



Standard Terms and Conditions for the Arrangement of Tourist Services and Guest Accommodation of the Tourist Information INZELL.

The Tourist Info Inzell arranges, as an agent only, tourist services and accommodation provided by the hospitality industry (hotels, inns, guesthouses, privately let rooms and holiday accommodation; hereinafter: service providers).

Once you make your booking, these Terms and Conditions become a part of the contract entered into with the Tourist Info Inzell and the service provider in the version applicable upon conclusion of the contract, unless otherwise individually agreed in the respective contract.

We therefore request you to read the following terms and conditions carefully.

1. Subject of the contract and contracting parties

- 1.1 These Standard Terms and Conditions apply to the arrangement of accommodation and tourist services for guests by Tourist Information Inzell, Rathausplatz 5, D-83334 Inzell, hereinafter referred to as TI
- 1.2 Solely the business conditions applicable at the time of the conclusion of contract apply. The TI shall not accept any other conditions, unless it has expressly agreed to these in writing in an individual case.
- 1.3 Unless expressly otherwise agreed, the TI shall act solely in the capacity of an agent when arranging services.
- 1.4 Consequently, a contract for the service arranged materialises solely between the guest and the service provider.
- 1.5 The TI does not have any influence on the services presented by service providers or on the contents, scope and quality thereof. It is not liable for information given by service providers, the service to be provided by them or for any faults in this service.
- 1.6 The TI is not a tour operator or a joint organiser as defined by Sections 651 a et seqq. of the German Civil Code [*BGB – Bürgerliches Gesetzbuch*]. It is merely entrusted with the task of obtaining the services required by the tour operator. Only the tour operator is responsible to the guest in compliance with the provisions on travel contracts set out in the German Civil Code.
- 1.7 Any liability of the TI under the agency agreement remains unaffected by the above provisions.
- 1.8 The agency service provided by the TI is free of charge for the guest.

2. Conclusion of contract / booking

- 2.1 The TI describes various tourist services in documents on which bookings are based, i.e. catalogues, prospectuses, letters of offer, web site (hereinafter: booking documents) which can be booked by the guest directly via the TI.

- 2.2 By booking services, the guest makes a binding offer to the respective service provider, represented by the TI, for the conclusion of an accommodation contract and/or a travel contract. The description of services set out in the booking documents on which the booking is based form the basis and contents of this offer. Bookings can be made informally but should be made in writing or via the Internet as proof.
- 2.3 This offer is accepted once the TI confirms the booking in writing. As the representative of the service provider, the TI usually issues a booking confirmation after a short processing period. The booking confirmation is not required to have a particular form.
- 2.4 If the contents of the booking confirmation differ to the contents of the offer, the booking confirmation is a new offer being made to the guest making the booking which he can accept by notifying the TI or the service provider thereof within a period of 10 days. During this period the TI and the service provider are bound to the contents of this new offer. The guest can give notice of acceptance expressly or by conclusive action (e.g. by paying the booking price) to the TI or the service provider.
- 2.5 If a guest or a third party makes a booking for several people, the person making the booking is responsible for their contractual obligations as he is for his own, if he has assumed this obligation by means of an express, separate declaration.

3. Services and changes to services

- 3.1 Only the services stated in the description provided in the booking document (letter of offer, catalogue or homepage) valid at the time of booking and defined in the contents of the booking confirmation are owed under the contract.
- 3.2 Additional arrangements which result in a change to the services owed under the contract require the express written confirmation by the TI or the service provider.
- 3.3 All of the information shown on the website is provided to the TI by its contractual partners. Particulars stated by the service providers on dates and events which are not subject matter of the specific booking may be subject to changes in time or postponements and the service provider/organiser must be contacted directly for any inquiries in this connection. The TI does not accept any guarantee for this.
- 3.4 Upon conclusion of the contract, the service provider is obliged to provide the service booked to the guest for the duration of the contract. It must provide the service agreed in the contract as regards contents, scope and quality in a manner equivalent to the standard stated in the booking document.
- 3.5 The guest is obliged to accept the service booked and to pay the service price payable for it.

