

GENERAL TERMS AND CONDITIONS

For Ferienappartementhaus Hubertushof
(Hubertushof Holiday House Apartments)
As of: 01.10.2013

Ferienappartementhaus
Hubertushof
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– Hereinafter referred to as the "Holiday House" -

1. Area of Application

- 1.1 The following general terms and conditions apply for contracts pertaining to the rental provision of holiday apartments for lodging purposes, as well as all further services and deliveries provided by the Holiday House to the Guest.
- 1.2 Deviating provisions, including the general terms and conditions of the Guest, only apply if this is expressly agreed in writing beforehand.

2. Effective Conclusion of the Contract

- 2.1 The lodging agreement (lodging contract) is concluded through submission of a request (holiday apartment booking) by the Guest, which is then accepted by the Holiday House; this acceptance is issued in the form of a booking confirmation.

Confirmation of the holiday apartment booking can be issued either in writing or per e-mail.

- 2.2 If the holiday apartment booking is made by a third party on behalf of the Guest, the third party is liable together with the Guest as joint and several debtor for all obligations to the Holiday House arising from this lodging contract, insofar as the Holiday House is in possession of a corresponding declaration to this effect from the third party.
- 2.3 In addition to § 70 I ff. BGB [German Civil Code], the general law of contract and the provisions of the general law of tenancy of the BGB are applicable to the lodging contracts.
- 2.4 Any subletting or re-letting of the rented holiday apartment or any use which differs from the usual accommodation purposes requires the prior written approval of the Holiday House.

3. Prices and Services

- 3.1 The Holiday House is obligated have ready the holiday apartment booked by the Guest in accordance with these general terms and conditions and to provide the agreed services.
- 3.2 The Guest is obligated to pay the applicable or agreed prices for the rental of the apartment and any further services availed of by him. This also applies for services obtained and outlays incurred from third parties at the expense of the Holiday House on behalf of the Customer.
- 3.3 The agreed prices include the respective legally applicable value-added tax.
- 3.4 The prices can be changed by the Holiday House, if the Guest requests retroactive changes to the number of holiday apartments booked, the service provided by the Holiday House or the length of Guest's stay, and the Holiday House agrees to this.
- 3.5 The bill issued by the Holiday House is payable immediately upon receipt without any deductions.
- 3.6 The Holiday House is entitled to demand an appropriate advance payment or security deposit on conclusion of the contract or thereafter. The amount of the advance payment and its maturity can be agreed in writing in the contract. Furthermore, the Holiday House is entitled to issue an intermediate invoice, declare it due and demand immediate payment while the Guest is still accommodated in the Holiday House.
- 3.7 The Guest can only offset or reduce an uncontested or legally effective claim against a claim by the Holiday House.

4. Services not Availed of, Cancellation, Withdrawal by the Guest

- 4.1 The Holiday House grants the Guest the right to withdraw from the contract at any time. In this respect, the following provisions apply:
 - In the case of the Guest cancelling the booking, the Holiday House is entitled to appropriate compensation.
 - The Holiday House has the choice of asserting a cancellation fee instead of a specific, calculated compensation amount. The cancellation fee amounts to 80% of the contractually agreed price for overnight stays without breakfast. **The Guest is free to prove that the Holiday House did not incur any damages or that the damages incurred were less than the compensation fee demanded.**
 - Insofar as the Holiday House calculates a specific compensation amount, the maximum sum of the compensation comes to the contractually agreed price for the service to be provided by the Holiday House less the value of the expenses saved by the Holiday House, as well as monies acquired by the Holiday House through the alternative use of the Holiday House services.
- 4.2 The above regulations on compensation apply accordingly, if the Guest does not avail of the holiday apartment or services booked without informing the Holiday House of this on time.

5. Withdrawal by the Holiday House

- 5.1 Insofar as the Guest is granted the right to cancel free-of-charge in the accommodation contract, the Holiday House is also entitled to withdraw from the contract within the agreed time period, if it receives requests from other guests for the booked

holiday apartments and the Guest does definitely confirm the booking at the request of the Holiday House.

