

Terms of contract of Sander Touristik GmbH

Dear Customers,

the company Sander Touristik GmbH, Overbergstraße 2, 48145 Münster, Germany, hereinafter called “ST”, offers you select vacation apartments and holiday homes on its homepage. All objects offered have been checked by us before. The clear agreements on the mutual rights and obligations hereinafter contribute to a comfortable stay. Those terms and conditions become part of the contract between you, the customer, and ST, as far as legally valid. Therefore, please read the terms and conditions carefully. Due to reasons of simplification, all apartments and homes offered will be uniformly called “holiday accommodation” hereinafter.

We would like to inform you that a new travel law has come into force on July 1<sup>st</sup>, 2018. The legislator has decided not to expand the applicability of those regulations on contractual relationships between agencies renting out holiday accommodation and their clients any longer. Although there is thus no longer a legal obligation to hand out a secured payment certificate to the customer, ST continues to insure customer funds through R+V insurance company. ST conveys the secured payment certificate to the customer upon booking confirmation.

**1. Conclusion of the Contract**

1.1 The following applies to all sorts of bookings:

- a) The description of the holiday accommodation and the destination, the “general performance description” under the link and all additional information provided by ST concerning the holiday accommodation and the country of destination as well as these terms and conditions form the basis of the customer’s offer directed at ST.
- b) The customer is obliged to discharge all contractual obligations of persons for whom he/she has made the booking as if it were his/her own, as far as he/she has accepted this obligation explicitly and separately.
- c) In case ST’s booking confirmation differs from the content of the booking, the booking confirmation forms a new offer by ST, binding for 14 days after receipt of the booking confirmation. The contract is concluded based on this new offer, if ST has notified the customer of the modifications and the customer has accepted the offer in due time through express statement, deposit or payment or by taking advantage of the contractual performances.
- d) The owners of the holiday accommodations and agents/intermediaries, especially the operators of internet portals, are not authorized by ST to give information or to make assurances which alter the content of the contract, exceed the contractual obligations accepted by ST or conflict with the description of the holiday accommodation.
- e) Data in host indices of the holiday resort, brochures or other catalogues or indices not published by ST are not binding on the part of ST, unless not made subject to ST’s contractual obligations through express agreement with the customer. The same applies to information in internet portals, as far as they are not arranged by ST or not subject to its influence or control.
- f) ST informs you that according to para. 312g, subpara. 2, sentence 1, no. 9 BGB (Bürgerliches Gesetzbuch, i.e. German Civil Code) there is no right of revocation within the fields of accommodation for purposes other than (permanent) residence if the contract stipulates a

specific time of performance (i.e. a fixed date or period). Therefore, contracts with ST are not subject to a right of revocation, but only the legal rights of withdrawal/termination.

- 1.2 The following applies to the conclusion of the contract for bookings made orally, by telephone, in writing, via e-mail or telefax:
  - a) Bookings by customers are binding offers for the conclusion of a contract with ST.
  - b) The contract is concluded upon receipt of the booking confirmation (acceptance) sent by ST.
  - c) A booking confirmation can be made informally, which means that also oral confirmations and such given over the telephone are legally binding. In this case, ST also sends a confirmation in writing. However, oral confirmations or such given over the telephone lead to the formation of a contract, no matter if the written confirmation reaches the customer or not.
- 1.3 The following applies to the conclusion of the contract for bookings in e-commerce (e.g. via internet):
  - a) The customer is informed about the electronic booking process in the respective application (see booking information). The customer has a possibility to correct or delete his/her data or to reset the booking form, the use of which is explained.
  - b) By clicking the button “book with obligation to pay” or a similar wording, the customer makes a binding offer to ST. ST electronically confirms the receipt of the booking immediately (confirmation of receipt).
  - c) The conveyance of the offer through pressing the above-mentioned button does not give the customer a claim to the formation of a contract in accordance with his/her booking details. ST is free to accept the offer or not.
  - d) The contract is only concluded upon receipt of ST’s booking confirmation by the customer.

