

TERMS AND CONDITIONS FOR ACCOMMODATION SERVICES

Dear guest:

Please read the following Terms and Conditions of Accommodation carefully. On the one hand, they govern the legal relationship between you and the accommodation facility. On the other hand, these Terms and Conditions of Agency become an integral part of the agency contract concluded with Tourismus und Stadtmarketing Husum GmbH (hereinafter referred to as the "agency") as an intermediary for tourist services.

1. Subject matter of agency

The agency acts, through an electronic reservation system, as an intermediary for accommodation services. In doing so, the agency does not provide any proprietary services, but instead acts as an intermediary on behalf of and for the account of a third party, hereinafter referred to as the "accommodation facility". Thus the contract regarding the booked service is concluded solely by and between the guest and the accommodation facility. The agency and the guest are bound only by an agency contract. The scope of the services arranged for is stated in the booking confirmation. Side agreements that modify the scope of contractual performance are valid only if confirmed.

2. Booking and conclusion of contract

2.1 With the booking through the agency, the guest bindingly offers the accommodation facility the conclusion of an accommodation contract and offers the agency the conclusion of an agency contract including these Terms and Conditions of Accommodation.

2.2 The booking can be made electronically via Internet, by mail, by fax, in writing, by telephone or verbally.

2.3 The contracts referred to in 2.1 above are concluded upon acceptance by the agency. The guest shall be notified of the acceptance, for which no specific form is required, immediately upon conclusion of contract through transmission of a booking confirmation. In the event of an electronic booking via Internet, notification shall take place through transmission of a booking confirmation by e-mail at the end of the booking process. The guest is able to print out this booking confirmation.

2.4 The data provided to the agency is protected in accordance with the statutory regulations.

3. Payment

3.1 Saving an express agreement to the contrary, payment of the accommodation price stated in the booking confirmation shall be remitted directly to the accommodation facility in accordance with the following provisions.

3.2 For bookings made at least 14 days before arrival, the guest shall remit to the accommodation facility a down payment in the amount of 10% of the total price within 7 days after conclusion of contract (receipt of the verbal, written or electronic booking confirmation by the guest). Final payment shall be made to the accommodation facility at the latest on the day of arrival.

3.3 For bookings made less than 14 days before arrival, the total price shall be paid immediately upon conclusion of contract.

4. Withdrawal / Cancellation

4.1 The guest can cancel at any time through a declaration vis-à-vis the agency. The booking number should be stated in the cancellation notice. The definitive date is the receipt of the cancellation notice by the agency. We recommend that guests give notice of cancellation in writing.

4.2 If the guest cancels the concluded contract or does not use the booked accommodation, the accommodation facility can demand the contracted price less saved expenses and income from renting the accommodation to other parties.

4.3 The following percentage rates for determining saved expenses have been recognized in case law:

For holiday apartments / accommodations without board 90%

For accommodation with breakfast 80%

For accommodation with half-board 70%

For accommodation with full-board 60%

The percentage rates stated refer to the total price of the accommodation services (including all ancillary costs), without consideration for any public charges such as tourism tax or visitor's tax.

4.4 In all cases, the guest has the right to prove that no damages were caused by the guest's cancellation or that amount of the damages is less than a lump sum demanded from the guest. In this case, the guest is obligated to pay the lower costs (or not obligated to pay if no damages were incurred).

4.5 Conclusion of a travel cancellation expenses insurance policy is highly recommended.

5. Liability

5.1 The agency acts solely as an intermediary for third-party services and is not responsible for proper provision of the arranged third-party services, but only for proper arrangement of the aforementioned third-party services. The agency shall not be held responsible for non-performance or improper performance of the arranged accommodation contract.

5.2 The agency's liability is limited to cases of malice and gross negligence. Liability for ordinary negligence is hereby excluded. The above exclusion does not apply for damages to life, limb or health.

5.3 Claims for failure to render the services in accordance with the contract shall be directed immediately and solely to the respective accommodation facility. If the information contained in the booking confirmation is not sufficient to identify the accommodation facility, the necessary information can be obtained from the agency.

6. Obligations of the guest

6.1 The guest is obligated to immediately notify the accommodation facility of defects in the accommodation services or other contractual services or demand remedy.

6.2 The notice of defects shall be directed solely to the accommodation facility, not the agency.

6.3 The accommodation may only be occupied by the number of persons agreed upon with the accommodation facility. Occupancy in excess of the agreed upon number of persons may entitle the accommodation facility to immediate cancellation of the contract or reasonable additional compensation.

6.4 Pets, regardless of type, are permitted only after express agreement with the accommodation facility and then only within the scope of the stated type and size of animal.

7. Arrival and departure

7.1 Saving an agreement to the contrary, the booked accommodation shall be available from 4.00 pm onwards on the day of arrival.

7.2 If arriving after this time, the guest is obligated to notify the accommodation facility of this in due time. Unless notified of later arrival, the accommodation facility shall be entitled to rent the accommodation to another party from 6.00 pm onwards for a one-night stay or from noon on the following day for multi-night stays.

7.3 Saving an agreement to the contrary, the accommodation must be vacated by 10.00 pm on the day of departure.

8. Escape Clause

If any provision of these Terms and Conditions of Accommodation should be or become invalid, then this shall not affect the remaining valid provisions herein. The invalid provision shall be replaced by the statutory provision.

9. Legal Venue

Complaints against the agency must be filed at its legal domicile. For complaints by the agency against the guest, the guest's domicile shall be decisive unless the complaint is directed against registered traders or persons who have moved their domicile or habitual residence abroad after conclusion of contract or whose domicile or habitual residence is unknown at the time the complaint is filed. In these cases, the domicile of the agency shall be decisive.

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