

# **GENERAL ACCOMMODATION BOOKING CONDITIONS (GABC)**

## **of the partner businesses of Tiscover AG**

### **(as of 10 February 2003)**

#### **1. General and contracting parties**

- 1.1. Tiscover AG Travel Information Systems ("Tiscover"), operates an internet-based information and booking system (the "System").
- 1.2. These General Accommodation Booking Conditions (GABC) form the subject matter of the accommodation or holiday package contracts between the providers of tourism services who have contracted with Tiscover to use the System ("Tourism Service Providers") and their guests who conclude bookings through the System ("End Consumers").
- 1.3. Tiscover may amend these GABC from time to time. Tiscover shall notify Tourism Service Providers (by email) when the amended GABC are retrievable at [www.tiscover.com/gabc](http://www.tiscover.com/gabc), after which notification they will be binding on the Information Providers.

#### **2. Formation of contract and deposit**

- 2.1. Posting of content including data, texts, photos, graphs, audio and video sequences ("Content") about the accommodation and tourism services made available by the Tourism Service Providers ("Services") on the System constitutes an invitation to treat. The placing of a booking for the Services on the System by the End Consumers constitutes an offer by the End Consumers to the Tourism Service Providers. The contract between the End Consumers and the Tourism Service Providers for the Services is made by Tiscover sending a notification of acceptance of the booking to the End Consumers on behalf of the Tourism Service Providers.
- 2.2. When placing a booking on the System, the End Consumers shall make a non-refundable deposit, as specified by the Tourism Service Providers in the Content, via the System, by the payment method of their choice from the available payment options in the System (the "Deposit").
- 2.3. In addition to the Deposit, the Tourism Service Providers may also require the End Consumers to make additional payments in advance for the Services. Arrangements for such additional advance payment will be made between Tourism Service Providers and End Consumers and will not be processed on the System.

#### **3. Commencement and termination of accommodation**

- 3.1. End Consumers may occupy the rented rooms from 14:00 o'clock on the agreed day, or from such other time as may be clearly advertised by the Tourism Service Provider on the System.
- 3.2. If a room is used for the first time before 06:00 o'clock, or from such other time as has been clearly advertised by the Tourism Service Provider on the System, the preceding night is considered as first overnight stay.
- 3.3. End Consumers are expected to vacate their rooms by noon (12:00 o'clock), or from such other time as may be clearly advertised by the Tourism Service Provider on the System, on the day of departure.

#### **4. Cancellation of the accommodation or holiday package contract**

- 4.1. Any cancellation by End Consumers of a booking made through the System is legally effective only if the End Consumers give written notice (by email, fax or letter) of such cancellation to both Tiscover and the Tourism Service Providers.
- 4.2. The Tourism Service Providers may unilaterally cancel the accommodation or holiday package contract concluded through the System ("Booking") for any reason up to but no later than three months before the agreed date of the End Consumers' arrival without liability or penalty to the End Consumers. The cancellation shall be legally effective if both the End Consumers and Tiscover are notified in writing (by email, fax or letter).
- 4.3. The End Consumers may unilaterally cancel the Booking without stating any reason 30 days or more prior to the agreed arrival date. The charge for such a cancellation shall be a flat-rate processing fee of € 10 payable to Tiscover. Tiscover will refund the Deposit, less the processing fee, to the End Consumers within two months by wire transfer or such other method as it shall deem appropriate. If the Deposit is less than the processing fee of €10, no refund will be made.
- 4.4. In case of any cancellation 29 days or less prior to the agreed arrival date, Tiscover will retain the total Deposit as cancellation fee. In addition, the Tourism Service Providers may charge the End Consumers for an additional cancellation fee equal to the total booking fee, less the Deposit, if the Service cannot be re-sold. However, the Tourism Service Providers agree to deduct from their cancellation charges any income derived from re-selling the cancelled Service. The Tourism Service Providers shall use all reasonable commercial endeavours to re-sell the unused Services.
- 4.5. If End Consumers fail to notify Tiscover of the cancellation, Tiscover will be entitled to retain their Deposit.
- 4.6. If End Consumers do not arrive by 18:00 o'clock on the agreed arrival date without prior notification of the Tourism Service Providers, the Tourism Service Providers shall be entitled to cancel the Booking, without liability or penalty unless a later arrival was agreed.

