

## **Terms and Conditions for Lodging of Guests and Arrangement of Accommodation Services**

Dear Guest

We are pleased about your decision to come and stay in Potsdam, and hope you will enjoy your stay here. The following terms and conditions contain provisions governing the contractual relationship between you and the **lodging facility**. The "PTS" or "Potsdam Tourismus Service" and associated tourism operators and distribution partners, **hereinafter referred to collectively as "agency"**, arrange guest accommodations offered by lodging facilities. Unless otherwise agreed to this effect, the agency merely assumes the role of an intermediary. The lodging agreement is concluded directly with the service provider with whom the services were arranged. The terms and conditions set forth become – as far as they are effectively incorporated – integral part of the contract concluded between you (the **"guest"**) and the lodging facility. Please be advised to read these provisions carefully.

### **1. Conclusion of the Lodging Agreement, Role of the Agency**

1.1 A guest conducting the booking offers the lodging facility, or the agency as the lodging facility's agent respectively, the conclusion of a lodging agreement. The booking shall be carried out preferably in written form, by telephone, fax, or electronically via the internet, but may also be conducted orally.

1.2 The agreement with the lodging facility shall be realised by the transmittal of a booking confirmation. Either the lodging facility, or agency representing the former, shall issue the confirmation. Such confirmation requires no particular form, however, it is usually always transmitted in written form. A deviation in content between the booking confirmation and the booking results in a new offer by the lodging facility vis-à-vis the guest to enter into an agreement. On the basis of such new offer, the lodging agreement shall be realised upon the guest's acceptance, either by payment of a deposit, or full payment, express declaration, or by utilising the accommodation.

1.3 The booking undertaken by the principal booking person is also carried out for all listed persons specified therein. The booking person shall be liable for all contractual obligations entered into by the other persons in the same way it is responsible for its own obligations to the extent that such person has accepted special responsibility expressly and severally in writing.

### **2. Reservations**

2.1 For a non-binding reservation to exist, establishing the guest's right to withdraw from the agreement free of charge, the guest and the lodging facility, or agency as the facility's representative, shall expressly agree on such reservation in the form of an expiry option only. In the case that such an option was not arranged, an ordinary reservation accepted by the lodging facility, or agency as the facility's representative, principally leads to the conclusion of an agreement.

2.2 A non-binding reservation expressly agreed between the parties shall commit the guest to inform the lodging facility or agency up to the agreed date that such reservation is to be treated as binding booking pursuant to Art. 1.1. If the guest fails to provide such information, the reservation expires without any further obligation by the lodging facility or agency to notify the guest.

### **3. Services and Prices**

3.1 The information advertised in the service offer (catalogue, internet websites, listing of accommodation and service providers etc.) and booking confirmation referring to such information govern the scope of services the lodging facility is legally bound by.

3.2 Indicated prices are final prices including the Value Added Tax rate (VAT) applicable at the time of the offer. Unless expressly agreed otherwise, the final prices include all additional expenses. The case may be that certain fees and services are charged separately, i.e. visitor's tax ("Kurtaxe"), optional and additional services, as well as consumption-based utility costs, provided the latter were specified in the booking documents or separately agreed upon (e.g. electricity, gas, water).

### **4. Payment and Terms of Payment**

4.1 The terms of payment shall be made in accordance with the agreement arranged with the guest and the with the details specified in the booking confirmation. If no special arrangement was made hereto, payment shall be made with the lodging facility directly upon departure.

4.2 Payments shall not be rendered in a foreign currency or by account-only cheque, if not otherwise agreed. Credit card payments shall be accepted only upon prior agreement with the lodging facility or if generally offered by the latter through display.

4.4 In the event of overnight stays exceeding seven days, the lodging facility is entitled to account for additional services, particularly those booked or utilised at the facility's site, or for consumption-based costs in compliance with the contractual provisions by means of an interim settlement, falling due immediately.