## **2. Payment**

- 2.1 After formation of the contract and against previous surrendering of the secured payment certificate a deposit of 20% of the total price is due and payable. The deposit will be deducted from the total. Additionally, in case of taking out insurance (e.g. travel cancellation insurance), any insurance premium is due and payable in full.
- 2.2 The outstanding payment has to be paid without further notice by no later than 30 days before commencement of the occupancy, if the secured payment certificate has been handed out. In case of short-term bookings, i.e. if there are less than 30 days between booking and commencement of occupancy, the total price is due and payable immediately upon surrendering of a secured payment certificate.
- 2.3 As far as ST is able and willing to perform its contractual obligations and there is no statutory or contractual right of retention or offset by the time the deposit or the final payment is due and payable, the following applies:
  - a) If ST does not receive the full deposit or outstanding payment within due date, ST is entitled to withdraw from the contract after demand for payment with fixing of a time limit under

penalty of rejection and to charge the costs of withdrawal according to clause 5 to the customer.

- b) If the customer has not paid the total price, he/she is not entitled to move into the holiday accommodation or to take advantage of the contractual performances or to receive booking papers.

2.4 ST charges the customer costs amounting to EUR 5.00 for any demand for payment after occurrence of default. The customer is free to prove that there have been no or lower costs. ST is entitled to enforce the claim according to para. 288 subpara. 5 BGB against customers that are no consumers, alternatively.

2.5 The customer is only entitled to offset a claim by ST against his or her claims that are beyond dispute or legally recognized.

### **3. Security deposit**

3.1 ST does not levy a security deposit. As far as a security deposit has to be made, a legal relationship is only formed between the customer and the owner of the holiday accommodation.

3.2 If the owner claims a security deposit, the customer will be informed about this in the description of the holiday accommodation as well as in the booking confirmation. As far as ST is named as payee, it only has the position of a collection agent on behalf of the owner.

3.3 The security payment principally has to be paid in cash. Cheques are not accepted, credit card payment only if expressly agreed upon in each case.

3.4 The security payment covers the meeting of the customer's obligation to return the keys, to pay running costs on base of consumption (e.g. electricity, water, gas, telephone) as well as compensatory damages for not or not duly carrying out the final cleaning.

3.5 If the owner or his agent do not offset the security deposit against claims according to clause 3.4, the repayment will be made on the last day of occupancy before departure of the customer. Otherwise, repayment will be made by no later than 14 days after end of occupancy.

### **4. Obligations to perform and modifications of performances**

4.1 The contractual performances owed by ST comprise the letting of the booked holiday accommodation in a state and with the features described in the announcement and the contractual agreement, namely in accordance with all comments and explanations on the respective websites and the descriptions of the holiday accommodations respectively as well as, where applicable, additional information, if it has been available to the customer by the time of contract formation.

4.2 The performances owed by ST do not comprise any facts or conditions that are not directly related to the accommodation and the contractual obligations, especially the environment of the accommodation as well as the conditions of beaches and places of destination. This does not apply in the case of a culpable violation of an obligation to provide information or the duty of care and to warn respectively, where existent.

- 4.3 Alterations of substantial performance parameters or features of the holiday accommodation in comparison to the contractual agreement and the description of the holiday accommodation respectively that become necessary and are not caused by ST in breach of good faith are only admissible if they are not considerable and the overall character of the holiday accommodation is not impaired.
- 4.4 Insignificant alterations of furnishings and features of the holiday accommodation are principally admissible.
- 4.5 Any warranty obligations remain unaffected, if the performances that have been altered are faulty.
- 4.6 ST is obliged to inform the customer about substantial alterations immediately after having notice of the reason for alteration. The altered performance supersedes the contractual performance originally owed.
- 4.7 In case of considerable alterations of a substantial performance and a substantial feature of the holiday accommodation respectively, the customer is entitled to withdraw from the contract at no charge. Alternatively, the customer can claim the booking of a holiday accommodation at least equivalent, if ST is able to offer such without additional costs for the customer out of its stock. The customer has to exercise these rights immediately after receiving notice from ST about the alterations.