- 4.7. Even if End Consumers do not use the booked accommodation or other travel services, they are obliged to pay the agreed fee to the Tourism Service Providers.

#### **5. Provision of substitute accommodation**

- 5.1. The Tourism Service Providers reserve the right to make available to End Consumers adequate and appropriate alternative accommodation, if the original accommodation booked by End Consumers is not available for any reason.
- 5.2. In the event of unavoidable cancellations by the Tourism Service Providers within the three month period prior to the date of arrival, the Tourism Service Providers shall use all reasonable commercial endeavours immediately to procure suitable substitute accommodation of at least equal standard for End Consumers. Should End Consumers, by way of exception, be informed of the cancellation by the Tourism Service Providers on arrival, the Tourism Service Providers shall use all reasonable endeavours to make available substitute accommodation within four hours thereafter.
- 5.3. Any additional expenses for substitute accommodation will be borne by the Tourism Service Providers.

#### **6. Rights of End Consumers**

- 6.1. By confirming the Booking, End Consumers are entitled to use the accommodation as well as the facilities and services of the establishment for the dates, room types, special services and prices agreed.
- 6.2. Meals which have been booked must be taken in accordance with the Tourism Service Providers' meal schedules. If End Consumers do not take the meals at the scheduled time, they shall not be entitled to any refund.

#### **7. Obligations of End Consumers**

- 7.1. Upon fulfilment of the accommodation or holiday package contract, the agreed fee shall be paid. The Tourism Service Providers are entitled to stipulate the methods of payment they will accept, and are not obliged to accept means of payment such as cheques, credit cards, coupons, vouchers, foreign currency, etc. All costs arising in connection with the acceptance of such payment methods, e.g. for telegrams, inquiries, etc., will be borne by the End Consumers.
- 7.2. If food or beverages are available at the establishment, but End Consumers consume food or beverages they have brought along on public premises, the Tourism Service Providers may charge a reasonable fee.
- 7.3. End Consumers shall obtain the consent of the Tourism Service Providers before using their own electrical devices that are not customary travel accessories.
- 7.4. End Consumers shall indemnify and keep indemnified the Tourism Service Providers from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with negligence, default or breach of the GABC by the End Consumers or their accompanying guests.

#### **8. Rights of the Tourism Service Providers**

- 8.1. The Tourism Service Providers shall be entitled to take a lien over any possessions of the End Consumers as are on their premises in respect of any payments outstanding for the provision of Services.
- 8.2. The Tourism Service Providers may pledge End Consumers' possessions to secure outstanding payments.
- 8.3. If End Consumers ask for room service or any standard service at unusual times of the day, Tourism Service Providers may charge a special fee; however, that special fee has to be shown on the price board for the room, and the provision of such services shall be at the discretion of the Tourism Service Providers.

#### **9. Obligations of the Tourism Service Providers**

- 9.1. The Tourism Service Providers guarantee that all their prices stated in the System include all applicable charges, taxes and other expenses. Tourism Service Providers shall where appropriate state that certain fees or charges will be applicable in addition to stated prices, and they will disclose these expenses accordingly within the Content displayed on the System.
- 9.2. The Tourism Service Providers undertake to indicate prices as set forth in Clause 9.1 and to accept the sole responsibility and liability for the accuracy of all pricing information.
- 9.3. Services rendered by the Tourism Service Providers which are not included in the accommodation fee, should be stated separately in the System as chargeable services. Such services may include, as examples and not by way of limitation, private meeting rooms, leisure facilities, sauna, indoor and/or outdoor swimming pool, solarium, garage, the provision of additional beds or cots in a room, etc.

#### **10. Liability of the Tourism Service Providers for damage**

- 10.1. The Tourism Service Providers are liable for any damage End Consumers suffer if such damage has occurred through the negligence of the Tourism Service Providers or their employees or agents.