4.5 The guest's failure to effect payment of the deposit or final payment or both as contractually agreed upon, shall entitle the lodging facility, after having reminded the guest to no avail, to withdraw from the agreement and demand compensation vis-à-vis the guest in compliance with the legal provisions.

### **5. Withdrawal by the Guest**

5.1 The conclusion of the lodging agreement places both contractual parties under the obligation to fulfil the agreement, irrespective of the term of the agreement. On principle, a unilateral, free withdrawal on the part of the guest from a binding booking shall be ruled out. Illness, professional reasons, or car breakdowns shall not discharge the guest from meeting his obligation to pay the agreed overnight price.

**5.2 Unless otherwise agreed in the individual case, the guest shall be entitled to withdraw without cost from the lodging agreement up to 30 days prior to the commencement of stay. The withdrawal shall be declared vis-à-vis the lodging facility or agency pursuant to Art. 5.6. Applicable shall be the receipt of declaration.**

5.3 Otherwise, in the case of the guest's cancellation or failure to utilise the accommodation booked (full or in part), the lodging facility shall remain entitled to payment of the agreed price of lodging including board. Expenses saved by the lodging facility aimed at fulfilling the agreement in good faith, shall be considered appropriately.

5.4 According to the assessment of saved expenses permitted under jurisdiction, the guest shall pay the following shared costs to the lodging facility. These costs refer to the total price of lodging services, without taking into consideration costs separately agreed upon under Art. 3.2. The percentages are as follows:

Overnight stay excluding board (e.g. holiday apartments)	90%
Overnight stay including breakfast	80%
Half board	70%
Full board	60%

of the total price agreed.

5.5 The guest is at liberty to proof vis-à-vis the lodging facility that actually fewer expenses were incurred by the facility. Such case shall entitle the guest to pay the lower amount only.

5.6 A guest who resorted to an agency for booking shall declare his or her withdrawal solely to the agency. A guest who booked directly with the lodging facility shall declare withdrawal directly and solely vis-à-vis the lodging facility. In the interest of the guest, the declaration of withdrawal shall be conducted in writing always.

**5.7 The guest is advised to use travel cancellation insurance. For more information on travel insurance see your travel confirmation. We recommend our partner ERV, The travel insurer of ERGO**

## **6. Obligations of Guest / Complaints**

- 6.1 The guest shall attempt to make all reasonable efforts to help correct potential defects or defaults in service, and contain any potential damage as far reasonably possible.
- 6.2 The guest shall notify the lodging facility of any defaults in the lodging services provided by the latter or in any other contractually agreed services without undue delay. The notice of defects shall be solely submitted to the lodging facility, which will attempt to provide relief promptly.
- 6.3 Cancellation of the lodging agreement by the guest shall only be admissible as far as the defect is substantial, and no reasonable remedy was provided by the lodging facility after expiration of an adequate deadline given by the guest.
- 6.4 Enforcement of claims by the guest shall not expire in such events only that the required notice of defect could not be submitted by the guest for reasons arising through no fault, or that remedial action proved impossible or was refused by the lodging facility.
- 6.5 The accommodation provider must observe the occupancy rate agreed with the lodging facility. Exceeding the agreed occupancy rate may entitle the lodging facility to terminate without notice the agreement and/or claim a reasonable additional remuneration.
- 6.6 Pets, regardless of what kind, are not allowed, unless expressly agreed with the lodging facility. In the case of such an arrangement, pets are permitted only to the extent of the description provided on the kind and size of the pet.

## **7. Liability of the Lodging Facility and Agency**

- 7.1 Unless they involve bodily injuries, the contractual liability of the lodging facility for damages (including damages caused by a violation of pre-contractual, subsidiary or post-contractual obligations) is limited to three times the lodging price, provided the damage was neither brought on by intent nor as a result of gross negligence.
- 7.2 Liability arising from damage to things brought into an innkeeper's place pursuant to Sections 701 et seq. BGB shall remain unaffected by this provision.
- 7.3 The agency shall be solely accountable for own faults and faults potentially caused by their performing agents during arrangement of services (transfer of incorrect data, failure to transfer critical information). Liable for the actual provision of services booked and potential defects arising from the service provision shall be the lodging facility exclusively.

