

## Terms and conditions of holiday rental for accommodation facilities

### Article 1 Conclusion of holiday rental contract

1. The accommodation facility hereby offers the guest, represented by the Tourist Information Centre in Radebeul as a mediator, the conclusion of a holiday rental contract. This holiday rental contract shall become binding upon acceptance of the offer by the guest, and once the Tourist Information Centre in Radebeul, in its role as the representative of the accommodation facility, has sent confirmation of the booking to the accommodation facility.
2. In the interest of the contractual parties the booking shall be made in writing.
3. The booking made by the guest (the person who signs the form) shall be valid for all people listed in the booking; the guest shall also be responsible for ensuring that both he/she and all other persons fulfill their contractual obligations, to the extent that he/she has expressly declared willingness to do so in a separate agreement to this effect.

### Article 2 Services, rates and payment

1. The services to be rendered by the accommodation facility are exclusively those outlined in the booking offer together with the details in the catalogue/brochure.
2. The rates listed in the catalogue are final prices and include all additional costs, unless otherwise agreed.
3. The agreed rate, including all additional costs, shall be due for payment on the day of arrival, unless another arrangement has been agreed in the contract.

### Article 3 Cancellation

1. The conclusion of the holiday rental contract obligates both contractual partners to fulfill the terms of the contract, irrespective of the length of time covered by the contract. The right to unilateral cancellation of a binding booking, free of charge, on the part of the guest is excluded.
2. If the guest should nonetheless cancel the contract he shall be obliged, irrespective of the time and the reason for the cancellation, to pay the agreed or customary rate, including the catering share. The owner of the accommodation facility must, however, allow any expenses saved to be deducted from the claim for performance. The value of the saved expenses for accommodation with breakfast is recognized in case-law as a flat rate of 20%, for accommodation with half-board as a flat rate of 30%, for accommodation with full-board as a flat rate of 40%, and for the rental of a holiday apartment or a holiday house as a flat rate of 10% to 20%.
3. In place of fulfillment the owner of the accommodation facility shall have the right to demand fixed cancellation charges set at the following amounts (a percentage of the agreed accommodation rate):

**Cancellation charges for accommodation in guest houses/hotels/boarding houses/private rooms:**

Cancellation up to 31 days prior to commencement of travel	Cancellation free of charge
Cancellation up to 21 days prior to the commencement of travel	20%
Cancellation up to 11 days prior to the commencement of travel	40%
Cancellation up to 3 days prior to the commencement of travel	50%
Thereafter	80%
No-show	100%

**Cancellation charges for accommodation in holiday apartments/houses**

Cancellation up to the 31st day prior to commencement of the rental period	free of charge
Cancellation up to the 21st day prior to commencement of the rental period	20% (Minimum sum 25 Euros)
Cancellation up to the 5th day prior to commencement of the rental period	50%
Thereafter	60%
No-show	100%

4. The owner of an accommodation facility shall make unclaimed accommodation available to other guests in good faith, and must allow any expenses that are saved as a result to be deducted from the cancellation charges that he/she has asserted.
5. The guest has the right to prove that there is little-to-no incurred damage to the accommodation facility.
6. The notice of cancellation must be submitted to the accommodation facility, and should be made in writing in the interest of the guest.

7. The conclusion of a travel cancellation expenses insurance is highly recommended.

#### Article 4 Deficiencies in the provision of accommodation

The accommodation facility shall be responsible for the proper fulfillment of the contractually agreed performances. If deficiencies should be found in the rented accommodation which go beyond mere inconvenience then the guest must report the defects to the owner of the accommodation facility or his/her representatives, in order that the accommodation facility may rectify the deficiency. If the guest should neglect to inform the owners then he/she shall not be entitled to any claims on the basis of a failure to fulfill obligations in accordance with the services specified in the contract.

#### Article 5 Liability

1. The Tourist Information Centre acts exclusively in the role of a mediator for the booked accommodation service. It shall only be accountable for any errors made in the booking process. The accommodation facility is solely responsible for the provision of the booked services and any shortcomings in the provision of these services.
2. The accommodation facility shall not be held accountable for disruptions to services relating to services or performances which were sold exclusively as external services (e.g. sports events, theatre and concert visits, exhibitions, tours etc) and which are identified expressly as external services.

#### Article 6 Statute of limitations

Contractual claims, as well as claims for damages resulting from the holiday rental contract, and claims resulting from unlawful acts become time-barred after the expiry of three years.

#### Article 7 Choice of law/jurisdiction

1. The law of the Federal Republic of Germany is applicable.
2. The place of jurisdiction for complaints on the part of the guest against the accommodation facility shall be the accommodation facility exclusively.
3. For complaints on the part of the accommodation facility against merchants, corporate bodies under public law or juristic persons governed by private law without a general place of jurisdiction in Germany, or who have relocated their place of residence, or habitual domicile abroad upon completion of the contract, or whose place of residence or habitual domicile is unknown at the time the complaint is filed, it shall be agreed that the accommodation facility will serve as the exclusive place of jurisdiction.