## **5. Customer's withdrawal from the contract before occupancy (arrival), cancellation costs**

- 5.1 The customer is entitled to withdraw from the contract at any time before beginning of occupancy. Due to reasons of conservation of evidence, ST recommends stating the withdrawal via a permanent data medium (cf. para. 126b BGB). The withdrawal becomes effective on the day it reaches ST.
- 5.2 If the customer withdraws from the contract before beginning of occupancy or he/she does not occupy the holiday vacation, ST loses the claim to the price agreed upon. ST can claim a just compensation for its expenditures which depend on the respective price of the accommodation instead, unless ST is responsible for the withdrawal or if exceptional circumstances occur at the destination or its immediate vicinity that substantially hinder the performance of the contract.
- 5.3 ST's claim to just compensation is graduated by means of time, that is considering the closeness of the time of withdrawal to the contractually agreed beginning of occupancy as a percentage in proportion to the price of the accommodation. Usually saved expenditures as well as the usual possibility of other occupancy are taken into account. The compensation will be calculated upon receipt of the notice of withdrawal as follows:
  - a) In case of a withdrawal no later than 50 days before beginning of occupancy: EUR 50,- (flat)
  - b) In case of a withdrawal from 49 days to 29 days before beginning of occupancy: 25% of the total price
  - c) In case of a withdrawal from 28 days to 15 days before beginning of occupancy: 50% of the total price
  - d) In case of a withdrawal from 14 days to one day before beginning of occupancy: 80% of the total price

- e) In case of a withdrawal at the day of beginning of occupancy or in case of not occupying the accommodation: 90% of the total price.

5.4 The customer's right to proof that there has been a lower or no damage at all in comparison to the cost lump sum according to clause 5.3 remains unaffected whatsoever.

5.5 ST reserves the right to claim a higher, specific compensation instead of the lump sum according to clause 5.3 if ST establishes proof that it has incurred substantially higher expenditures than covered through the respective lump sum. If ST puts forward this claim, ST is obliged to concretely quantify and proof the compensation, taking account of saved expenditure and a possible alternative utilization of its performances.

5.6 Taking out a travel cancellation insurance for the booking as well as a foreign travel health insurance covering the costs of return in case of accident or disease is highly recommended.

## **6. Changes to the booking**

6.1 The customer is not entitled to claims for alteration of the time of occupancy, the destination, the holiday accommodation, the number of guests or additional services after formation of the contract (changed booking). If ST changes the booking nonetheless on behalf of the customer within the period of the first cancellation level (cf. clause 5.3, lit. a), ST is entitled to a changed booking remuneration amounting to EUR 50.00.

6.2 Customer requirements that occur later can only be considered after withdrawal from the contract in accordance with clause 5 and the respective conditions laid down therein and a concurrent new booking. This does not apply for customer requirements that do only cause insignificant costs.

## **7. Performances not drawn on**

If the customer does not, not fully or not over the full period contractually agreed upon occupy the accommodation or parts of it as per contract or if he/she does so with a divergent number of persons, he/she is not entitled to a claim for proportional reimbursement of the price, if this happens due to reasons the customer is responsible for (e.g. early departure). ST will try to achieve reimbursement of saved expenditures through the owners/landlords without obligation on its part. This does not apply in case of parts or periods of performance that are totally insignificant or when reimbursement is hindered by law or order of the authorities.

## **8. Notice of defect during the stay**

8.1 The customer is obliged to notify the local branch or representation of ST in case of defects and to demand remedy immediately.

8.2 The customer is informed about the person, the availability and the contact details of the local branch or representation of ST by no later than conveyance of the booking documents.

8.3 If in accordance with the contractual agreement there is no local branch or representation, the customer is obliged to directly and immediately notify ST at the contact details stated below.