## **8. Statute of Limitation and Suspension Period of Claims by the Guest**

- 8.1 Other than for claims resulting from tortuous acts or injuries to body or health, the limitation period for claims asserted by the guest vis-à-vis the lodging facility arising from the lodging agreement and claims vis-à-vis the agency arising from the arrangement of services agreement shall be one year, irrespective of the legal basis.
- 8.2 The limitation period commences at the end of such year in which the claim arose and the guest (obligee) obtains knowledge of the circumstances giving rise to the claim vis-à-vis the lodging facility or agency as obligor, or would have obtained knowledge without gross negligence.
- 8.3 Pending negotiations between the guest and the lodging facility, or agency respectively, over asserted claims or circumstances substantiating the claim shall suspend the limitation period until the guest or the lodging facility or agency refuses to continue with the negotiations. The aforesaid limitation period of one year commences at the earliest three months after the end of the suspension period.

## **9. Arrival and Departure Hours**

- 9.1 If not otherwise agreed, the accommodation booked shall be available for the guest at 4 p.m. on the day of arrival.
- 9.2 The guest shall notify the lodging facility in time of any late arrival after 6 p.m. The guest's failure to notify the lodging facility shall permit the latter to otherwise engage the accommodation and arrange for its use two hours after such time in the case of one night booked, and from 12 noon the following day in the case of several nights booked.
- 9.3 Unless otherwise agreed, the accommodation shall be vacated until 12 noon on the day of departure.

## **10. Choice of Law and Jurisdiction**

- 10.1 The guest shall initiate proceedings against the lodging facility at the latter's accommodation location (seat of operation) only.
- 10.2 German law shall solely apply to the entire legal and contractual relationship between the lodging facility and guests who can claim no main domestic place of residence or have no registered office in Germany.
- 10.3 Otherwise, the domicile of the guest shall apply for actions brought against the guest by the lodging facility, except as the action is brought against registered traders, legal persons under public and private law, or persons whose main residence or domicile is abroad, or whose residence or domicile remains unknown at the time of instituting of legal proceedings. In such cases the lodging facility's seat of operation shall be applicable.
- 10.4 The foregoing provisions shall not apply as far as binding international provisions applicable to the lodging agreement between the guest and the facility contain other provisions that are more favourable to the guest, or binding provisions of a European member state, of which the guest is a citizen, are more favourable to the guest than the foregoing or relevant German legal provisions.

As of September 2011, Potsdam Tourism Service by TMB Tourism Marketing Brandenburg GmbH - Service agency of the State Capital Potsdam, Am Neuen Markt 1, 14467 Potsdam, Germany, telephone: +49(0)331-298730, fax:+49(0)331-298732929, e-mail: info@potsdam-tourism.com, represented by the managing director Dieter Hütte

## **General Terms and Conditions of Travel for Holiday Packages**

Dear guest

We are pleased about your decision to come and stay in Potsdam, and hope you will enjoy your stay here. Find below our General Terms and Conditions, which solely apply to regional and local package travel offers that are available for booking and which have been provided by the "Potsdam Tourismus Service", hereinafter referred to as "PTS", or by associated partners of the Information and Reservation System (IRS) on their websites, including package offers provided on affiliated internet portals within the booking network of the Travel Destination Brandenburg. These conditions fully apply in addition to Section 651 a et seq. of the German Civil Code (BGB) and in addition to the provisions of information for travel and travel organisers pursuant to Sections 4 – 11 BGB-InfoV (Civil Code-information regulations). The following conditions shall – as far as they are effectively incorporated in the agreement - become integral part of such agreement concluded between you (the "traveller") and the organiser of the holiday travel package. The sole purpose of the PTS is to act as an agent, unless they are directly specified as the responsible travel organiser of a particular travel package.

