

CONDITIONS FOR BROKERING AND ACCOMMODATION SERVICES

Dear Guest,

We appreciate your interest in booking accommodation with a host in Frankfurt (Oder) and Slubice. In the event of the conclusion of a guest accommodation contract, the host and the German-Polish Tourist Information, Department of City Marketing / Tourism of the Messe und Veranstaltungs GmbH Frankfurt (Oder), Platz der Einheit 1, 15230 Frankfurt (Oder) - hereafter "XXX" - shall put all their effort and experience to use to make your stay as comfortable as possible. This will also be supported by clear legal agreements on your rights and obligations as a guest and the rights and obligations of your host to be met with you in the form of the following guest reception conditions. These terms and conditions of guest accommodation, as far as agreed effectively, will be the content of the guest accommodation contract which will be concluded between you and your host in case of booking. Please **read these guest conditions carefully before booking**.

1. Position of the XXX; Scope of the contract terms

Depending on the time of the conclusion of the contract (due to the new travel law regulations which come into force on 01.07.2018, this is determined according to the legal regulation according to the time of the conclusion of the contract) **the following should apply to concluded contracts:**

1.1. For all contracts concluded before 01.07.2018:

a) The **XXX** is the operator of the respective websites or publisher of corresponding host directories. As far as the **XXX** accommodation is arranged, it also has the status of a travel agent. However, the **XXX** is under no circumstances contracting party of the guest accommodation contract that will be concluded in the event of a booking. It is therefore not liable for the information provided by the host regarding prices and services, for the provision of services itself and for performance defects.

b) Any liability of **XXX** arising from the agency contract and statutory provisions, in particular mandatory provisions on telematics and electronic commerce remains unaffected.

For all contracts concluded after 30.06.2018:

c) The **XXX** is the operator of the respective websites or publisher of corresponding host directories, catalogs, flyers or other print media and online appearances, insofar as they are expressly designated there as the publisher / operator.

d) To the extent that **XXX** arranges a combination of accommodation and own ancillary services of the Hosts (e.g. accommodation and catering) and the Host's own ancillary services do not represent a significant portion of the total value of that service set and do not constitute an essential feature of that host's performance or of the **XXX** itself still advertised as such, the **XXX** has only the position of an intermediary of accommodation services.

e) As broker **XXX** has the position of a provider of connected travel services, as far as according to the statutory provisions of § 651w BGB the conditions for an offer of connected travel services of **XXX** are present.

f) Without prejudice to the obligations of **XXX** as a provider of related travel services (in particular, transfer of the statutory form and execution of customer deposit protection in the case of a collection of **XXX**) and the legal consequences of non-compliance with these legal obligations **XXX** is in case of the conditions according to b) or c) neither the tour operator nor the contracting party of the guest accommodation contract concluded in the event of a booking. It is therefore not liable for the information provided by the host regarding prices and services, for the provision of services itself and for performance defects. Any liability of **XXX** arising from the agency contract and statutory provisions, in particular mandatory provisions on teleservices and electronic commerce, shall remain unaffected.

For all contracts, regardless of the time of contract conclusion the following shall apply:

1.2. These terms and conditions apply, as far as effectively agreed to, to guest accommodation contracts in which the host directories, catalogs or accommodation offers published by **XXX** on Internet sites constitute the basis of booking.

1.3. The hosts reserve the right to agree with the guest on guest reception conditions other than the present or to make supplementary or deviating agreements to the present guest reception conditions.

2. Contract conclusion

2.1. The following applies to all types of bookings:

a) The description of the accommodation and the additional information in the booking document (for example, classification explanations) are **based on the offer of the host and the booking of the guest**, as far as said offer is available to the guest at the time of booking.

b) In accordance with the legal obligations, the guest is informed that in accordance with the statutory provisions (§ 312g para. 2 sentence 1 no. 9 BGB) in the case of guest accommodation contracts that are sold remotely (letters, catalogs, telephone calls, faxes, e-mails, etc.) Mobile service sent messages (SMS) as well as radio and telematics, **no right of revocation** exists, but instead the statutory provisions on the non-use of rental services (§ 537 BGB) shall apply (see also Section 6 of these conditions for guest reception). However, a right of revocation exists if the contract has been concluded outside of business premises, unless the oral proceedings on which the contract is based have been conducted by you as a consumer on a previous order; in the latter case, a right of withdrawal is also not given.

c) In the case, that the booking party is a club, association, company, institution or the authorities, they shall exclusively, instead of the individual guests, be deemed the contracting party of the guest accommodation contract and debtor, unless they make the booking explicitly as a legal representative named and in power of the guest.

