

## General Terms of Business

Dear Guest,

The Tourismus-Service Scharbeutz, Strandallee 134, 23683 Scharbeutz (Germany) - hereinafter referred to as TS - acts as a reservations office to provide individual tourist services (holiday accommodation or other leisure services) in accordance with the booking options currently available. Contractual relationships are formed directly between the service provider - hereinafter referred to as the SP - (e.g. the accommodation company or the leisure service provider) and you as a guest. The following conditions, where applicable, form the content of the contract arising between the SP and yourself regarding the provision of individual tourist services.

### 1. Conclusion of the contract regarding the provision of tourist services, position of the TS

1.1 With the booking of the service, which may be received verbally, in writing, by telephone, by fax, by e-mail or via the Internet, the guest offers the SP (represented by the TS as broker) the binding conclusion of a contract regarding the provision of tourist-related services.

1.2 The contract between the guest and the SP arises with the booking confirmation, which the guest will receive immediately after the booking has been made. It does not require a specific form.

1.3 The reservation is made by the booking guest also for all persons listed in the reservation, with the guest making the reservation representing their contractual obligations as well as those of the other persons listed in the reservation.

1.4 The TS exclusively holds the position of broker for the booked service.

### 2. Reservations

2.1 Non-binding reservations that authorise the guest to withdraw at no cost are only possible with the appropriate express agreement with the TS as the representative of the SP. If no such agreement has been authorised, the reservation shall represent a legally binding contract for the SP and the guest, as defined by points 1.1 and 1.2.

2.2 If a non-binding reservation has been agreed, the guest must notify the TS by the agreed date and time if the reservation is to be treated as a binding reservation. If the guest fails to do this, the reservation will be cancelled by the TS without any obligation to notify the guest. If the guest does confirm this reservation, point 1.2 shall apply accordingly.

### 3. Withdrawal

3.1 In the event of a withdrawal, the SP's entitlement to payment of the agreed service price remains intact. The SP must credit any other use of the service and any outlay saved.

3.2 Depending on the date that a declaration of withdrawal is received, the following prices will be charged (each expressed as a percentage of the service price):

Room services or other leisure services:		Holiday apartments and flat-rate fees:	
Up to the 31st day before the start of the trip	12%	Up to the 45th day before the start of the trip	15%
Up to the 21st day before the start of the trip	20%	Up to the 31st day before the start of the trip	25%
Up to the 11th day before the start of the trip	40%	Up to the 21st day before the start of the trip	50%
Up to the 7th day before the start of the trip	60%	Up to the 11th day before the start of the trip	80%
Thereafter:	80%	Thereafter:	90%

3.3 The taking-out of trip withdrawal costs / cancellation insurance is strongly recommended.

3.4 If the reservation is declined, this must be notified to the reservations office (not directly to the SP) for organisational reasons and, in the guest's interests, should be provided in writing.

3.5 It is hereby notified that the guest - regardless of the method of booking and the duration of the stay - is not entitled to any general free legal right to cancel the concluded contract.

### 4. Prices / services

4.1 The prices stated in the quote are final prices and include VAT at the prevailing rate and all ancillary costs unless otherwise specified with regard to the ancillary costs. A tourism charge (spa taxes) and fees for consumption-dependent services (e.g. electricity, gas, water, etc.) and for optional and additional services may be levied and listed separately.

4.2 The services charged by the SP arise solely from the content of the booking confirmation in combination with the valid quote.

## **5. Payment**

5.1 The SP can, as an authorised collections agent, request a down payment of up to 20% of the total service price following confirmation of the booking.

5.2 The total service price, including all ancillary costs, is due by no later than the day of departure unless otherwise agreed.

## **6. Obligations on the guest**

6.1 The guest is obliged to notify the SP of any shortfalls or problems immediately or request a resolution.

6.2 Problems must be notified exclusively to the SP, not the TS.

6.3 The guest may only cancel in the event of considerable problems and provided the SP has not provided a reasonable solution within the deadline set by the guest.

6.4 Claims by the guest will then only be entertained if the guest's obligation to notify problems has not been fulfilled and this is not the guest's fault or a solution is impossible or the SP has refused to provide one.

6.5 The accommodation may only be occupied by the number of persons agreed with the SP. In the event of over-occupancy, the SP shall be entitled to immediately cancel the contract and / or levy additional charges.

6.6 The guest is obliged, in the event of any problems or service shortfalls, to do everything possible to help facilitate a resolution of the problem and ensure that any resulting damage is as minimal as possible.

6.7 9.4 The inclusion of pets, regardless of the type, is permitted only following explicit agreement with the SP and, in the event of such an agreement, only within the context of the specifications provided regarding the type and size of the animal.

## **7. Guest liability**

The guest is obliged to treat the accommodation, along with all fixtures and fittings and common installations, with care. Should damage be incurred during the guest's stay as a consequence of the guest's actions, the actions of his or her companion or his or her guests, the guest is obliged to report the damage to the SP and provide compensation for it.

## **8. Liability of the SP and TS**

8.1 The contractual liability of the SP for damage not including physical damage (including damage due to the infringement of prior, secondary and subsequent obligations) is limited to three times the service price, a) provided the SP's damage to the guest was not contributed to by wilful or gross negligence or b) provided the SP is responsible for any damage incurred by the guest due solely to a failure on the part of a subcontractor.

8.2 The SP is not liable for service interruptions in the context of services that are merely arranged as third-party services (e.g. sporting events, theatre visits, exhibitions, etc.) and that are expressly identified as third-party services.

8.3 The TS is liable exclusively for any mistakes on its part and on the part of its subcontractors in the context of brokerage. The SP alone is responsible for providing the booked service and any shortcomings in the provision of such.

## **9. Arrival times / number of occupants / inclusion of pets in booking accommodation services**

9.1 Accommodation can be occupied from 3 p.m. onwards on the day of arrival and must always be vacated on the day of departure by 10 a.m. unless otherwise agreed.

9.2 In the event of late arrival (after 6 p.m.), the guest is obliged to inform the SP of this in good time. If the guest fails to do this, the SP is permitted to reallocate the accommodation after 2 hours (i.e. from 8 p.m.) in the case of accommodation booked in advance for one overnight stay and from midday the following day in the case of accommodation booked in advance for several overnight stays. The arrival and departure dates agreed with the SP are binding unless agreed otherwise.

## **10. Complaints**

Should any complaints arise, the guest should first contact the SP in question. Should the guest be unable to resolve the matter with their SP, the TS will be happy to assist.

**Tourismus-Service Scharbeutz, Strandallee 134, 23683 Scharbeutz (Germany)**

**Telephone: +49 (0) 45 03 / 77 09 64, Fax: +49 (0) 45 03 / 7 21 22; E-mail : [info@scharbeutz.de](mailto:info@scharbeutz.de), Internet: [www.scharbeutz.de](http://www.scharbeutz.de); [www.luebecker-bucht-ostsee.de](http://www.luebecker-bucht-ostsee.de)**