

TERMS AND CONDITIONS OF SHORT TERM RENTAL AND AGENCY SERVICES

Potsdam Tourism Service of TMB Tourismus-Marketing Brandenburg GmbH and its affiliated tourist agencies, subsequently referred to as "tourist agency" and abbreviated as "TA", act as agents for Lodging Establishments (hotels, guesthouses, B&Bs, private rooms and holiday apartments), hereinafter abbreviated as "LE", in Potsdam and surrounding area based on current lodging vacancies. Inasmuch as a valid agreement has been reached, the following terms and conditions shall act as a short-term rental agreement between the Guest and the LE if accommodation has been booked and shall govern the contractual relationship between the Guest, the AF and the respective TA agency services, supplementing existing legal regulations. **Given this, we strongly recommend you read these terms carefully.**

1. Status of TA

- 1.1. Unless otherwise expressly agreed, the TA shall act solely as agent.
- 1.2. It accepts no responsibility for information supplied by the LE or for services or disruptions to services to be provided by the LE.
- 1.3. Any liability on the part of the TA arising from the service contract remains unaffected.

2. Conclusion of Contract

- 2.1. Submission of reservation to the LE constitutes an offer on the part of the Guest to conclude a binding short-term rental agreement. This offer is based on the description of the accommodation and supplementary information on the general booking conditions (e.g. description of location, classification legend), inasmuch as the customer has access to them.
- 2.2. Reservations can be made verbally, in writing, by telephone, fax or electronic means (e-mail, Internet). Should reservations be made electronically, the Guest will be sent electronic confirmation of receipt of the booking request immediately.
- 2.3. Guests booking on behalf of fellow travellers or any other booking parties (companies, organizations, those responsible for groups) are liable for the contractual obligations of all Guests for whom the booking has been made, including their own, insofar as they have assumed this obligation in an express, separate declaration.
- 2.4. The contract shall come into effect upon receipt of declaration of acceptance (booking confirmation). The declaration of acceptance does not require a specific form. Verbal and telephone confirmations are, therefore, legally binding for both Guests and the LE. As a rule, Guests will also receive written booking confirmation from the LE, or the TA acting as their representative.
- 2.5. Any discrepancies between the booking confirmation and the booking made constitute a new offer on the part of the LE. A contract based upon this new offer shall come into effect if the Guest notifies the LE of his/her acceptance by means of express statement, downpayment or final payment, or utilization of accommodation.
- 2.6. Should the LE or TA make a special offer at the request of the Guest or the Booking Party, this shall constitute a binding contract offer on the part of the LE to the Guest or Booking Party, notwithstanding the aforementioned regulations. Under such circumstances, the contract shall come into force, without requiring a corresponding confirmation of receipt, if the Guest or Booking Party accepts the offer within the period stipulated in the offer, without qualification, modification or addition, by means of express declaration, downpayment or final payment, or utilization of accommodation.

3. Reservations

- 3.1. Non-binding reservations entitling the Guest to cancellation at no charge are only possible if a deadline has been expressly agreed with the TA or the LE.
- 3.2. Should a deadline be agreed upon, the Guest/Booking Party's reservation of accommodation is **binding** for the LE and **non-binding** for the Guest/Booking Party up until the agreed date. The Guest/Booking Party is obliged to notify the TA by the agreed deadline if he/she wishes the reservation to be treated as binding. **Failing** to do so results in cancellation of the reservation and the TA or the LE has no obligation to provide further notification. If notification is given within the stipulated period, the reservation shall be binding independent of any booking confirmation subsequently provided by the TA or the LE.

4. Prices and Services; Price Increases

- 4.1. Prices listed in the brochure are net prices and include statutory VAT and all additional expenses, insofar as no additional expenses have been specified. Visitor's or tourist taxes incurred as well as charges for services calculated according to consumption (e.g. electricity, gas, water, fire wood) and optional and additional services are billed separately.
- 4.2. The services to be provided by the LE are defined solely in the content of the booking confirmation, in conjunction with the valid brochure or description of the facilities as well as supplementary agreements expressly concluded with the Guest/Booking Party. The Guest/Booking Party is advised to conclude supplementary agreements in writing.
- 4.3. For changes to reservation (changes concerning arrival and departure dates, length of stay, type of board, additional services and other supplementary services booked) to which there is no legal claim, the AF may charge a fee of €15 per reservation modification. This does not apply to minor changes.

5. Payment

- 5.1. Downpayment and final payment deadlines are determined in the arrangements reached with the Guest or Booking Party, which are listed in the booking confirmation. In the absence of any special arrangements, the total cost of accommodation, including amounts incurred by additional expenses and services until the end of the stay, shall be due to the LE at the end of the lodging period.
- 5.2. Payment in foreign currencies and by collection-only checks is not possible. Credit card payment is only possible by arrangement or if generally stipulated in the LE's advertised terms. Payment at the end of the stay cannot be made by bank transfer.
- 5.3. In the case of stays exceeding one week, the LE may bill and demand payment for the days of lodging already provided and additional services rendered (e.g. catering services not included in the accommodation price, beverages from the minibar).