4. Prices and price amendments

- 4.1 The prices stated in the booking document (catalogue, prospectus, letter of offer or web site) are final prices including the statutory value added tax. They include all supplementary charges unless otherwise stated in this connection or agreed between the parties. In particular, it is possible for usage-

based services (e.g. for electricity, gas and water), the local tourist tax or visitor's tax and the costs of additional services to be charged in addition to the price stated in the booking document and these can be shown separately as supplementary charges.

- 4.2 The respective service provider is responsible for the regularity of the prices stated and is also liable for the accuracy of these particulars. The TI accepts no responsibility in this connection.
- 4.3 The prices shown in the booking document valid at the time of booking are applicable. The older booking document becomes invalid upon publication of the more recent booking document.

5. Accommodation

5.1 Booking and arrival

An accommodation contract materialises through the booking between the guest and the service provider.

The service provider is obliged to provide the booked accommodation from the time agreed and for the agreed duration.

The service provider shall hold the booked accommodation available on the date of arrival until 6 p.m. as a basic principle. The guest is obliged to notify the service provider in due time if he expects to arrive later.

If a deposit or the complete payment has already been made by the guest or if the credit card number was stated when making the booking, the accommodation shall also be held available after this time.

5.2 Change to or deviation from the agreed service

After conclusion of contract, it is possible that a change to or a deviation from the contents of the booked service owed under the contract become necessary in rare, urgent cases. Such changes are permitted only to the extent that the changes or deviations are not of a significant nature, do not lead to a significant deviation from the service owed under the contract and the deviation is objectively justified.

A deviation which is insignificant and reasonable usually exists, for example, if the service provider, where accommodation is to be provided, provides the guest with adequate substitute accommodation because the room let can no longer be used or important business reasons require that the guest changes quarters.

The TI or the respective service provider are obliged to inform the guest immediately of changes or deviations concerning the contractually agreed service. If appropriate, the guest is to be given the opportunity of changing his booking free of charge or, if this is impossible for reasons for which the TI or the service provider are not responsible, of cancelling the booking free of charge.

If a service provider is forced to cancel an accommodation booking for urgent reasons, it is obliged to ensure that the guest immediately receives other quarters at least at an equivalent standard. If the cancellation is not made until the date of arrival or if the guest does not hear of the cancellation until his arrival, the service provider must ensure that the guest is given substitute accommodation within a period of 4 hours.

Any additional costs for substitute accommodation are for the account of the respective service provider.

In the event of a permitted change, other rights (in particular reduction of the price and damages) remain unaffected.

5.3 Duties and obligations of the guest

The guest is obliged to accept the booked accommodation and to pay the price agreed for the accommodation.

He may only use the booked accommodation for the purpose intended and must treat the rooms and furniture with care and in compliance with the rules of use and house rules, if such exist.

Unless otherwise agreed, the accommodation may only be used by the guest and the other persons shown in the booking confirmation. It is prohibited to allow third parties to use the accommodation and above all to sub-let it.

The traveller is obliged to immediately notify the service provider of any faults, disturbances and impairments in use that arise and to demand remedial action. The guests' claims remain valid only if the guest fails to make a complaint which he is responsible for making through no fault of his own. Notifying only the [TOURIST INFO] of the fault does not suffice.

If the guest's stay is considerably adversely affected as a result of a fault or a disturbance, the guest must set the service provider a reasonable period for remedial action. After the period has passed in vain, the guest is entitled to cancel the contract extraordinarily with immediate effect. No period for remedial action is required if the service provider seriously and finally refuses to provide remedial action, remedial action is impossible, the guest cannot be reasonably expected to continue his stay or the guest has a special interest in extraordinary cancellation which is recognisable for the service provider.

Guests may only take pets along with them if this is agreed in advance with the service provider. In this connection, the guest must state the type and size of the pet and, if the guest has several pets, the number of pets. The guest is liable for the pets he takes along with him according to the rules on the liability of animal keepers.

5.4 Due date of the booking price and deposit

Unless otherwise agreed, accommodation, including supplementary charges, consumption costs and additional expenses (e.g. mini bar, telephone, video) must be paid to the service provider on the date of departure directly.

Even if not specially agreed, the service provider is entitled to demand a deposit of 10 to 30 per cent of the booking price.

