

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION AGREEMENT in hotels and holiday resorts of GEW Ferien GmbH

1 SCOPE OF APPLICATION

1.1 These terms and conditions apply to contracts (hotel accommodation contract) for the rental of hotel rooms or holiday flats for accommodation as well as all other services and deliveries provided in this context for the customer by GEW Ferien GmbH in its hotels and holiday resorts (hereinafter referred to as "GEW"). The term "hotel accommodation contract" includes and replaces the following terms: Accommodation contract, guest accommodation contract, hotel contract, hotel room contract, holiday apartment contract. The term "accommodation" includes and replaces the terms "hotel room and holiday flat".

1.2 The subletting or re-letting of the rooms and holiday flats provided and their use for purposes other than accommodation shall generally require the prior written consent of GEW.

1.3 GEW acts exclusively as an agent for bookings made by sales partners. The general terms and conditions of the respective providers apply. GEW is neither a tour operator within the meaning of Section 651a et seq. of the German Civil Code (BGB) nor does it provide accommodation services and/or other related additional services.

2 CONCLUSION OF CONTRACT, CONTRACT PARTNERS, LIMITATION PERIOD

2.1 The contracting parties are GEW and the customer. The contract is concluded by acceptance of the customer's application and by GEW. GEW is free to confirm the booking of the accommodation in writing.

2.2 All claims against GEW are generally time-barred one year after the start of the statutory limitation period. This does not apply to claims for damages and other claims, insofar as the latter are based on an intentional or grossly negligent breach of duty by GEW.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 GEW is obliged to keep the accommodation booked by the customer available and to provide the agreed services.

3.2 The customer is obliged to pay the agreed or applicable prices of GEW for the provision of the accommodation and the other services utilised by the customer. This also applies to services commissioned by the customer directly or via GEW, which are provided by third parties and disbursed by GEW.

3.3 The agreed prices include the taxes and local duties applicable at the time the contract is concluded. They do not include local taxes that are owed by the guest according to the respective municipal law, such as visitor's tax, bed taxes or similar charges. In the event of a change in the statutory value-added tax or the introduction, change or abolition of local taxes on the subject matter of the service after the conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between the conclusion and fulfilment of the contract exceeds four months.

3.4 GEW may make its consent to a subsequent reduction in the number of booked accommodations, the services of the hotel and holiday resort or the duration of the customer's stay requested by the customer dependent on the price for the accommodation and/or for the other services being increased appropriately.

3.5 Invoices from GEW are due for payment immediately upon receipt without deduction. If payment on account has been agreed, payment must be made without deduction within seven days of receipt of the invoice, unless otherwise agreed.

3.6 GEW is entitled to demand an appropriate advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the case of advance payments or security deposits for package holidays, the statutory provisions remain unaffected. If the customer is in default of payment, the statutory provisions shall apply.

3.7 In justified cases, for example, if the customer is in arrears with payment or if the scope of the contract is extended, GEW shall be entitled, even after the conclusion of the contract up to the start of the holiday, to demand an advance payment or security deposit within the meaning of Section 3.6 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

3.8 GEW shall also be entitled to demand an appropriate advance payment or security deposit from the customer at the beginning and during the stay within the meaning of Section 3.6 above for existing and future claims arising from the contract, insofar as such payment has not already been made in accordance with Section 3.6 and/or Section 3.7 above.

3.9 The customer may only offset or set off an undisputed or legally enforceable claim against a claim of GEW.

3.10 The customer agrees that the invoice may be sent to him electronically.

4 WITHDRAWALS BY THE CUSTOMER (CANCELLATION) / NON-UTILISATION OF THE SERVICES OF GEW (NO-SHOW)

4.1 The customer may only withdraw from the contract concluded with GEW if a right of withdrawal has been expressly agreed in the contract, a statutory right of withdrawal exists or if GEW expressly agrees to the cancellation of the contract.

4.2 If a date has been agreed between GEW and the customer for cancellation of the contract free of charge, the customer may cancel the contract up to that date without incurring payment or compensation claims from GEW.

