

Accommodation procurement general terms and conditions in Friedrichshafen

The following information is provided as a service for our English speaking customers, in order to assist in understanding of the terms of contract and its legal grounds, in the case of bookings being made, as stated below. However, please take into account that this translation is for services only and that only the German version is valid and has the binding official wording. The following terms and conditions are subject to the bookings which have been arranged between the customer and the accommodation provider- hereafter referred to as "host" (hotels, guest houses, inns and bed & breakfasts, private rooms and holiday apartments). The terms of contract are according to the German Civil Code BGB. Please read these terms and conditions carefully.

1. All Positions via the Tourist-Information Friedrichshafen (TI-FN) are made subject to these terms and conditions

- 1.1. For conclusion of contracts, depending on the time of the conclusion of the contract, the following applies (due to the new travel law regulations coming into force on 01.07.2018, this is determined according to the statutory regulation after the time of the conclusion of the contract):
 - 1.2. For all contracts concluded before 01.07.2018:
 - a) The TI-FN is the operator of the respective websites or publisher of respective host directories. As far as the TI-FN arranges accommodation, it also has the status of a travel agent. However, the TI-FN is under no circumstances the contractual partner 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 TI-FN under the agency contract and statutory provisions, in particular according to mandatory provisions on teleservices and electronic commerce, shall remain unaffected.
 - 1.3. For all contracts concluded after 30.06.2018:
 - a) The TI-FN is the operator of the respective websites or publisher of corresponding host directories, catalogues, flyers or other print media and online presence, as far as it is explicitly designated as the publisher / operator.
 - b) To the extent that the TI-FN arranges a combination of accommodation and own services of the hosts (e.g.: accommodation and food) and the host's own services do not represent a significant part of the total value of this service and neither an essential feature of the host or TI-FN themselves are still advertised as such, the TI-FN has only the position of an intermediary of accommodation services.
 - c) TI-FN, as an intermediary, has the position of a provider of connected travel services, insofar as the conditions for an offer of connected travel services of TI-FN are met according to the statutory provisions of § 651w BGB.

d) Without prejudice to the obligations of TI-FN as a provider of related travel services (in particular transfer of the statutory form and execution of customer protection in the event of a debt collection of TI-FN) and the legal consequences of non-compliance with these legal obligations TI-FN is in the case the conditions according to b) or c) are fulfilled, neither the tour operator nor the contractual partner of the guest accommodation contract that arises in the event of the 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 TI-FN arising from the agency contract and statutory provisions, in particular mandatory provisions on teleservices and electronic commerce remains unaffected.

1.4. For all contracts, regardless of the time of the conclusion of the contract, the following applies:

The present terms and conditions apply, as far as effectively agreed, to guest accommodation contracts in which the booking bases are the host directories, catalogues or accommodation offers published by TI-FN on websites.

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

2. Conclusions of Contract

2.1. The accommodation contract will be concluded as follows:

- a) Basis of the offer of the host and the guest booking are the description of the accommodation and all additional information presented in the documentation (e. g. description of the town, classification remarks).
- b) The TI-FN indicates that under the statutory provisions of the Civil Code in accommodation contracts completed via distance selling (letters, catalogues, telephone calls, fax, e-mails, SMS as well as broadcasting and telemedia); there is no right of cancellation but merely the legal provisions regarding the non-use of leasing contracts. A right is, however, if the accommodation contract has been concluded away from business premises, unless the oral agreements, on which the conclusion of the contract is based, have been conducted on previous order of the consumer; in the latter case there is also no right of withdrawal.
- c) In case of bookings being made by a customer for companies, clubs, authorities or customers in charge of a group, then the customer making a booking is liable for all contractual commitments of fellow passengers/visitors, for whom the booking has been made, and not the individual participant, unless otherwise expressly agreed.

2.2. For a reservation, which is done orally, by phone, in writing via email or fax, the following applies:

- a) With the reservation the customer offers the host the accommodation contract to be binding.