5.5 Cancellation of the contract and non-arrival

The guest can cancel the contract at any time until the start of the service booked by declaring his cancellation to the TI. To avoid misunderstandings, the cancellation must be submitted in writing and sent by post, fax or by e-mail.

If the guest cancels the booking or does not use the service, the guest is still obliged on principle to pay the booking price.

The service provider shall endeavour to rent out the accommodation to another guest in the course of its ordinary business operations although it is not obliged to make any special effort to do so.

If the accommodation is rented out to another guest, the service provider must offset this amount from the guest's bill. If it was not possible to rent out the room to another guest, the service provider must deduct the expenses it has saved.

Court rulings have accepted the following target values, which the guest must pay to the service provider, for the assessment of the accommodation expenses saved:

<u>Booked service:</u>	<u>Percentage:</u>
Holiday apartments and accommodation without board	90 %
Overnight stay with breakfast	80 %
Half-board	70 %
Full-board	60 %

The percentage stated is based on the full booking price including all supplementary charges, in which connection any public duties such as the tourist tax and visitor's tax are not taken into account.

The guest is expressly reserved the right to furnish proof that the accommodation was rented out to another guest as stated in no. (4) or that the expenses saved by the service provider were significantly higher than the amounts included in the flat rates above. In this case the guest shall only be required to pay the lower costs.

The TI urgently recommends that a travel cancellation insurance is taken out to avoid unnecessary costs if a guest is unexpectedly prevented from starting travel.

5.6 Change of booking

If, upon request by the guest, the booked service to be provided under the contract is changed, the TI shall not charge any fees for changing the booking up to 45 days prior to travel.

After the expiry of this period, requests for changes to bookings cannot be taken into account, unless these do not involve any particular effort and only a small amount of costs.

However, the guest is free to make a new booking after cancelling the contract in accordance with the conditions above.

5.7 Premature ending of the contract

If the contract has been concluded for a specific period, the contract ends upon the expiry of the agreed period. If the contract is ended prematurely by the guest, the service provider's entitlement to the full booking price remains unaffected. However, the service provider shall endeavour to have the unused contractually agreed service used otherwise in the ordinary course of business, although it is not obliged to make any special effort in this connection.

The contract with the service provider ends upon the death of the guest.

5.8 Security

If a guest does not pay the agreed booking price or does not pay in due time, the service provider has a lien on the items brought in by the guest to secure its receivables from the service provided, including expenses. Thus, it has the right to withhold the items subject to the lien until payment and, if

appropriate, to sell these items to satisfy its claims in compliance with statutory regulations.

6. Package tours and travel services

6.1 Booking and arrival

A travel contract materialises between the guest and the tour operator through the booking.

In addition to the booking confirmation and the general travel documents, the guest receives a trust letter from the tour operator.

The guest must arrive on the date of arrival by 6 p.m. as a basic rule. The guest is obliged to notify the tour operator in due time if he might arrive later.

6.2 Change to or deviation from the agreed service

After conclusion of the travel contract it may be necessary to change or to deviate from the contractually owed content of the service booked in rare, urgent cases. Such changes are permitted only to the extent that the changes or deviations are insignificant, do not lead to a major deviation in the contractually owed service and do not adversely affect the overall tailoring of the travel booked.

The TI or the respective service provider are obliged to immediately inform the guest of changes or deviations relating to the contractually agreed service. If appropriate, the guest is to be given the opportunity to change his booking free of charge or if this is not possible for reasons for which the TI or the tour operator are not responsible, to be offered to cancel the booking free of charge.

If a change is admissible, the other rights remain unaffected (in particular reduction of the price and damages).

6.3 Due date of the booking price and deposit

All payments (deposit or residual payment) by the guest may only be made after the trust letter is handed over, unless otherwise provided below. A trust letter is not required to be handed over if the travel is for less than 24 hours, does not include an overnight stay and the travel price does not exceed an amount of EUR 75.00 per traveller.

After conclusion of the travel contract, a deposit of at least 25% of the travel price is payable.

The residual travel price is due for payment after receipt of the travel documents without any further request for payment, however after invoicing and no later than four weeks before the start of travel.

Bookings within a period of four weeks prior to the start of the travel service oblige the guest to immediately pay the travel service.