6. Cancellation and Non-arrival

- 6.1. In case of cancellation, the LE shall be entitled to payment of the agreed cost of the stay, including the share of board and any amounts due for additional services.
- 6.2. **Should notification of cancellation be submitted to the AF or the TA acting as its agent up to 30 days before the start of the booked occupancy period, it is possible to cancel free of charge, unless a different agreement has been reached for that particular case (particularly in the case of group bookings or bookings in high-volume periods).**
- 6.3. Within the scope of its normal business operations, the LE, while not required to make any extraordinary effort on its part, is obliged to attempt to find another use for the accommodation, taking into account the specific character of the booked accommodation (e.g. non-smoking room, family room).
- 6.4. The LE is obliged to deduct any eventual use of the accommodation and, insofar as this is not realized, any expenses not incurred.
- 6.5. In accordance with the percentages stipulated by law for assessing the incurred expenses, the Guest or Booking Party is obliged to pay the Accommodation Facility the following amounts, based on respective total prices for accommodation services (including all additional

expenses) but not accounting for any public taxation such as tourist or visitor's tax:

- for holiday apartments/accommodation without board 90%
- for bed and breakfast 80%
- for half board 70%
- for full board 60%

6.6. The Guest/Booking Party expressly maintains the right to demonstrate that the cancellation costs recuperated by the LE are considerably more than the aforementioned charges or that an alternative use was found for the accommodation services. Should they provide such proof, the Guest or Booking Party is only obliged to pay the lower amount.

6.7. **We strongly recommend concluding a travel cancellation insurance policy.**

6.8. Due to booking processing procedures, notification of cancellation should be addressed to the TS (not to the Lodging Establishment) and, in the Guest's interest, be in written form.

7. Arrival and Departure

- 7.1. Unless otherwise agreed, Guests should arrive on the agreed date by 6 p.m. at the latest.
- 7.2. The Guest is obliged to inform the LE – not the TA – of any delay no later than the agreed time of arrival. Should due notice not be given, the LE is entitled, but not obliged, to seek other occupants for the accommodation.
- 7.3. Unless otherwise agreed, Guests should leave by 12:00 p.m. on the agreed departure date at the latest. Should the accommodation not be vacated in due time, the LE may request additional compensation as they see fit. The LE reserves the right to assert additional claims for damages.

8. Customer Obligations; Cancellation by LE

- 8.1. Unless otherwise agreed, accommodation may only be used by the Guest for whom it was reserved. Any other uses, particularly subletting to commercial clients, and particularly the transfer of groups of booked accommodations, are not permitted.
- 8.2. The Guest is obliged to notify the LE of any defects and malfunctions without delay and to request corrective measures. Solely notifying the TA of defects is not sufficient. Should the Guest be guilty of failing to notify of defects, any claims asserted may become wholly or partly invalid.

9. Liability

- 9.1. The contractual liability of the LE for non-physical damages is limited to three times the value of the stay, insofar as damages to the Guest were caused neither wilfully nor by gross negligence on the part of the LE and insofar as the LE is responsible for a damage occurring to the Guest solely as a result of a vicarious agent's negligence.
- 9.2. This ruling shall not bear on any eventual inkeeper liability on the part of the LE for objects deposited according to Article 701 et seq. of the German Civil Code.
- 9.3. The LE shall not be liable for any disruption of services clearly provided by third parties to a Guest/Booking Party during their period of lodging (e.g. sports events, theatre visits, exhibitions etc.). This also applies to third-party services already supplied in conjunction with the booking, insofar as they are expressly identified as third-party services in the tender or booking confirmation.

10. Statute of Limitations

- 10.1. Any claims asserted by the Guest/Booking Party against the LE as defined in the short term rental agreement and against the TA as defined in the service agreement, regardless of legal basis – with the exception of any Guest/Booking Party claims in tort – become statute-barred after a period of one year.
- 10.2. The statute of limitation shall begin at the end of the year in which the legal claim was made and in which the Guest became aware of any circumstances which substantiate his or her claim, and in which the LE or the TA became aware of their liability, or should have become aware had it not been for gross negligence.

11. Choice of Law and Legal Jurisdiction

- 11.1. The contractual relationship between the Guest or Booking Party and the LE or TA shall be exclusively governed by German law. The same shall apply to other legal relationships.
- 11.2. The Guest or Booking Party may only file an action against the LE or TA in their registered jurisdiction.
- 11.3. Any legal recourse the LE or the TA may pursue against the Guest or Booking Party shall be filed in the customer's local jurisdiction. For action taken against Guests or Booking Parties who are businesspersons, legal entities under public or private law or persons who live/whose place of business or habitual place of residence is abroad or whose domicile/place of business or habitual place of residence is unknown at the time the legal action is filed, the place of jurisdiction shall be the location of the LE headquarters.
- 11.4. The aforementioned provisions are no longer valid if and insofar as other mandatory European Union provisions or other international provisions are applicable.

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