2.2. For bookings conducted by word of mouth, by phone, in writing, by e-mail or by fax the following applies:

a) With the booking itself, the guest offers the host the conclusion of the guest accommodation contract in a binding manner.

b) The contract is concluded upon receipt of the host's acceptance (booking confirmation) by the guest. It requires no form, so that **verbal and telephone confirmations for the guest and the host are legally binding**. As a rule, the host will also provide the guest with a written copy of the booking confirmation in the event of oral or telephone booking confirmations. Verbal or telephone bookings made by the guest **lead to a binding conclusion of the contract** if the respective written or verbal confirmation by the host is given, even if the guest **does not receive** the corresponding additional written copy of the booking confirmation.

c) If at the guest's request the host submits a special offer to the guest, this constitutes, contrary to the provisions above, a **binding contract offer from the host to the guest, as long as this is not a non-binding information on available accommodation and prices**. In these cases, the contract is concluded without the need for a corresponding reconfirmation by the host, if the guest agrees to it within a period specified in the offer, without restrictions, changes or extensions by express declaration, deposit, final payment or use of the accommodation.

2.3. For bookings made on the Internet, applies to the conclusion of the contract:

a) By clicking on the button "**book with payment**" the guest offers the host the conclusion of the guest reception contract bindingly. The guest is immediately informed of the receipt of his booking by electronic means.

b) The submission of the contract offer by pressing the button "book with payment" **does not entitle the guest to the conclusion of a guest accommodation contract according to his booking details**. The host is rather free in his decision to accept the contractual offer of the guest or not.

c) The contract is concluded, when the guest **receives the booking confirmation**.

d) If the booking confirmation is made immediately after the booking of the guest by pressing the button "book with payment" by a corresponding presentation of the booking confirmation on the screen (**booking in real time**), the guest accommodation contract with access and presentation of this booking confirmation with the guest concludes. In this case, the guest is offered the **opportunity to save and print out the booking confirmation**. However, the liability of the guest accommodation contract is not dependent on the guest using said option to store or print. As a rule, the guest also receives a copy of the booking confirmation by e-mail, e-mail attachment, mail or fax. However, the receiving such an additionally transmitted booking confirmation is not a prerequisite for the legal validity of the guest accommodation contract.

3. Prices and services

3.1. The prices stated in the booking basis (accommodation list in the Travel Planner, host's offer, Internet) are final prices and include the statutory value added tax and all ancillary costs, unless otherwise stated with regard to additional charges. Other positions however, such as a spa tax / tourist tax as well as charges for consumption-based billed services (e.g. electricity, gas, water, firewood) and for optional and additional services, which are booked or used on site are treated as a separate matter.

3.2. The services owed by the host are based exclusively on the content of the booking confirmation, the details of the accommodation and the services of the host as per booking basis as well as any additional agreements expressly made with you.

4. Payment

4.1. The due date for down payment as well as final payment depends on the agreement made between the guest and the host and is to be noted in the booking confirmation. If a special agreement has not been made, the entire price of accommodation, including charges for ancillary costs and additional services at the end of the stay, is payable and payable to the host.

4.2. The host is entitled to demand a down payment of up to 20% of the total price of accommodation services and additional services booked after conclusion of the contract, unless otherwise agreed in the individual case with respect to the amount of the down payment.

4.3. The host may charge for late stays and additional services (e.g. meals not included in the accommodation price, withdrawals from the minibar) for stays of more than 1 week after the expiry of the stay and make them payable.

4.4. Payments in foreign currencies are not possible. Credit card payments are only possible if agreed or offered by the host by general posting. Payments at the end of the stay are not possible by bank transfer.

4.5. If the guest does not make an agreed deposit despite a reminder from the host with a reasonable deadline, or if the guest does not completely comply within the specified period, then the host, as long as they themselves are willing and able to provide the contractual services and if there is no legal or contractual right of retention on the part of the guest, is entitled to rescind the

contract with the guest and to pay cancellation fees according to para. 6 of these conditions.

5. Arrival and departure

5.1. The arrival of the guest has to be done at the agreed time, without special agreement at the latest by 18:00.

5.2. The following applies for late arrivals:

a) The guest is obligated to inform the host at the latest by 18:00 or at the agreed time of arrival, if he arrives late or if he wants to move the starting date of the booked accommodation for a stay of several days.

b) If a timely notice is not given, the host is entitled to occupy the accommodation another way. For the period of non-occupancy, the provisions on the resignation or non-arrival of the guest stated in these terms and conditions apply accordingly.

5.3. For occupancy times, in which the guest does not use the accommodation due to late arrival, the provisions regarding the resignation or the non-arrival of the guest in these guest admission conditions apply accordingly. The guest has to make no payments to the host for such occupancy times, if the host has contractual or statutory reasons for the later arrival or non-occupancy.