If travel services are booked at short notice (one week before the start of travel) payment must be made by bank transfer (advance payment), direct debit or credit card, in which connection the travel price must have been credited no later than one day before arrival. In these cases the travel documents are handed over on the business premises of the TI, unless expressly otherwise agreed.

6.4 Cancellation of the contract and non-arrival

The guest may cancel the travel contract at any time up until the start of travel by notifying the TI thereof. The notification of cancellation must be submitted in writing and sent by post, fax or e-mail to avoid misunderstandings.

If the guest cancels the booking or does not use the service, the tour operator is entitled to the following flat rates as compensation, whereby the expenses usually saved and any other use usually possible of the contractually agreed travel service have been taken into account:

In the case of cancellation

up to 45 days before the start of travel: 0 % of the travel price

up to 30 days before the start of travel: 30 % of the travel price

up to 15 days before the start of travel: 50 % of the travel price

up to 8 days before the start of travel: 60 % of the travel price

up to 1 day before the start of travel: 80 % of the travel price

on the date of the start of travel

and in case of non-arrival: 90 % of the travel price.

The guest is expressly reserved the right to furnish proof that the tour operator did not actually incur any costs or incurred lower costs than the flat cost rates charged. In this case the guest is only obliged to pay the lower costs.

The TI urgently recommends that a travel cancellation insurance is taken out to avoid unnecessary costs if the traveller is unexpectedly prevented from starting travel.

6.5 Change in booking

If, upon request by the guest, there is a change in the service booked under the contract, the TI shall not charge any fees for the change in the booking up to 45 days before the start of travel.

After the expiry of this period, requests for changes in bookings cannot be taken into account unless these do not involve any particular efforts and only a small amount of costs.

The guest is free, however, to make a new booking after cancelling the contract in compliance with the conditions set out above.

6.6 Premature ending of the contract

If the contract has been concluded for a specific period, the contract ends upon the expiry of the agreed period. If the contract is ended prematurely by the guest, the service provider's entitlement to the full booking price remains unaffected. However, the tour operator shall endeavour in the ordinary course of business to have the unused contractually agreed service used otherwise, although it is not obliged to make any special effort to do so. Any expenses saved and proceeds gained from other use shall be reimbursed to the guest.

The contract with the service provider ends upon the death of the guest.

6.7 Warranty and remedial action

The warranty for travel services is based generally on the contractual agreement with the tour operator.

If no agreements are made at all or no deviating agreements are made in the travel contract, the warranty is based on the following rules:

If one or more travel services are not in compliance with the contract, the customer can demand rectification of the faulty travel service or demand an equivalent service as a substitute (remedial action), unless this requires an excessive amount of effort.

If there is a fault in the travel service and this is not remedied within a reasonable period set by the guest despite notification in due time, the guest can take remedial action himself and demand the reimbursement of the necessary expenses. No period for remedial action is required if the tour operator seriously and finally refuses to take remedial action or the customer has a special interest in immediately taking remedial action himself.

If a travel service is considerably adversely affected by a fault and no remedial action is taken within a reasonable period, the guest can terminate the travel contract. No period for remedial action must be set if remedial action is impossible, was refused by the tour operator or immediate termination is justified because the guest has a special interest in this. This provision applies accordingly if the guest cannot be reasonably expected to start or to continue travel due to the fault for an important reason which is recognisable to the tour operator.

Irrespective of a reduction in the price or termination, the guest can claim damages for non-performance, unless the fault is based on a circumstance for which the tour operator is not responsible.

6.8 Obligations of the guest

The guest shall immediately notify the tour operator or the TI or its representative named in the travel documents of any faults that arise and demand remedial action.

The guests' claims remain valid only if the guest fails to make a complaint which he is responsible for making through no fault of his own.

The guest must assert any claims against the tour operator at the address stated in the travel documents based on travel services which are not provided as agreed in the contract within one month after the date of the return journey (date of the end of travel) stated in the contract. It is urgently recommended that claims are asserted in writing. The guest's claims remain valid only if the claim is not asserted in due time without the guest being at fault in this regard.

6.9 Liability

The contractual liability of the tour operator is based on the regulations set out in the travel contract as a basic principle.

