

# TERMS AND CONDITIONS FOR GUEST ACCOMMODATION SERVICES

## – ENGLISH –

Dear guests to the Sauerland tourism region,

The Willingen Booking Service – hereinafter abbreviated “WBS” – provided by Council Willingen (Upland), is a reservation service for hotel rooms and holiday accommodation as presented in this catalog and as vacancies occur. Contractual relationships arise directly between the accommodation facility or private landlord/landlady – hereinafter uniformly referred to as “host” – and the guest. The following Terms and Conditions, insofar as they have been effectively included, shall become the subject matter of the accommodation contract concluded between the host and yourself. Therefore, please read through these Terms and Conditions carefully.

### 1. Conclusion of accommodation contract, position of WBS

1.1. By making the booking, which may be made orally, in writing, by telephone, fax or e-mail, the guest makes a binding offer to the host, the latter being represented by WBS as its agency, for conclusion of an accommodation contract.

1.2. The accommodation contract with the host shall be concluded on confirmation of the booking, which is effected by WBS as the representative of host.

1.3. The booking effected by the guest shall also be effective for all persons listed in the booking, in respect of whose contractual obligations the booking guest shall assume the same responsibility as for his/her own obligations, insofar as he/she accepted a separate obligation to this effect by way of express and separate declaration.

1.4. The WBS shall assume exclusively the position of agent arranging for the booked accommodation service.

### 2. Booking in a travel agency

#### 2.1. Booking

You contact your travel agent, where you can make your booking immediately. The travel agent is in contact with the WBS. You receive your travel confirmation from your travel agent.

#### 2.2. Payment

The price of the trip will be settled directly between the guest and the host.

### 3. Reservations

3.1. Non-binding reservations which entitle the guest to cancellation free of charge shall only be possible where an express agreement has been concluded with WBS as the host’s representative. Where such agreement has not been reached, the booking in accordance with items 1.1. and 1.2. shall in principle give rise to a contract which is binding both on the host and on the guest.

3.2. If a non-binding reservation has been agreed, the guest shall notify the WBS by the agreed date, if the reservation should be treated as a binding booking. If this is not effected, the reservation shall cease to be valid without further notification obligation for the WBS. If notification is made, item 1.2. shall apply *mutatis mutandis*.

### 4. Withdrawal and non-arrival

4.1. In the event of withdrawal or non-arrival of the guest without declaration of withdrawal, the host’s claim to receive payment in respect of the agreed accommodation price, including the share for meals and charges for additional services shall continue to be valid.

4.2. The host shall try to arrange for alternative usage of the accommodation within the scope of its usual business operations, without being obliged to make special efforts and taking into account the specific character of the accommodation booked (e.g. non-smokers room, family room).

4.3. The host shall accept offsetting of an alternative occupation and, in so far as this is not possible, of expenses saved.

4.4. In accordance with the percentages accepted by the case-law for the calculation of expenses saved, the guest or customer shall pay the following amounts to the accommodation facility, in each case in relation to the total price of the accommodation services (including all extra charges), however without taking into account any applicable charges for health resort tax:

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

4.5. The guest/customer shall reserve the express right to provide evidence to the host that the expenses the latter has saved are substantially higher than the allowances taken into account above, or that an alternative usage of the accommodation services took place. Where such proof has been provided, the guest or customer shall be obliged to pay only the respective lower amount.

4.6. It is strongly recommended to obtain travel cancellation insurance coverage.

### 5. Prices/services

5.1. The prices indicated in the catalog are final prices and include all extra charges unless stated otherwise. They shall apply per person, and with holiday apartments and holiday homes per unit.

5.2. The services owed by the host shall emerge solely from the content of the booking confirmation in conjunction with the valid brochure.

5.3. The price shall be exclusive of local taxes, which shall be payable locally.

### 6. Payment

6.1. All payment transactions shall take place exclusively between the host and the guest.

6.2. On confirmation of the booking, the host may request an advance payment in the amount of 10% of total price of accommodation per person.

6.3. The total price of accommodation, including all extra charges, shall be due to the host on the date of departure, unless agreed otherwise.

6.4. For stays exceeding one week, the host may draw up an interim invoice, which shall be due immediately.

### 7. Limitation of liability

7.1. The host shall not be liable for service disruptions in connection with services which are merely arranged for the guest/customer during his/her stay as recognizably external services (e.g. sports events, visits to the theater, exhibitions, etc.). The same shall apply to external services which have already been arranged together with the booking of the accommodation insofar as these were expressly identified as external services in the offer or booking confirmation.

7.2. The WBS shall be liable solely for any errors caused by itself or its agents in the scope of its agency services. Sole liability for provision of the booked service and any shortcomings in the provision of the service shall rest with the host.

### 8. Duties of the guest, complaints

8.1. The guest shall be obliged to observe any house or estate rules of which he/she was notified, or with regard to which a reasonable opportunity existed of their becoming known due to their proper communication.

8.2. The guest shall be obliged to notify the host of any defects or disruptions without delay and to request a remedy. A notification of a defect made only to the WBS shall not be sufficient. In the event of culpable failure to make notification of a defect, claims of the guest may become void in full or in part.

8.3. The guest can only terminate the contract in the event of substantial defects or disruptions. In the notification of defects, he/she shall set the host a reasonable advance period to effect a remedy, unless a remedy is impossible, is refused by the host or termination without delay is factually justified by a special interest of the guest which can be recognized by the host or if for such reasons the guest cannot be reasonably expected to continue his/her stay in objective terms.

#### 9. Choice of law and place of venue

9.1. The contractual relationship between the guest or customer and the host, or the WBS, shall be governed exclusively by German law. This shall apply *mutatis mutandis* to the further legal relationship.

9.2. The guest or customer may sue the host or the WBS only at its respective domicile.

9.3. For actions filed by the host or the WBS against the guest or customer, the place of residence of the customer shall be relevant. The place of venue agreed for actions filed against guests or customers who are business persons, legal entities under public or private law, or persons who have their business or private domicile or habitual place of residence abroad, or whose business or private domicile or habitual place of residence is unknown at the time the action is filed, shall be the domicile of the host.

9.4. The above provisions on the choice of law and place of venue shall not apply if and insofar as any provisions of the European Union which are mandatory and applicable to the contract or any other international provisions apply to the contract.

#### 10. Limitation

10.1. Any contractual claims of the guest vis-à-vis the host or WBS relating to injury to life, body or health, including contractual claims for damages for pain and suffering, based on a negligent breach of duty of the latter or an intentional or negligent breach of duty of their legal representatives or agents, shall be subject to a limitation period of three years. This shall also apply to claims for damages for other losses based on a grossly negligent breach of duty of the host or WBS or an intentional or grossly negligent breach of duty of their legal representatives or agents.

10.2. All other contractual claims shall be subject to a limitation period of one year.

10.3. The limitation period in accordance with the above provisions shall in each case commence at the end of the year in which the claim arose and in which the guest acquires, or should acquire except in case of gross negligence, knowledge of circumstances which justify the claim and of the landlord or the WBS as the liable party.

10.4. If there are negotiations pending between the guest and the landlord or the WBS about claims put forward or about the circumstances justifying the claim, the limitation period shall be suspended until the guest or the landlord or the WBS refuses to continue the negotiations. The above limitation period of one year shall commence no earlier than 3 months after the suspension has ended.