5.2 If an advance payment or security deposit as agreed in accordance with figure 3.6 is not paid within the time period set for this, the Holiday House is also entitled to withdraw from the contract.

5.3 A right to withdraw from the contract on important grounds remains unaffected by this. This exists in particular if:

- Force majeure or other circumstances for which the Holiday House is not responsible make fulfilment of the contract impossible;
- Holiday apartments are booked using misleading or false information regarding major facts, for example regarding the identity of the Guest or the purpose of the booking;
- The Holiday House has reasonable cause to assume that the use of the Holiday House's services may put the smooth operation, safety, security or the public reputation of the Holiday House at risk, without this being attributable to the Holiday House's power of control or organisational remit;
- An unauthorised subletting or re-letting in accordance with figure 2.3 exists;
- A case of Clause 6.3 exists;
- The Holiday House becomes aware that the financial situation of the Guest has deteriorated significantly after conclusion of the contract, particularly if the Guest does not settle invoices due for payment from the Holiday House or does not offer any sufficient security deposit, with the result that payment claims of the Holiday House therefore appear to be at risk;
- The Guest has filed an application to open insolvency proceedings on his assets, has submitted a statutory declaration in accordance with § 807 ZPO [German Code of Civil Procedure], has initiated an out-of-court proceeding to settle debts or has suspended payments;
- Insolvency proceedings are opened on the assets of the Guest or the opening of the same is rejected for lack of assets or for any other reasons.

5.4 The Holiday House is to inform the Guest that it is exercising the right of withdrawal immediately in writing.

5.5 In the aforementioned cases of withdrawal, the Guest is not entitled to claim compensation.

6. Arrival and Departure

6.1 The Guest is not entitled to claim the provision of specific holiday apartments, unless the Holiday House has confirmed the provision of specific apartments in writing.

6.2 Booked apartments are available to the Guest from 3.00 pm on the agreed arrival date. The Guest has no claim to earlier provision.

6.3 Guests are to check-in to the booked apartments at the latest by 8.00 pm on the agreed arrival date. Insofar as a later arrival time has not been expressly agreed, the Holiday House is entitled to reallocate the booked apartments after 8.00 pm, without the Guest being able to derive any claims for compensation from this. The Holiday House is entitled to withdraw to this extent.

6.4 On the agreed departure date, the Holiday House apartments are to be vacated at the latest by 10.00 am. After that the Holiday House can bill for damaged incurred above and beyond the daily rate for the additional use of the room up to 12.00 noon and from 1.00 pm at 100% of the full applicable lodging prices. The Guest is

free to prove that the Holiday House did not incur any damages or that the damages incurred were significantly lower.

7. Liability

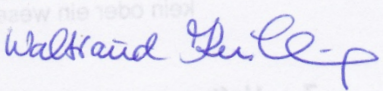
- 7.1 The Holiday House is liable for cases of intent or gross negligence in accordance with the legal provisions. In cases of minor negligence, the Holiday House is liable exclusively for damage to life, bodily injury or damage to health or for the breach of essential contractual duties. The compensation entitlement for minor negligent infringement of essential contractual obligations is restricted to typically occurring foreseeable damage, insofar as there is no liability for damage to life, bodily injury, or damage to health. The organiser is liable to the same extent for the fault of vicarious agents and representatives.
- 7.2 The regulation in the previous paragraph (8.1) extends to include damages in addition to performance, damages in lieu of performance and claims for compensation due to futile expenditures, regardless of the legal grounds including liability for defects, delay or impossibility of performance.
- 7.3 Insofar as the Guest is provided with a parking space, no supervision duty exists on the part of the Holiday House, unless this has been separately agreed in writing in a contract of safe custody.
- 7.4 Guests' messages, post and deliveries are handled with care. The Holiday House undertakes to deliver, store and – on request – to forward these at a charge, as well as found items on inquiry. Claims for damages are excluded, except in cases of gross negligence or intent.
- 7.5 The limitation on claims by the Guest is in accordance with the legal regulations.

8. Final Provisions

The laws of the Federal Republic of Germany apply.

Mittenwald, 01.10.2013

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