- b) The contract is concluded with the informal receipt of acceptance at the customer, with the consequence that verbal and telephone confirmations are legally binding for the customer. As a rule, the host or the TI-FN will additionally send a written copy of the booking confirmation to the customer. However, verbal or telephone bookings by the customer with an appropriate oral or telephone confirmation lead evenly to a binding contract when the corresponding written copy of the booking confirmation is not received by the customer.
 - c) If confirmation of the booking diverges from the customer's booking, this constitutes a new offer made by the host. The contract is concluded on the basis of this new offer, if the customer affirms his acceptance of this by explicit statement, payment of deposit or of the balance or taking up of accommodation.
- 2.3. For bookings made electronically the following applies for the conclusion of the contract:
- a) By pressing the button "payable booking" the host offers the conclusion of the accommodation contract to the customer as binding. The customer receives the confirmation electronically and immediately.
 - b) The submission of the contract offer by pressing the button "payable booking" does not entitle the guest to the conclusion of an accommodation contract according to his booking request. The host is rather free in his decision to accept the contract offer of the customer or not.
 - c) The contract will be concluded for the customer with receipt of the booking confirmation by the host or the TI-FN as its intermediaries.
- 2.4. The booking confirmation is confirmed immediately after making the reservation by pressing the button "payable booking" by appropriate representation on the screen (booking in real time); the booking contract is concluded with access and presentation on the screen. The guest has the possibility to store and print the confirmation. As a rule, the host or the TI-FN will additionally transmit the guest a copy of the booking confirmation via e-mail, e-mail attachment, mail or fax. The transmission of such additional booking confirmation is also not a prerequisite for the legally binding nature of the accommodation contract.

3. Reservations

- 3.1. Reservations without obligation that entitle free of charge withdrawal from the contract are only possible in case of a respective explicit agreement with the host.
- 3.2. When a reservation without obligation has been agreed upon by the customer, the chosen accommodation must be held available by the host up to an agreed period of time for the customer. The customer is obliged to inform the host within the agreed period of time if the reservation should be considered as a binding booking. In case of non-transmission of communication, the reservation becomes invalid without the host's obligation of notification. If the communication has been transmitted with due notice, the booking becomes binding, regardless of the host's confirmation of booking.

4. Prices and Services

- 4.1. The prices indicated are final prices and include the statutory sales tax and all other additional charges, unless these are otherwise indicated.
- 4.2. The services owed by the host result solely from the content of the booking confirmation jointly with the valid accommodation description as well as additional possible agreements made with the customer. The customer is advised to make any additional agreements in writing.

5. Terms of Payment

- 5.1. The host reserves the right to claim a deposit, after the conclusion of contract. If not else agreed, the deposit amount charged is 20% of the final price for accommodation and booked services.
- 5.2. Unless otherwise expressly agreed, the payment of the whole accommodation price, inclusive of extra charges and additional services, will be made to the facility upon checking-out.
- 5.3. For bookings made less than seven working days prior to arrival, the deposit is due to the host on the day of arrival unless otherwise agreed and the balance is due on the day of departure.
- 5.4. Payments in foreign currencies and account-only cheques are not admissible. Payment by credit card is only possible if it has been expressly agreed upon or offered by the facility in a notice applying to all customers. Payments by way of bank remittance upon checking-out are not admissible.
- 5.5. The host reserves the rights to cancel the contract by default of payment of deposits or part payments, which haven't been made within the deadline or by final reminder stated by the host (unless the customer has the rights of a lawful right of retention) and is able to claim compensation, stated by item 7.

6. Arrival and Departure

- 6.1. Customer's arrival should take place at the agreed point in time, at the latest up to 6.00 p.m. unless otherwise agreed.
- 6.2. The following applies for late arrivals:
 - a) It lies within the customer's duty to inform the host at the very latest until 6.00 p.m. in the event of a late arrival or if the arrival is postponed by a day if the duration booked is for a few days.
 - b) If the host is not informed on time the host reserves the right to let the room out to another guest. In the event of non-arrival the agreed remuneration is to be settled for the duration of non-letting, as per item 7.

c) In the event of a postponed arrival, the visitor is obligated to pay the host compensation, relative to the total accommodation price, including all incidental costs, for undrawn occupancy services as stated in item 7, unless otherwise lawfully agreed upon by the host.

6.3. The customer's departure must take place at the agreed point in time without any additional agreement, at the latest, by 12.00 a.m. of the departure date. In the event of a late vacation of the lodging, the host is entitled to claim a respective additional remuneration. The right to put forward claims for damages caused by delayed performance remains in effect.

7. Cancellation and Non-Arrival

7.1. In the event of withdrawal by the customer, the host is entitled to compensation of the agreed price for the booked accommodation including meals and other services.

