

CONTRACTUAL TERMS (TERMS) OF THE FIRM OF ALPENCHALET'S TOURISTIK GMBH

Dear Guests,

The following translation of the German terms and conditions of travel are to make understanding easier for you, but it is not binding. Please remember that the original German version is the exclusive foundation of the contract. The terms and conditions of travel become contents of the contract originating between you and us, the firm of **Alpenchalets Touristik GmbH, Moerscher Straße 3, D-76185 Karlsruhe, – hereinafter briefly called "ACT"** - in the event of your booking, to the extent that they have been effectively included. Please read these terms carefully before your booking.

1 Scope of application of these terms

1.1 These terms and conditions of travel shall apply to all offers of chalets and other holiday objects by ACT. Corresponding to jurisdiction, ACT shall subject all contracts for the aforementioned forms of offers to the consumer-friendly package travel law of §§ 651a et seq. German Civil Code.

1.2 These terms and conditions of travel shall not apply to the extent that **ACT** expressly acts as a mediator of travel services for a third party with regard to the said services and does not arouse the impression of rendering the services under its own responsibility pursuant to the principles of § 651a sub-section 2 German Civil Code.

2 Conclusion of the contract

2.1 With the booking, which can be done verbally, in writing, by telefax, by e-mail, via the Internet, with your travel agent or via a partner company, you bindingly offer **ACT** conclusion of a travel contract on the basis of our object description, all information making reference thereto and the present terms and conditions of contract. You shall be bound by this offer of a contract for 2 weeks. This time is needed by us in order to examine your information and the availability of the required services.

2.2 In bookings via the Internet, **ACT** confirms the receipt of your requested booking without delay. **ACT** shall however not be obliged to explain non-acceptance of the offer of a contract made with the booking if it is not able or willing to accept your booking.

2.3 We shall be pleased to accept customers' wishes with a booking and shall forward them to the owner/administrator/key-holder. However, such customers' wishes cannot be accepted as contractual terms and a corresponding obligation to service for **ACT** shall only originate in the event of an express confirmation of the customers' wishes.

2.4 The person booking shall vouch for all contractual obligations of the co-travellers booked as for his/her own to the extent that he/she has taken on this obligation through express and separate declaration.

2.5 The travel contract shall originate with all the persons registered exclusively upon confirmation done by **ACT** in writing, by telefax or in a text form (e-mail or Internet form), with the exception of short-term bookings according to Section 5.1.

2.6 For short-term bookings less than 8 working days before the start of the journey, the booking confirmation can also be done by telephone or verbally.

2.7 If the registration confirmation from **ACT** deviates from the registration, this shall be a new offer from **ACT**, by which the latter shall be bound for 14 days after the date of the booking confirmation. The contract shall originate on the basis of this new offer if the traveller accepts it by express declaration, payment or starting the journey.

3 Down-payment, residual payment, arrears, prices

3.1 Upon conclusion of the contract (receipt of the booking confirmation) and following issue of the securing certificate pursuant to § 651 k German Civil Code, a down-payment is to be paid, which shall be offset against the travel price. If not agreed to the contrary in the individual case, it shall amount to 25% of the price of travel.

3.2 To the extent that the securing certificate has been handed over and no other payment date has been agreed in the individual case, the residual payment shall be due **4 weeks** before the start of the journey. In short-term bookings within 4 weeks before the start of the journey, the entire travel price must be transferred without delay.

3.3 After complete payment, you shall receive the authorisation document proving to the owner, key-holder or agency that you are entitled to claim the services, further the data of the key-holder (as a rule, name, address and telephone number) as well as instructions on how to get there.

3.4 To the extent that **ACT** is willing and in a position to render the contractually owed service and no contractual or statutory right of retention accrues on your part, there shall be no claim to the contractual services or take-over of the object without complete payment of the travel price.

3.5 If down-payment and/or residual payment are not done punctually, **ACT** can withdraw from the contract following a reminder setting a period for payment and charge the traveller the costs of withdrawal pursuant to Section 6.

3.6 In harmony with jurisdiction, unchanging costs, which must be paid by the guest in any case, have been included in the travel price. Apart from this, subsidiary costs for electricity, water, gas and heating and for pets and additional services shall be paid on site insofar as this has not been stated to the contrary in the Internet or on the booking confirmation.

3.7 The aforementioned prices for heating, (hot) water, electricity, gas and local taxes or charges shall be approximate. If energy costs rise further, the amount to be paid on site can be higher than stated on the price list. The prices have been calculated for the object in question. Reference is made to Section 5.1. In particular, reference is made to the fact that no precise information can be given on the health resort tax to be paid on site as a matter of principle at individual locations in the programme description, as the precise amounts are normally not yet known at the time of stop press. Depending on the location, costs between 0.50 € and 2 € per person/day (as a rule with reductions for children) are to be expected.

