paragraphs, except where other arrangements have been expressly agreed.

3.2 For bookings made at least 14 days before commencement of the stay, the guest must within 7 days of the contract being concluded (the guest's receipt of the booking confirmation in electronic, written or oral form) pay a deposit of 10 % of the total price to the host undertaking. Payment of the outstanding amount is to be made to the host undertaking at least 14 days before commencement of the stay.

3.3 In the case of bookings made within 14 days of the commencement of the stay, the total price is to be paid to the host undertaking immediately on conclusion of the contract.

#### **4. Payment for Sundry Tourist Services**

4.1 Payment of the price appearing on the booking confirmation is to be made directly to the booking agency as laid down in the following paragraphs, except where other arrangements have been expressly agreed.

4.2 The guest must within 7 days of the contract being concluded (the guest's receipt of the booking confirmation in electronic, written or oral form) pay the total price to the booking agency.

4.3 In the case of bookings made within 7 days of the date when the service is to be provided, the total price is to be paid immediately on conclusion of the contract

#### **5. Withdrawal / Cancellation**

5.1 The guest may withdraw at any time by giving notice to the host undertaking (for overnight accommodation) or the booking agency (for sundry tourist services). Notification of withdrawal should include the booking number. Decisive is the date of receipt of notification of withdrawal by the host undertaking or booking agency respectively. The guest is recommended to submit notice of withdrawal in writing.

5.2 If the guest withdraws from a contract concluded with a host undertaking or the booking agency or fails to take up the accommodation or service booked, the host undertaking or booking agency is entitled to claim the agreed price less expenses saved and any income from alternative allocation of the accommodation, or sale of the service.

5.3 Court decisions have ruled that fees for cancellation, after deduction of expenses saved, should be calculated as follows:

- for holiday flats / accommodation not including catering 90 %
- for bed and breakfast 80 %
- for half-board 70 %
- for full board 60 %

These percentage rates apply to the total price of the accommodation services booked (including all extra charges), but not taking into account any visitors' taxes or spa taxes etc.

5.4 The guest is in all cases at liberty to demonstrate that no loss, or alternatively a substantially lesser loss, has been suffered due to the guest's withdrawal than is indicated by the lump sum being claimed from him. In such a case, the guest is obliged to pay the lesser amount, or if no loss has been occasioned, he is not obliged to make any payment.

5.5 It is strongly recommended to take out insurance against travel cancellation and interruption.

#### **6. Liability**

6.1 The booking agency is solely an intermediary for booking third-party services and is not liable for the orderly execution of the booked services, but purely for booking the aforementioned third-party services. The booking agency is not responsible for failure to provide the accommodation services provided, nor for their quality, nor for the contract concluded in respect of the provision of sundry tourist services.

6.2 The booking agency is liable for its own negligence and that of its vicarious agents only in case of intent and gross negligence and in those cases without limit in which the guest suffers injury to life, limb or health due to a violation of obligations for which the booking agency is responsible, or the

booking agency violates obligations the fulfilment of which are a prerequisite to orderly fulfilment of the contract and on compliance with which the guest would normally be expected to rely

6.3 Claims relating to unsatisfactory performance of services must be addressed exclusively and without delay to the respective host undertaking in the case of accommodation services, or to the respective service provider in the case of sundry tourist services. If the details given on the booking confirmation are inadequate to identify either the host undertaking or the sundry service provider, the necessary information may be obtained from the booking agency.

## **7. Obligations of the Guest**

7.1 It is the guest's duty to notify the host undertaking in the case of overnight accommodation or the service provider in the case of sundry tourist services of any shortcomings in connection with those services or to request rectification.

7.2 The complaint is to be directed exclusively to the host undertaking in the case of overnight accommodation or the service provider in the case of sundry tourist services and not to the booking agency.

7.3 The accommodation may only be occupied with the number of persons agreed with the host undertaking. Excess occupancy entitles the host undertaking either to cancel the contract or to make a reasonable additional charge.

7.4 Domestic pets of any description are only permitted by express agreement with the host undertaking and – in the existence of such an agreement – only within the framework of the details of the type and size of the animal advised.

## **8. Arrival and Departure Times**

8.1. Except when otherwise agreed, the accommodation booked will be available from 4 pm on the day of arrival.

8.2 When arriving after this time, the guest is to advise the host undertaking of the fact in good time. If the guest fails to do this, the host undertaking shall be entitled to reallocate the accommodation for a single overnight stay from 6 pm, or for several nights, from noon on the day following.

8.3 Except when otherwise agreed, the accommodation is to be vacated by 10 am on the day of departure.

## **9. Separability Clause**

Should any provision of this contract be or become unworkable or invalid, this shall not impair the validity of the remaining provisions. The unworkable provision shall be replaced by a legal provision.

## **10. Court of Jurisdiction**

Actions against the booking agency are to be entered at its headquarters. For claims by the booking agency against the guest, the home address of the latter is decisive unless the claim is against a full merchant or persons who, after conclusion of the contract, have relocated their usual place of

residence or home abroad, or whose home address or usual place of residence is unknown at the time of entering the action. In these cases, the headquarters of the booking agency is decisive