7.2. The host should try to re-let the unused accommodation to another party in the course of its usual business operations without obligation to make any special offers and taking into consideration particular characters of booked accommodation, such as non-smoking and family rooms.

7.3. As per percentage recognized by law for the calculation of expenses spared, the customer must pay the following amounts to the host, in each case relative to the total accommodation price(including all incidental costs) but without taking into consideration possible public charges such as visitor's or health resort tax:

- For holiday apartments/accommodation without board 90 %
- For accommodation/breakfast 80 %
- For half board 70 %
- For full board 60 %

7.4. The customer reserves the explicit right to provide evidence to the host, that its savings in expenses are much higher than the aforementioned, taken into consideration deductions, or that the accommodation or some other service has been provided to another party. In the event of such confirmation, the customer is only obliged to pay the lower amount.

7.5. It is strongly recommended that you take out travel and cancellation insurance to cover the costs of a possible withdrawal.

7.6. The cancellation should be addressed to the host and not to the TI-FN and should be made in writing in the interest of the customer. In the event of a cancellation or no-show the TI-FN is entitled to transmit the customer's credit card details to the host.

8. Customer's duty; withdrawal by the host; bringing of animals

8.1. The customer must abide by the notified house and courtyard regulations and is obligated to take these into consideration, if reasonable. The customer is obliged to notify the host

of damages or defects or malfunctions. A notice of defect directed only to the TI-FN is not sufficient. Should the customer's notice of defect have been committed through his own fault, the customer's claim will be completely or partially ruled out. It lies within the customer's duty to inform the host immediately of short-comings and defects as well as to demand redress.

- 8.2. The customer is entitled to cancel the contract only in case of considerable shortcomings or defects. He must previously set the facility a deadline for remedy in his notice of defect, if the remedy is not possible, the host refuses the remedial measures or the grounds for an immediate cancellation are evident and objectively justified or if such circumstances occur, under which it cannot be objectively expected from the visitor that he continues his stay.
- 8.3. Accommodating pets in lodgings is only possible if expressly agreed upon and only if the facility has foreseen this possibility in its tender. The customer is obliged to provide accurate data about his pet's size and breed in the context of such agreements. In case of violation of the rules, the host is entitled to an extraordinary cancellation of the accommodation contract. The host reserves the rights to refuse entry to the accommodation if the data proves to be incorrect about the size and breed of the animal, resulting in cancellation of the accommodation contract.
- 8.4. The host can cancel the accommodation contract without notice if the guest interferes despite a warning from the host with the operating accommodation, or disturbs the implementation of stay sustainably or if the guest violates the contract to such an extent that immediate cancellation of the contract is justified. If the host cancels, the entitlement of the host for payment applies. According to paragraph 6.

9. Limitation of Liability

- 9.1. The facility / host shall not be liable for disruptions to services which have recognizably been arranged for the customer as third party services during his stay (i.e. sporting events, concerts, theatre visits, exhibitions). The same shall apply to third party services which were arranged together with the accommodation booking, provided that they are expressly indicated as third party services in the advertisement or booking confirmation.

10. Alternative Dispute Resolution in Consumer Matters, Law and place of jurisdiction

- 10.1. All contractual agreements made between the customer and the host are according to German law.
- 10.2. The customer can only claim compensation against the host/facility according to the statutory law, where the latter has his place of residence.
- 10.3. In the event of claims being lodged by the host against the customer; the performance of jurisdiction shall take place at the place of residence of the customer. If the person being prosecuted has his/her place of residence, during this time abroad, whether private or

registered as a business address, or is unknown, then the place of residence of the host will be made valid and will be applicable for the performance of jurisdiction.

10.4. The aforementioned provisions shall not apply, if and to the extent, on the basis of European rules on the application of law in cross-border contract provisions in Regulation of the European Union or of home country of a consumer from the EU countries, which are more favourable to consumers than the aforementioned provisions, or the applicable statutory law in Germany.

10.5. The TI-FN points out, with regard to the law of alternative dispute resolution in consumer matters, that it does not participate in a voluntary Alternative Dispute Resolution in Consumer Matters. If an alternative dispute resolution in consumer matters becomes mandatory after the TI-FN has issued these general terms and conditions, it will inform consumers in an appropriate manner. For all contracts concluded in electronic commerce TI-FN refers to the European online dispute resolution in consumer matters platform <http://ec.europa.eu/consumers/odr/>.

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