

## Cancellation Terms

### Vacation accommodation agreement – contract conclusion, services, early departure and cancellation regulations

The following cancellation terms shall apply if no other terms are agreed between the accommodation facility and the guest. Depending on the type of reservation, agreed cancellation costs include conditions detailed on the price list, on the website and in other documentation produced by the accommodation facility.

#### Excerpt from the cancellation terms:

6. **Conclusion of contract:** With the booking, reservation, promise or short term provision of accommodation and the subsequent confirmation, a vacation accommodation contract shall be deemed to have come in to force. This obliges both parties to fulfil the agreement, with all its rights and responsibilities, regardless of its duration.
7. **Services:** A vacation accommodation contract is deemed to have been concluded as soon as the booking for the room / holiday home has been made and accepted either verbally or in writing by both parties to the contract. When the agreement is concluded, both parties commit, for its entire duration, to fulfil the following mutual responsibilities:
  - a.) The accommodation facility undertakes to provide the accommodation in a condition that is fit for purpose and in accordance with the booking.
  - b.) The guest is obliged to pay the contractually agreed price for the time (duration) of the reservation.
  - c.) The guest will not be automatically released from paying the sum owing under the agreement, if, regardless of the reason for the hindrance, he is prevented from exercising the right of use to which he is entitled.
  - d.) However, if the accommodation facility is responsible for preventing the guest from exercising this right of use, the guest shall be released from the requirement to pay the agreed sum.
8. **Early departure:** Unless otherwise agreed between the accommodation facility and the guest, the following terms shall apply in the case of early departure: In the case of early departure by the guest (regardless of whether the duration of the stay was agreed verbally or in writing) the accommodation expenses (holiday price less costs that were not incurred) may be claimed by the accommodation facility. This only applies if it has been demonstrably impossible for the accommodation facility to re-let the accommodation to a third party. If the accommodation facility is only able to re-let the accommodation to a third party for part of the period, then a charge may be made for the remainder of the period. The accommodation expenses are set at 70% of the price agreed for the room and board or 90% of the price agreed for the holiday home.
9. **Cancellation:** Unless otherwise agreed between the accommodation facility and the guest, the following terms shall apply in case of cancellation: In the event of a cancellation, the accommodation expenses (holiday price less costs not incurred) may be reclaimed by the accommodation facility. This only applies if it has been demonstrably impossible for the accommodation facility to re-let the accommodation to a third party. If the accommodation facility is only able to re-let the accommodation to a third party for part of the period, then a charge may be made for the remainder of the period. The accommodation expenses are set at 70% of the price agreed for the room and board or 90% of the price agreed for the holiday home.
10. **Place of jurisdiction:** Sole place of jurisdiction is the place where the service is provided.