### **1. Conclusion of the Package Travel Agreement**

1.1 By submitting the travel registration, either in oral or written form, i.e. by telephone, fax, via the agents' reservation system (PTS), or electronically via e-mail, the person booking the package is offering to the service provider being the travel organiser, hereinafter referred to as the "travel organiser") the conclusion of a travel agreement on the basis of the description of travel services available in print or as otherwise indicated. The travel registration shall be made on behalf of all participants specified in the registration.

1.2 Upon acceptance of the traveller's offer by the travel organiser, or, if applicable, upon declaration of intent via the agent, the agreement shall be considered concluded. Usually, conclusion shall be realised by the transmittal of a written travel confirmation by the travel organiser to the person booking the package. In the event, however, that the travel package is booked in oral form, the person booking the package will in return receive from the particular booking office an offer in writing to conclude this agreement. By accepting the offer in writing, the agreement shall be considered concluded.

1.3 The person booking the travel package shall be jointly liable for all obligations arising from the package travel agreement entered into by fellow travellers or group participants to the extent that such person has accepted these obligations expressly and severally in writing.

1.4 A deviation in content between the travel confirmation and travel registration results in a new offer on the part of the travel organiser, binding the latter for a term of ten days. On the basis of this new offer, the travel agreement shall be realised upon the traveller's acceptance, either by his express declaration, payment of a deposit, or final payment.

### **2. Payment**

2.1 Pursuant to Section 651 k, subsection 3 BGB, a security note next to the travel confirmation shall be submitted to the person booking the package, unless such note is not required for reasons stipulated under 2.2.

2.2 A security note shall not be required if travel covers less than 24 hours, includes no overnight stay, and the travel price is not in excess of 75 Euro for each participating traveller, or if the total travel price is payable upon departure only, and if travel involves no return transfer.

2.3 Upon conclusion of contract and handing out of a security note, an advance payment amounting to 15 per cent of the travel price shall be made, which is credited against the initial travel price. The final payment is payable two weeks prior to commencement of travel and shall be transferred to the travel organiser's account specified in the invoice.

2.4 When a booking is made less than two weeks prior to commencement of travel, the total travel price is payable immediately after the security note was handed out, unless otherwise agreed.

2.5 The travel organiser shall be entitled to withdraw from the agreement after having given notice to no avail, and in the event that the traveller has failed to pay the travel price at the agreed date. Such an event entitles the travel organiser to charge the customer with the cancellation costs pursuant to Art. 5.1.

### **3. Scope of Services**

3.1 The scope of travel services to be performed by the travel organiser arises from the binding description of services provided by the travel organiser valid at the time of registration, and from the information contained in the booking confirmation referring to these services.

3.2 Services not utilised by the customer (e.g. discontinuation of travel), even though they were duly offered to the customer, shall not be subject to a refund.

3.3 The travel organiser is bound by the services specified in the description of travel. The travel organiser expressly reserves the right in accordance with Section 4 subsection 2 BGB-InfoVO, to notify the customer about any modifications to the description of services prior to the booking of the travel package and conclusion of the agreement that were necessitated by any factual, substantial or unforeseeable reasons. This particularly includes, but is not limited to, an increase in the travel price due to higher transportation costs.

### **4. Alteration in Services and Prices**

4.1 Modifications or deviations of any travel services from the agreed terms of the travel agreement required after conclusion of the agreement and not caused by the travel organiser in breach of good faith, shall be permitted to the extent that these constitute no substantial changes or deviations to the travel services, leaving the general travel package unimpaired.