4.3 If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or cancellation and GEW does not agree to a cancellation of the contract, GEW shall retain the claim to the agreed remuneration despite non-utilisation of the service. GEW shall offset the income from renting the accommodation to other parties and the expenses saved. If the booked accommodation is not rented to another party, GEW may make a lump sum deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

5 CANCELLATIONS OF THE CONTRACT BY GEW

5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period, GEW is entitled to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms or holiday flats and the customer does not waive his right to withdraw from the contract upon enquiry by GEW with a reasonable deadline. This applies accordingly if an option is granted, if other enquiries are received and the customer is not prepared to make a firm booking when GEW enquires within a reasonable period.

5.2 If an advance payment or security deposit agreed or demanded in accordance with clause 3.6 and/or clause 3.7 is not made even after a reasonable grace period set by GEW has expired, GEW shall also be entitled to withdraw from the contract.

5.3 Furthermore, GEW shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular, if

- force majeure or other circumstances for which GEW is not responsible make fulfilment of the contract impossible;
- rooms, rooms or holiday flats are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, the ability to pay or the purpose of the stay;
- GEW has reasonable grounds to believe that the use of the service may jeopardise the smooth operation of the business, the security, or the public reputation of GEW without this being attributable to GEW's sphere of control or organisation. organisational area of GEW;
- the purpose or reason for the stay is illegal;
- there is a violation of the above-mentioned clause 1.2.

5.4 The justified cancellation by GEW shall not give rise to any claim for damages on the part of the customer.

6 ROOM AND FLAT PROVISION, HANDOVER AND RETURN

6.1 The customer acquires no entitlement to the provision of specific accommodation unless this has been expressly agreed in writing.

6.2 Booked accommodation is available to the customer from 4:00 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability.

6.3 On the agreed day of departure, the accommodation must be vacated and made available to GEW by 10.00 a.m. at the latest. After this time, GEW may charge 50% of the full accommodation price (price according to the price list) for the delayed vacating of the room or holiday flats until 6.00 p.m., and 90% from 6.00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that GEW has no or a significantly lower claim to a usage fee.

7 LIABILITIES OF GEW

7.1 GEW shall be liable for damages for which it is responsible arising from injury to life, limb, or health. Furthermore, GEW shall be liable for other damages which are based on an intentional or grossly negligent breach of duty by GEW or an intentional or negligent breach of typical contractual duties by GEW. Typical contractual obligations are those obligations which make the proper execution of the contract possible in the first place and on the fulfilment of which the customer relies on and may rely. A breach of duty by GEW is equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise regulated in this Section 7. Should faults or defects occur in GEW's services, GEW shall endeavour to remedy the situation if it becomes aware of them or if the customer complains immediately. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.

7.2 GEW shall be liable to the customer for items brought into the safe in accordance with the statutory provisions. GEW recommends the use of the safe in the accommodation or the central safe in the hotel or holiday resort. If the customer wishes to bring in money, securities, and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with GEW.

7.3 If the customer is provided with a parking space in the hotel garage or the hotel car park, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or manoeuvred on the property of the hotel or holiday resort and their contents, GEW shall only be liable in accordance with the above Section 7.1, sentences 1 to 4.

7.4 Wake-up and appointment orders are carried out by GEW with the utmost care. Messages for customers are also handled with care. After prior consultation with the customer, GEW can accept, store and - on request - forward mail and consignments for a fee. GEW shall only be liable in accordance with the above Section 7.1, sentences 1 to 4.

FINAL PROVISIONS

8.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions are invalid.

8.2 The place of fulfilment and payment as well as the exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - is Frankfurt am Main in commercial transactions. French law applies to the holiday centre Les Tourelles in Sainte-Maxime and the place of jurisdiction is France. If the customer fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Frankfurt am Main; French law shall apply to the Les Tourelles holiday centre in Sainte-Maxime.

8.3 German law applies to GEW operations in Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.4 In accordance with the legal obligation, GEW points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>
However, GEW does not participate in dispute resolution proceedings before consumer arbitration boards.

GEW Ferien GmbH, Managing Director: Wilfried Furtwängler As at 01/07/2022