If the travel contract does not state any provisions at all or does not state deviating provisions on liability, liability is based on the following rules:

The contractual liability of the tour operator for cases of damage which are not bodily injuries (including damage caused by the breach of pre-contractual, ancillary contractual and post-contractual duties) is restricted to three times the amount of the travel price if the damage suffered by the guest is not caused intentionally or grossly negligently or if the tour operator is responsible for damage caused to the guest solely on account of a fault of its vicarious agent.

7. Admission tickets

7.1 Booking, payment and the hand-over / sending of admission tickets

The guest can book admission tickets for various events directly with the TI, if appropriate quotas are available. If there are no admission tickets available, the guest is not entitled to having admission tickets obtained for him.

The ticket price, the booking costs and the flat rate for sending admission tickets are shown in the respective description in the booking documents.

Admission tickets booked are payable either directly by credit card, upon receipt of the booking confirmation by bank transfer to the TI or on site in return for the admission ticket, passenger ticket or any other proof of entitlement, depending on the arrangement made with the guest.

If payment has been agreed by credit card or by bank transfer and no agreement was made for the admission tickets to be collected at the event location (box office) or at the TI, the admission tickets shall be sent to the customer immediately after the amount paid is finally credited to the account of the TI.

The customer bears the risk of delays in the sending of admission tickets or in bank transfers.

7.2 Withdrawal / Cancellation and change of booking

It is not possible to exchange or to return admission tickets.

In such a case and if the admission ticket or proof of entitlement is not used, the guest is not entitled to the reimbursement of the admission price and the booking/processing fees.

8. Tourist guides

The TI arranges tourist guides for a variety of conducted tours.

8.1 Booking, prices and payment

Unless otherwise stated in the booking documents, the price for the tourist guide's services must be paid to this person directly.

The prices are shown in the respective booking documents and unless otherwise agreed, exclude the statutory value added tax and any admission charges, parking fees or other additional costs incurred in connection with the conducted tour.

8.2 Change and cancellation, delay and non-appearance

A change or cancellation of a booking is only possible up to 72 hours before the date booked by notifying the TI thereof in writing.

A separate processing fee can be charged for the change or cancellation of services provided by tourist guides.

The agreed price of the service is payable without any deductions if the service is not cancelled or changed in due time.

A tourist guide is required to wait for his/her customer for a maximum period of 60 minutes and this amount is payable in addition to the agreed service.

9. Purchase contracts

9.1 Offer and acceptance

The TI also sporadically offers goods for sale in addition to providing tourist services.

The customer's order is a binding offer to conclude a purchase contract. The TI has accepted this offer if it confirms the order within a period of 2 weeks or delivers the goods ordered.

9.2 Instructions in compliance with the German Distance Selling Act ("Fernabsatzgesetz")

9.2.1 All orders for goods from the TI by a consumer may be revoked within two weeks. The right of revocation can be exercised in writing without stating any reasons (e.g. letter, fax, e-mail) or by returning the goods within two weeks after receipt of delivery.

The customer has observed the period if the goods or the notice of revocation are sent in due time to the Tourist Information, Rathausplatz 5, D-83334 Inzell. Goods may be returned only if they have not been used and are still in their original packaging.

9.2.2 Subject to the provision under c), the goods are returned at the expense of the TI. However, the return costs are advanced by the customer. If the goods can be sent as a postal parcel they must be returned as such. The costs for sending back the goods are then refunded to the customer along with the purchase price after the return of the goods. It is prohibited to post the goods to be returned to the TI as postage "unpaid" or cash on delivery.

9.2.3 If the value of the goods is EUR 40 or less, the costs of returning the goods shall be paid by the buyer. Buyers located abroad pay any additional bank charges possibly incurred upon returning the goods to the TI.

9.2.3 If the customer is responsible for any deterioration in or the destruction of the goods, he is obliged to pay damages. This also applies if depreciation occurs as a result of use as agreed. Use of the goods as agreed merely for the purpose of inspecting them is excepted from this rule. If the goods are used, the customer is obliged to surrender the emoluments.

9.2.5 There is no right of revocation for goods clearly tailored to personal requirements (e.g. logo articles), for goods which are not suitable for returning due to the nature thereof, can perish rapidly or if the use-by date has passed and in the case of audio and video recordings or software if the seal has been removed from the data carriers supplied and in the case of newspapers, journals and colour magazines.