4.2 Alterations to the services have no effect on any warranty claims as far as the modified services turn out to be deficient. The travel organiser shall notify the traveller without undue delay about any changes and deviations to the travel services promised. Where appropriate, the travel organiser shall offer the customer to withdraw from the agreement free of charge.

### **5. Withdrawal by Customer, Change of Reservation, Replacement**

5.1 The traveller may withdraw from the travel agreement at any time prior to the commencement of travel. Applicable is the day of receipt of the withdrawal notice by the travel organiser. The customer is advised to submit the notice in writing. In any event of withdrawal from the travel agreement by the customer or no-show, the travel organiser shall be entitled to a compensation for travel arrangements made and expenses incurred. The percentage calculated as a lump amount is a ratio of the proximity of time of withdrawal to the contractually agreed commencement of travel and the travel price. The lump compensation for withdrawal for each person shall amount to:

Up to the 31<sup>st</sup> day prior to commencement of travel: 15 per cent (at least EUR 15.00 per person)

Up to the 21<sup>st</sup> day prior to commencement of travel: 25 per cent

Up to the 11<sup>th</sup> day prior to commencement of travel: 40 per cent

Up to the 3<sup>rd</sup> day prior to commencement of travel: 55 per cent

From the 2<sup>nd</sup> day prior to commencement of travel, or in case of no-show: 80 per cent of the travel price.

5.2 The refund determined by the cancellation shall be made without undue delay. The traveller is at liberty to provide proof vis-à-vis the travel organiser that fewer costs were actually incurred by the travel organiser than the lump compensation demanded. The travel organiser shall attempt to refund expenses saved with the service providers. This obligation becomes void if such expenses comprise entirely negligible services, or a refund would breach statutory or regulatory provisions.

5.3 Up to 31 days prior to commencement of travel, the travel organiser shall be entitled to charge a fee of EUR 15,- per change of reservation, if modifications are performed after the booking upon the guest's wish pertaining to the travel date, destination, lodging, or board levels (change of reservation). Short-term changes of reservation after expiry of said period shall, if at all possible, be carried out by withdrawal from the travel agreement in compliance with the foregoing conditions and by a new registration of travel. Changes of reservation that produce negligible costs are exempt from this provision.

5.4 Up to the day of commencement of travel, the traveller shall be entitled to transfer the rights and obligations arising from the travel agreement to a third party taking over in his stead. The travel organiser shall be allowed to object to a third party assuming these rights and obligations to the extent that such party fails to meet special travel requirements, or that legal provisions or regulatory orders prevent such person from entering into said agreement. The third party replacement and previous traveller shall be jointly and severally liable vis-à-vis the travel organiser for the travel price and additional costs incurred as a result of the third party entering into the agreement.

**5.5 Travel cancellation insurance is highly recommended. For more information on travel insurance see your travel confirmation. We recommend our partner ERV, The travel insurer of ERGO**

## **6. Withdrawal by Travel Organiser**

6.1 The travel organiser is entitled to withdraw from the travel agreement provided that the minimum number of participants as indicated by the travel organiser proves insufficient. If this is the case, the travel organiser is required to notify the other travellers as early as reasonably possible about the insufficient number of participants, but no later than 21 days prior to the contractual commencement of travel. The travel organiser shall be permitted to withdraw from the agreement under the following conditions only:

- a) The relevant description of travel services indicates the minimum number of participants, as well as the latest date up to which the declaration of withdrawal must have been received by the traveller prior to the contractually agreed date of travel.
- b) The travel confirmation shall contain a clearly legible reference to the information specified under a) and provided in the description of travel.
- c) The travel organiser shall notify without undue delay the traveller or the group's representative of the cancellation of travel, as soon as it is certain that the travel cannot be performed due to an insufficient number of guests.
- d) In the event of a cancellation, the traveller is entitled to participate in a different travel package of equal value, if the travel organiser is able to offer such a package without additional expenses for the traveller. The traveller shall enforce such right immediately upon receipt of cancellation vis-à-vis the travel organiser.

