

#### Pets

**I**f you would like to bring your pet, the acceptance of your request is subject to prior approval from the proprietor, however, only allowed in some cases. Please confirm anything regarding your pets with the proprietor personally.

## Tentants

All statements and descriptions on Holidayfrog website are made by owners/proprietors. In the case of your booking you will immediately receive the local address of the proprietor or contact person, so you be able to settle any matters concerning the property directly and personally.

#### **Booking Procedure**

You may book either by phone, in written form, or via e-mail. Each form will be a binding contract. In order to avoid a misunderstanding, we recommend a written booking by e-mail, or via our website booking form. With your booking enquiry you offer Holidayfrog the possibility of concluding a procurement agreement. Based on your booking enquiry, Holidayfrog will send you a copy of the tenancy agreement showing services, reservation time, and prices.

When booking, you shall specify all fellow passengers (also pets), as well as your personal wishes.

### Terms of Payment

**A** deposit will be due with the transfer of tenancy agreement. If the deposit is not procured within 7 days, then Holidayfrog shall have the right to cancel the tenancy agreement after the unsuccessful expiry of a grace period of 7 days and charge the houseowners'/proprietors' cancellation fee. The balance has to be paid 4 weeks prior to arrival. Please notice that bank charges are not at the expense of the proprietor.

**O**n receipt of your payment we will send you a written booking confirmation.

### Agency Terms and Conditions

**H**olidayfrog internet portal, owner Michaela Bischoff-Hansen, Merkenicher Hauptstrasse 231, 50769 Köln, Germany, offers the procurement of tenancy agreements via internet with owners/proprietors of holiday homes shown on Holidayfrog web site. Holidayfrog acts as intermediary between you and owner/proprietor.

**R**ights and duties of Holidayfrog are based upon these procurement regulations, on subsidiary contractual arrangements, and on the statutory provisions of German Civil Code (§§ 675, 631 ff. BGB, nongratuitous agency).

**R**ights and duties of clients in regard of procured agreements comply with general terms and conditions of particular contracting parties, with relevant statutory provisions, or with individual agreements.

#### **Performance of Holidayfrog**

**H**olidayfrog is acting on behalf of it's customers and is endeavoured to successfully contract the arranged tenancy agreements. Holidayfrog fulfils it's performance towards customers by transmitting the offer and by providing all travel documents to the owner/proprietor. At the same time, Holidayfrog is acting as recipient for owner/proprietor of the holiday property. You will conclude tenancy agreement directly with them – there will be no contractual relationship between you and Holidayfrog coming into existence.

Information on entry regulations given by Holidayfrog are based on general and public documents as well as on owner's/proprietor's information.

**W**eb sites of Holidayfrog also show performances of third parties, for example, car rentals or flights. Guests who will book these services will conclude particular agreements with third parties. Holidayfrog is not liable for the provision of these services. Holidayfrog is not authorized to accept any claims or defaults regarding third party agreements.

# Liability

Holidayfrog will undertake arrangements with the diligence of a discrete and responsible businessman.

Holidayfrog is only liable in case of gross negligence and deliberate acts. Concerning contributory negligence, Holidayfrog will be liable only, if there has been a breach of a duty that is of special importance for the fulfilment of the contract. The contractual liability of Holidayfrog for all damages to the customer, which are not physical damages, is limited to the triple value of the arranged performance.

**M**any houseowners/proprietors ask for a deposit which has to be paid with the handing-over of keys, and it will be returned upon departure. Possible damages (like breakage of glass) will be charged and proprietor/contact person will deduct it from the deposit.

# Jurisdiction

Venue for any claims against Holidayfrog is Cologne, Germany.

**F**or claims of Holidayfrog against a customer, venue will be customer's domicile. If Holidayfrog takes action against traders or persons who are not resident in Germany, or displace domicile abroad after conclusion of contract, the venue will be domicile of Holidayfrog.

The contractual and legal relationship between Holidayfrog and customers who do not have their domicile in Germany shall be governed by German Law.

# Limitation

Claims against Holidayfrog are subject to a limitation period of one year after the contractual end of residence.

### Insurance

Holidayfrog recommends a travel insurance.

### Cancellation Fees

Please notice that houseowners/proprietors (not the intermediary) will charge a cancellation fee when clients have withdrawn from the contract:

More than 31 days prior to arrival: 20 % of total rental price Between 15 and 30 days prior to arrival: 50 % of total rental price From 0 to 14 days prior to arrival: 100 % of total rental price

The traveller has the right to prove that none or a lower loss than the standardized figure has occurred.

For every cancellation and/or any changes in the contract there will be an additional fee of 30,- Euros.

# Complaints

**P**lease give notice to the houseowner, or person in charge, in written form on the spot of any complaints. Complaints will not be accepted after departure.

# Escape Clause

**S**hould any provision hereof be, or become ineffective, this shall not affect the validity of the remaining provisions. This also applies to the tenancy agreements. If the tenancy agreement should become ineffective, this shall not affect the validity of the agency agreement.