- 10.2. Liability for loss or damage caused by Tourism Service Providers to items belonging to End Consumers: The Tourism Service Providers, who accept End Consumers' items for safekeeping, are liable up to a maximum amount of € 1,100 for loss or damage caused by Tourism Service Providers to such items. The liability of the Tourism Service Providers for valuables, money and securities is limited to a maximum amount of € 550; if the Tourism Service Providers take these items into safekeeping, aware of their nature and value, or if damage was caused by the Tourism Service Providers or any of their employees, the Tourism Service Providers are subject to unrestricted liability. Any disclaimer in the form of a posted notice has no legal effect. The Tourism Service Providers may refuse to take valuables, money and securities into safekeeping if these are substantially more valuable than the items End Consumers of the relevant establishment usually surrender for safekeeping. Any agreements purporting to reduce liability below the amounts referred to in the above Clauses shall be void. Items are considered to have been brought along if they are accepted or taken by an employee of the establishment to a place this person has chosen for that purpose.

#### **11. Pets**

- 11.1. Pets may be brought along only with prior consent of the Tourism Service Providers and, if required, against payment of a special fee. Pets are not allowed in the drawing rooms, lounges and restaurants.
- 11.2. End Consumers are liable for any damage caused by their pets.

#### **12. Contract extension**

- 12.1. Any extension of End Consumers' stays requires the consent of the Tourism Service Providers.

#### **13. Contract termination**

- 13.1. If the Booking was for a fixed term, it will end upon expiry. If End Consumers depart earlier, the Tourism Service Providers may charge the full agreed fee for the entire Booking. However, the Tourism Service Providers will endeavour to re-let the unused rooms.
- 13.2. On the death of End Consumers, their contract with the Tourism Service Providers will terminate automatically.
- 13.3. End Consumers failing to vacate their rooms by noon (12:00 o'clock) shall be liable for a further day's charges at published room rates.
- 13.4. The Tourism Service Providers may cancel the Booking with immediate effect if End Consumers:
- 13.4.1. use the premises in a substantially inappropriate manner or if the End Consumers' reckless, offensive and grossly improper behaviour spoils the enjoyment of the other End Consumers, or if End Consumers commit an act against the property, morality or physical security towards the Tourism Service Providers and their employees or any person staying at the establishment;
  - 13.4.2. are struck by an infectious disease or by a disease that survives the length of accommodation or are in need of care; or
  - 13.4.3. do not pay the invoice submitted to them upon request within a reasonable time.

#### **14. Illness or death of End Consumers at the establishment**

- 14.1. If End Consumers fall ill during their stay, the Tourism Service Providers are obliged to procure appropriate medical care if this is necessary and the End Consumers themselves are not able to procure medical care.
- 14.2. The Tourism Service Providers are entitled to recover the following costs from the End Consumers or, as the case may be, from their estate:
- 14.2.1. Reimbursement of medical expenses the End Consumers have not yet paid;
  - 14.2.2. Expenses for required disinfection, if ordered by the official physician;
  - 14.2.3. Refund, if any, for linen, bed linen and bed furniture that has become unusable, against surrender of these items to the legal successors, otherwise for disinfection or thorough cleaning of all these items;
  - 14.2.4. Expenses for the restoration of walls, furniture, carpets, etc., in as far as they were polluted or damaged in connection with the End Consumers' illness or death; or
  - 14.2.5. Rent, in as far the rooms cannot be used temporarily in connection with the End Consumers' illness or death (at least three days and no more than seven days).

#### **15. Place of contract performance and place of jurisdiction**

- 15.1. Place of contract performance shall be the place where the Services are provided.
- 15.2. All disputes arising from the accommodation or holiday package contract will be referred to the court having subject-matter and local jurisdiction for the Tourism Service Providers, unless:
- 15.2.1. the End Consumers, as consumers, have their place of residence in the Tourism Service Providers' country of incorporation; in this event, the place of residence which the End Consumers indicate on the registration form shall be the place of jurisdiction; or
  - 15.2.2. the End Consumers, as consumers, have their only place of employment in the Tourism Service Providers' country of incorporation; in this event, this place shall be the place of jurisdiction.