6.2 In the case of a cancellation, the deposited travel price shall be refunded instantly.

## **7. Liability of Travel Organiser**

7.1 Unless damages involve bodily injuries, the contractual liability of the travel organiser for damages shall be limited to an amount three times the travel price, provided, the damage incurred by the traveller was neither brought on deliberately nor under gross negligence, or a damage was incurred by the traveller solely as a result of a fault by any of the service providers.

7.2 The travel organiser shall not be liable for any default in performance, any damage to persons or property in connection with services not contractually agreed as principal services. This involves external services arranged via agency, provided such services were expressly and clearly indicated in the description of travel services and booking confirmation as such, by stating the name of the contracting party with whom the services were arranged, thereby allowing the customer to distinguish that such external services constitute no integral part of the travel services offered by the travel organiser. The travel organiser, shall, however, be liable

- a) for services comprising the transport of the customer from the stipulated place of departure to the destination in agreement with the description of travel, transport services in between the trip, and for lodging (hotel, guest house) etc.
  - b) if a damage incurred by the customer is attributable to a violation of the travel organiser's obligation to notify and inform the customer.
- 7.3 In the case of any claims asserted against the travel organiser for an offence, the travel organiser's liability for damages to property that is not attributable to intent or gross negligence, shall be limited to an amount three times the travel price. Such amount guaranteed shall be considered per customer and travel.

## **8. Obligation of Guest to Cooperate and other Duties**

8.1 The traveller is required to notify the travel organiser of any defect without undue delay. The traveller shall contain or prevent, where possible, any damage.

8.2 If a traveller decides to terminate the travel agreement on grounds of a travel defect as specified in Section 651 c BGB in accordance with Section 651 e BGB, or for a compelling reason due to unacceptability, the traveller shall give reasonable notice requesting remedial action. The notice period need not be given, if the relief is impossible or refused by the travel organiser, or if termination of agreement without notice is justified by a particular interest of the customer evident to the travel organiser.

## **9. Exclusion of Claims and Limitation Period**

Claims arising from travel services not in conformity with the agreement shall be enforced within one month after the contractually provided conclusion of travel vis-à-vis the travel organiser. It is highly recommended to assert any claims in written form. Enforcement of any claims shall not expire, provided the required notice could not be submitted by the traveller for reasons arising through no fault, preventing him from observing the period. Claims raised by the traveller pursuant to Sections 651 c to f BGB, save for claims of compensation for bodily or health injuries, are subjected to a limitation period of one year. The statutory period of limitation commences on the day on which the travel was expected to end under the terms of the agreement. After the traveller has asserted such claims, the limitation period is suspended until the day the travel organiser objects to these claims in writing. Claims arising from tortious acts are subject to the statutory period of limitation.

## **10. Choice of Law and Jurisdiction**

German law shall apply. The travel organiser's seat shall be agreed as place of jurisdiction for registered traders, corporate bodies and legal persons under public and private law, and persons who can claim no domestic place of general jurisdiction, as well as persons who have relocated and are residing abroad after concluding the agreement, or persons whose domicile and main place of residence remains unknown at the time of institution of legal proceedings, as well as for defendant's lawsuits. Unless international agreements rule otherwise, the provisions on the choice of law and jurisdiction shall prevail.

## **11. Invalidity of single Provisions**

The validity of the travel agreement in its entirety shall not be affected, if one or more provisions under this travel agreement are found to be ineffective. The same applies to the terms and conditions of travel in the present case.

As of September 2011, Potsdam Tourism Service by TMB Tourism Marketing Brandenburg GmbH - Service agency of the State Capital Potsdam, Am Neuen Markt 1, 14467 Potsdam, Germany, telephone: +49(0)331-298730, fax:+49(0)331-298732929, e-mail: info@potsdam-tourism.com, represented by the managing director Dieter Hütte