- 9. Special duties of the customers and his/her fellow travelers: occupancy of the holiday accommodation, third party visits, takeover record, careful treatment of the holiday accommodation, notice of damages, cleaning, the keeping of pets**
- 9.1 The holiday accommodation must only be occupied by the persons registered in the booking process. In case of over-occupancy ST is entitled to claim for an additional just fee for the respective period. ST's right of termination remains unaffected. Excess persons must leave the accommodation immediately.
- 9.2 ST's branch or representative has to be notified of any third party visit which has not already been notified in the contractual agreement and exceeds a period of 24 hours, especially such including an overnight stay, immediately and without being asked. If this duty to notify is not being conducted or in case the visit has objectively to be regarded as an additional occupancy of the accommodation, clause 9.1 shall apply mutatis mutandis.
- 9.3 At the time the customer moves into the accommodation he has to tolerate a viewing and control of the holiday accommodation and its furnishings upon demand of ST and its representatives respectively. The result can be recorded in a respective protocol. The customer cannot put forward claims in respect of defects that have been objectively discernible but did not have been notified by the customer immediately.
- 9.4 The customers and their fellow travelers are obliged to treat the accommodation carefully and to notify ST or its representative of any damages or defects during their time of occupancy immediately. This does principally also apply to defects or damages which the customer does not find annoying or such he/she does not hold him/herself or his/her fellow travelers responsible for.
- 9.5 Especially in case of damages to the furnishing or inventory a failure to notify can result in shifting the burden of proof, meaning that the customer has to establish that damages which have been detected after departure have not been responsibly caused by him/her or his/her fellow travelers.
- 9.6 Guests are obliged to do anything reasonably possible to contribute to repair a fault or to minimize imminent damages in case of defective performances.
- 9.7 The customer has to observe operating instructions or other advice concerning the utilization of the accommodation, its furnishings and facilities that are made available to him. It is particularly strictly forbidden to manipulate the technical facilities of the holiday accommodation, especially electrical installations, the water supply or sewage disposal, single electronic devices, heating/radiators, circulating pumps of swimming pools or locking mechanisms, without the consent of ST or its representative. The customer is liable for respective infringements, where applicable jointly and severally with his/her fellow travelers.
- 9.8 The use of the WiFi in the apartment is secured via access protection. The access data may not be disclosed to third parties under any circumstances. The established data traffic is unencrypted and at the tenant's own risk. The landlord is not liable for any damage to the tenant's digital media caused by the use of the internet access. The landlord is not responsible for the data transmitted via the WiFi, the chargeable services, and legal transactions carried out via the WiFi. If the tenant visits chargeable websites or commits himself to any obligations, the resulting costs are to be covered by him. The tenant is responsible for complying with the applicable law when using the WiFi.

- 9.9 The customer is obliged to observe local regulations he has been informed about, especially those in respect of protection against fire and noise and water supply.
- 9.10 It is the guests' responsibility to clean the holiday accommodation regularly, which has to be left in clean condition. In case a final cleaning is included in the price, it does not comprise the cleaning of the dish washer, the cooker, the oven, the fridge and any other kitchen device. Those have to be left by the guest in perfectly clean condition. If there is need for an extra cleaning, the respective service provider engaged by ST will charge the customer with an appropriate cleaning fee. Impurities that cannot be removed by conventional means as well as damages to the furnishings will be charged to the customer separately. Claims for compensation that result from infringement of the foregoing provisions must be settled with ST's representative before departure. They may be set-off against the security deposit.
- 9.11 Pets may be carried only upon ST's consent. Species and height have to be notified truly and exactly. Statements that have been culpably omitted or which are false may result in an instant cancellation of the contract by ST.

## **10. Time of arrival and departure, late arrival**

- 10.1 The holiday accommodation can be usually occupied on the day of arrival between 4 and 6 pm or the time stated in the booking documents respectively. The customer is not entitled to an earlier occupancy.
- 10.2 ST informs the customer about the latest time of arrival. In case of late arrival, the customer is not entitled to key delivery and occupancy.
- 10.3 The guest is obliged to notify a late arrival to the contact stated in the booking documents in any case, especially in case the owner or the local representative is willing to accept a late arrival as a special exception.
- 10.4 In case of late arrival, the customer alone is responsible for the costs of the missed overnight stay, also in respect of his/her fellow travelers.
- 10.5 Unless agreed otherwise, the accommodation has to be vacated by 10 am in a condition as per contract.