10. Additional terms of payment

The booked services shall be paid in cash, by bank transfer (advance payment) or by direct debit as a basic rule. Neither the TI nor the respective service provider are obliged to accept cashless means of payment (cheques, euro cheque card payment, credit cards etc.) or foreign currencies.

11. Warranty / Liability

- 11.1 The particulars and information of the agency are based on statements and details provided by the respective organiser and service provider. The agency accepts no guarantee for the accuracy of these statements.
- 11.2 Furthermore, the agency does not assume any warranty for services, particularly not for the contents, the implementation, the expiry or the quality of services or events nor for the accuracy of the information provided by the service provider. Only the service providers are responsible for this.
- 11.3 The contractual liability of the service provider for cases of damage which are not bodily injuries (including damage caused by the breach of pre-contractual, ancillary contractual and post-contractual duties) is restricted to three times the amount of the travel price if the damage to the guest is not caused intentionally or grossly negligently or if the service provider is responsible for damage caused to the guest solely on account of a fault of its vicarious agent.
- 11.4 The service provider is not liable for defective performance in connection with services which are not the principal services agreed under the contract and where the guest can recognise that they are not part of the service provider's package deal and are only arranged as third-party services when the package deal is booked or during the stay (e.g. sports events, visits to the theatre, exhibitions, excursions, etc.) and are designated as third-party services.
- 11.5 The TI is liable exclusively for any of its own faults and faults of its vicarious agents when acting as an agent.
Solely the respective service provider is liable for the booked service itself and for defective performance/faults in the provision of the services.
- 11.6 Any liability of a hotel, guesthouse or inn under the regulations for inn-keeper's liability pursuant to Sections 701 et seqq. of the German Civil Code remains unaffected by the provisions above above.

12. Statutory period of limitation

- 12.1 Claims of the guest against the service provider and/or the TI, irrespective of the legal ground – except for claims arising under an unlawful act – become time-barred after one year. Claims arising from an unlawful act become time-barred in compliance with statutory provisions.
- 12.2 The period of limitation commences at the end of the year in which the claim arose and the guest gains knowledge of the circumstances giving rise to the claim and the service provider as obligor gains knowledge thereof or should gain knowledge thereof without acting grossly negligently.
- 12.3 If negotiations are pending between the guest and the service provider or the TI on the claim or on the circumstances giving rise to the claim, the period of limitation is suspended until the guest or the service provider or the TI refuses to continue negotiations. Limitation occurs three months after the end of the suspension at the earliest.
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13. Data protection

- 13.1 The TI collects and processes personal data solely in order to process the bookings of the guest. All data of guests are saved and processed in compliance with the relevant provisions of the Federal Data Protection Act (*BDSG - Bundesdatenschutzgesetz*) and the Teleservice Data Protection Act (*TDDSG - Teledienstdatenschutzgesetz*).
- 13.2 The guest is entitled to obtain information on the data saved on him as well as to correct, block and delete such data free of charge at any time.
- 13.3 The personal data disclosed by the guest are used to establish a basis for the agency service, to provide the agency service and to implement the bookings of the service arranged. In the process, the [TOURIST INFO] is entitled to disclose this data also to third parties to make inquiries, bookings and to process payments.
- 13.4 Until revocation, the TI is entitled to collect, process and use the personal data collected for the purpose of giving advice, advertising, conducting market research and for creating offers or services tailored to suit the needs of guests. The revocation can be declared at any time informally to the TI.

14. Jurisdiction and applicable law

- 14.1 The entire legal and contractual relationship between the TI and the service providers and guests who do not have their general residence or principal place of business in Germany is governed by the laws of the Federal Republic of Germany exclusively.
- 14.2 Legal action against the TI and/or the service providers shall be filed at their principal place of business.
- 14.3 Legal action by the TI and/or a service provider against the guest shall be filed at the guest's place of residence unless the legal action is taken against registered traders, legal entities under public or private law or people who, after conclusion of contract, transfer their habitual place of abode to abroad or whose place of residence or habitual place of abode is unknown at the time when action is filed. In these cases, the registered office of the [TOURIST INFO] and/or the service provider is authoritative.

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