5.4. The guest's accommodation has to be cleared at the agreed time, without special agreement, at the latest by 12:00 of the departure day. If the accommodation is not vacated in time, the host may request a corresponding additional payment. The assertion of further damage remains reserved to the host. A claim of use of the facilities of the accommodation company of the host after 12:00 of the departure day exists only in case of a relevant general notice of the host or an agreement made for this individual case.

6. Resignation and no-show

6.1. In the event of a cancellation or non-arrival of the guest, the claim of the host on payment of the agreed price of the stay, including the catering portion and the fees for additional services, remains viable. This does not apply insofar as the guest has been granted a free right of withdrawal by the host in individual cases and that the host receives in due time the guest's declaration about the exercise of this free right of withdrawal, which does not require any specific form.

6.2. The host shall seek to re-use the accommodation within the ordinary course of his business, without any obligation to make any special efforts and taking into account the special nature of the booked accommodation (for example, non-smoking rooms, family rooms).

6.3. If a different occupancy is possible for the period booked by the guest, the host will refer to his claim under no. 6.1 the income from such other occupancy, as far as such is not possible to offset expenses saved.

6.4. According to the percentages recognized by the case law for the assessment of saved expenses, the guest is obliged, if necessary taking into account amounts to be credited to the host according to para. 6.3, to pay the following amounts, in each case based on the total price of accommodation services (including all ancillary costs), but without consideration of spa contributions:

- | | |
|--|-----|
| ■ In the case of apartments / accommodations without meals | 90% |
| ■ In the case of overnight stays with breakfast | 80% |
| ■ In the case of half board | 70% |
| ■ In the case of full board | 60% |

6.5. The guest expressly reserves the right to prove to the host that the saved expenses are substantially higher than the deductions considered above or that the accommodation services or other services have been used elsewhere. In the case of such proof, the guest is only obliged to pay the correspondingly lower amount.

6.6. The guest is strongly recommended to conclude a travel cancellation insurance policy.

6.7. The declaration of withdrawal must be addressed directly to the host for all bookings and should be made in text form in the interest of the guest.

7. Obligations on part of the guest; termination by the guest

7.1. The guest is obligated to observe the house and premise rules, which were either announced to him or for which stem from according instructions, as long as the guest has a reasonable possibility to take notice of them.

7.2. The guest is obliged to notify the host of any defects and faults without delay and to demand redress. If this defect notification of the guest culpably, claims of the guest to the host can be omitted in whole or in part.

7.3. The guest can terminate the contract only in case of significant defects or disruptions. The guest has to oblige the host in the context of the notification of defects to set a reasonable period to remedy, unless the remedy is impossible, is refused by the host or the immediate termination is objectively justified due to a special interest on part of the guest, which are either recognizable to the host or make the continuation of the stay objectively unreasonable.

7.4. Domestic pets can only be brought along and accommodated if expressly agreed upon, if the host provides for this option in his offer. The guest is obliged to provide true information about the type and size of the animals. Violations against this provision can entitle the host to extraordinary termination of the guest's accommodation contract.

8. Limitation of liability

8.1. The liability of the host from the guest accommodation contract according to § 536a BGB for damages that do not result from injury to life, limb or health is excluded unless the cause lies with intentional or grossly negligent breach of duty by the host, his legal representative or assistant.

8.2. The eventual innkeeper liability of the host for objects brought in according to §§ 701 ff. BGB remains unaffected by this regulation.

8.3. The host is not liable for any performance disturbances in connection with services that are recognizable to third parties during the stay as external services (for example, excursions, entrance tickets, tickets for transport services, sports events, theater visits, exhibitions, etc.). The same applies to third-party services, which are arranged by the host already together with the booking of the accommodation, as far as these are explicitly marked as external services in the invitation to tender or the booking confirmation.

9. Alternative Dispute Resolution; choice of law and jurisdiction

9.1. With regard to the Consumer Dispute Resolution Act, **XXX** and the host point out that neither the **XXX** nor the host is currently engaged in voluntary consumer dispute resolution. If participation in a consumer dispute resolution facility becomes mandatory for the **XXX** or the host after the placement and guest reception conditions have been printed, the guest will be informed of this in an appropriate manner. For all brokerage and hospitality contracts concluded in electronic commerce, reference is made to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

9.2. The contractual relationship between the host and the guest is exclusively subject to German law. The same applies to the other legal relationship.

9.3. The guest can sue the host only at the host's seat.

9.4. For complaints of the host against the guest whose domicile is authoritative. For actions against guests who are merchants, legal persons under public or private law, or persons who are domiciled or ordinarily resident abroad, or whose place of residence or habitual residence is unknown at the time the action is brought The place of jurisdiction is the location of the host.

9.5. The above provisions do not apply if and to the extent applicable to the contract applicable, mandatory provisions of the European Union or other international provisions are applicable.

© Protected by copyright;
Noll & Hütten Rechtsanwälte; Stuttgart | München; 2004-2017