## **11. Termination on grounds of conduct**

- 11.1 ST or representatives and owners that have been expressly authorized to do so may issue a notice of termination after beginning of occupancy, if the customer or his/her fellow travelers hinders the performance of the contract in spite of a foregoing warning by ST, its representatives or the owner. The same applies if the conduct of the customer or a fellow traveler is in breach of the contract to an extent that justifies an immediate cancellation (extraordinary termination) of the contract.
- 11.2 The foregoing particularly applies in case an occupancy in breach of contract (esp. over-occupancy) is sustained in spite of a warning, the house rules are violated despite a warning, the harmonious relations between guests are impaired substantially or the accommodation is intentionally or recklessly damaged significantly.

## **12. Limitation of liability**

- 12.1 The contractual liability of ST is limited to treble the amount of the rent for the holiday accommodation for any damages except physical injury and damages that have been caused intentionally or grossly negligently. Where applicable, exceeding claims according to international agreements or statutory law based on such remain unaffected.
- 12.2 ST is not liable for defective performances, damage to property or persons in respect of external services that have only been mediated (e.g. trips, sport events, theatre visits, exhibitions, rental cars), if those performances have been explicitly labeled as external services in the description and the booking confirmation and are thus – discernible for the customer – not part of ST's performances. However, ST is liable as far as the damage to the customer is caused by a violation of a duty to warn, an obligation to provide information or a duty of proper organization.

### **13. Regulations in respect of passports, visa and health**

- 13.1 ST will inform the customer about general passport or visa requirements as well as formalities in respect of personal health of the destination country, including the time limits concerning the obtainment of visa before formation of the contract and respective changes before start of the journey.
- 13.2 The customer is responsible for the obtainment and carrying of the documents required, any vaccination and the compliance with customs and foreign currency regulations. Any injury resulting from the infringement of these rules (e.g. the costs of withdrawal) have to be borne by the customer, unless ST has failed to inform properly.

### **14. Information about alternative dispute resolution / mediation**

- 14.1 In case of complaints that occur after departure, ST seeks a prompt and accommodating settlement. Due to respective legal obligations, ST informs you though that it is not member of an organization or institution of extrajudicial settlement or dispute resolution.
- 14.2 Information about online dispute resolution in line with Art. 14 subpara. 1 Regulation on consumer ODR (Regulation (EU) No 524/2013): the European Commission provides for a platform of online dispute settlement at <http://ec.europa.eu/consumers/odr/>. However, please note thoroughly that the use of this platform does not suffice to put forward claims within the stipulated period.

### **15. Data protection / Use of unencrypted e-mails**

- 15.1 We would like to point you to our data protection declaration at **Fehler! Linkreferenz ungültig..**
- 15.2 The security of e-mail conveyance cannot be guaranteed. Data sent via e-mail may be intercepted or changed, get lost or be destroyed, received only with delay or incomplete or contain computer viruses. ST thus does not undertake any guarantee in respect of errors or omissions of any kind or any other risks related to e-mail communication. If you make your e-mail address available or sent unencrypted e-mails to ST, we draw from this fact that you have freely chosen to accept the aforementioned risks.

### **16. Choice of law and venue**

- 16.1 The contractual relationship between the customer and ST is solely governed by German law. This applies to the whole legal relationship as well.

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- 16.2 In respect of actions brought against customers and contracting parties respectively that are business persons, legal entities governed by public or private law, persons that have a domicile or habitual residence abroad or such persons the domicile or habitual residence of whom are unknown, the legal seat of ST is agreed upon as legal venue.
- 16.3 The foregoing provisions do not apply as far as the contract is governed by regulations of a EU Member Country or Switzerland, if the customer is a resident of such a country and the respective regulations are not subject to being contracted away and more favorable than the foregoing provisions or the respective German regulations on side of the customer.

13<sup>th</sup> June 2022

The contracting party is:

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