

General conditions for the arrangement of travel services

The following conditions regulate the legal relationship between the tenant and Eco Lodges GmbH (ELG). ELG acts exclusively as a commercial agent and on behalf and for the account of the respective service provider (the owner of a floating house). ELG arranges the booked trip. Carrying out the trip is not one of ELG's duties. At the time of booking, the contract relating to the trip is concluded exclusively between the tenant and the associated service provider.

I. Conclusion of an arrangement contract

1. By filling in the information fields during the booking process and sending the booking order by post, the tenant offers ELG the conclusion of a binding mediation contract. The tenant is responsible for his own obligations, as well as for all persons listed in the offer.
2. ELG reserves the right to accept the tenant's offer. The contract between the service provider and the tenant only becomes effective upon confirmation by post from ELG.
3. The tenant must immediately check the received booking confirmation between him and the service provider for correctness and, if necessary, point out any errors or discrepancies to ELG or the service provider. After a period of three days after receipt of the booking confirmation has ended, indications of errors or discrepancies can no longer be taken into account. Delayed notification of errors or discrepancies shall not entitle the tenant to withdraw from the contract.

II. Payment terms

1. With the booking confirmation, the tenant shall receive a reconfirmation of the due dates for the deposit and balance payment, as well as further payment modalities. For short-term bookings (28 days or less before arrival), the total price shall be due immediately.
2. Payment is by credit card, bank transfer or PayPal. Cash payment on site is only possible in exceptional cases.
3. Possible bank charges (domestic or foreign) are not borne by ELG or the service provider.
4. The tenant must ensure that the account specified by him has sufficient funds. Costs incurred due to failed payments, chargeback and internal processing shall be borne by the tenant, unless this was caused by ELG.

III. Cancellation, rebooking

1. The tenant is entitled to withdraw from the trip and from the arrangement contract with ELG at any time. The time of receipt of the declaration of cancellation is decisive. The cancellation must be made in writing. Fees may apply depending on the time of cancellation. ELG is entitled to charge the tenant for all costs claimed by the service provider plus a handling fee of EUR 20 per person.
2. Rebooking of a booked and confirmed trip can only be done by cancelling the booked trip and booking another trip.
3. The tenant reserves the right to prove that less damage or no damage at all has occurred.
4. Travel cost cancellation insurance is recommended to avoid the charge of cancellation by the tenant.

IV. Change of service, price change

1. Necessary changes and deviations from the agreed content of the contract after conclusion of the contract are only permitted if they are insignificant, do not affect the overall nature of the booked accommodation and are reasonable for the tenant.
2. The information provided on the website is binding for ELG and service providers represented by ELG insofar as it has become the basis of the contract. For factually justified, substantial reasons and for ones that are unforeseeable for ELG and the service providers, ELG reserves the right to declare a change of the information on the homepage before conclusion of the contract, about which the tenant shall be informed before booking.
3. ELG works with dynamic pricing and can adjust prices. This does not apply to contracts already concluded between service providers and tenants, unless a price adjustment right is provided for by law.

V. Liability of ELG

1. ELG acts exclusively as an intermediary between the tenant and the service provider and is not liable for the services to be provided to the tenant by the respective service providers.
2. As a travel agent, ELG is dependent on the information of the respective service providers for the individual travel details. ELG has no way of checking the accuracy of this information and, therefore, gives no guarantee that this information is correct, complete or up-to-date. This also applies to other information that is on the homepage and has been made available to ELG by third parties.
3. ELG shall be liable, without limitation, for intent and gross negligence. ELG assumes liability for simple negligence - except in the case of injury to life, body, or health - only if essential contractual obligations have been violated. The liability is, however, limited to contract-typical and foreseeable damage.
4. Any other liability other than in this contract is excluded - regardless of the legal nature of the asserted claim. The above limitations of liability and exclusions shall not apply to any legally required cases of strict liability (e.g. according to the product liability law) or liability from a no-fault guarantee.
5. The entire jetty is a hydraulic, maritime, floating facility in exposed wind and wave conditions on Lake Brombach. Depending on the weather, in extreme weather conditions, fog, storms, heavy rain or icy conditions, for example, can restrict the use of the entire facility or parts of it, or even mean that it is blocked completely and its use prohibited. ELG is expressly not liable for any loss of use resulting therefrom.

VI. Passport and visa requirements

1. The tenant is responsible for compliance with the valid passport and visa regulations.
2. The tenant must enquire about customs and foreign exchange regulations before commencement of travel.

VII. Other matters

1. Should any individual provisions of this contract be invalid or unenforceable, or become invalid or unenforceable after the conclusion of the contract, the validity of the remaining provisions of this contract shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes closest to the economic objective pursued by the parties in the invalid or unenforceable provision. The above provisions shall also apply mutatis mutandis in the event that the contract should prove to have gaps or omissions.



2. Amendments and additions to this contract must be provided in writing. This also applies to any amendment of the clause requiring the written form.
3. The contract is exclusively subject to German law; all legal disputes arising from this contract must be settled according to German law.

As of 15 October 2018