3.8 If your booking contains a number of seasons, the travel price shall be calculated pro rata corresponding to the price tables valid in each case in the Internet.

3.9 For special offers, e.g. 14=10 or 7=5, for percentage discounts on the rental, for action such as early booking rebates or other special offers, all and any variable subsidiary costs shall be paid for the complete duration of the stay. If the stay in special offers exceeds two travel periods, the lower weekly or daily price shall always be used as a basis for the discounts.

4 Services, side-agreements, circumstances typical for mountains

4.1 The services owed by ACT shall result exclusively from the booking confirmation and the basis of the booking (Internet description, brochure) and all the information and explanations contained therein for the country, object and destination booked by the customer. In the event of deviations between various object and service descriptions, the concrete basis of the booking shall be exclusively decisive.

4.2 The object of the contractual services of **ACT** shall only be provision of a chalet or other holiday objects in the condition and furnishing resulting from our description and according to all the information and explanations in the Internet or the object description and all and any limiting or supplementary information and agreements on the contract form. Unless obligations to information, references or care in this regard exist on the part of **ACT**, all circumstances not directly connected with the object and the contractual services, in particular the surroundings of the object and the local situation of the resort shall be excluded from and not covered by the obligation to perform of **ACT**. This shall apply inter alia to operation and opening hours of local infrastructure amenities such as mountain railways, ski slopes, skiing schools, bus systems, restaurants and shops, swimming pools and for offers such as ski pass rebates, ski hire rebates, sports courses and similar. Operating hours and offers are often restricted in time or seasonally. Upon request, Alpenchalets shall be pleased to obtain detailed in-

formation from the provider for you, but without being able to assume warranty claims for it.

4.3 In the surroundings of objects situated in the mountains, also on access paths/roads, dangers typical for the season such as packed snow, black ice and slippery surfaces are to be expected. However, snow clearance and gritting are not an integral part of the services owed by **ACT**, but shall be a matter for the guest. For this, the local house administration shall provide the necessary equipment and means; if they are not available upon arrival or (in the case of consumables) run out, the guest shall request them from the administrator for the purpose of replacement. If the administrator cannot be reached or fails to provide a remedy within a suitable period, the corresponding request can also be made to **ACT**. If the guest fails to take clearing and/or gritting measures, he shall be personally answerable for consequences thereof – also vis-à-vis third parties - to the extent that no breach of duties by **ACT** or its local representative caused or helped to cause the corresponding damage incurred by the guest or third parties.

5 Regulations and duties in holiday homes and holiday flats, arrival and departure time

5.1 The contractual object may only be occupied by the number of people stated in the contract. In the event of over-occupancy, **ACT** shall be entitled to demand a suitable additional remuneration for the period of over-occupancy or the excess persons shall leave the object without delay.

5.2 All travellers are obliged to treat the object carefully and to report all damages and defects during the time of occupancy to **ACT**, the owner or the local representative of **ACT** as quickly as possible.

5.3 To avoid problems and difficulties with evidence, we urgently recommend reporting damage, problems and defects straight away, even if you do not feel disturbed by them or, in the case of damage, presuppose that it has not been caused by you or your fellow-travellers.

5.4 In the event of any disturbances of service occurring, you also engage to do everything reasonably expected in order to contribute to remedying the disturbance and keeping possible damage as slight as possible.

5.5 If not stated to the contrary, the objects can be taken over between 4 and 6 p.m. on the date of arrival. A claim to hand-over of the key and take-over of the object in the event of delayed arrival shall not accrue. The guest shall notify delays in any case, in particular in the event of the owner or local representative being prepared to make a later hand-over in exceptional cases. Costs of overnight accommodation of the guest due to a delayed arrival shall be charged to Guest. The object shall be returned by 10 a.m. on the date of departure.

6 Security

6.1 If stated in the description or the booking confirmation, a security is to be paid to the owner/key-holder on site.

6.2 If not stated to the contrary, this security is to be paid cash in Euro or Swiss Francs. Credit cards are only accepted as expressly stated in the description and in the booking confirmation.

6.3 The security shall be reimbursed immediately after a proper return of the object. If immediate reimbursement upon departure is not possible in individual cases, the reimbursement to the guest shall be by mail, transfer or post office payment order immediately after the end of the occupancy.

6.4 The reimbursement shall not affect any claims to damages of the owner or **ACT** as the case may be.

6.5 Guests' liability for damage caused culpably shall not be **limited to the amount of the security**.

6.6 The security shall secure owner's claims to payment of costs of consumption and other subsidiary costs not contained in the object price and all and any claims to damage of the owner or of **ACT** as the case may be.

7 Withdrawal by Customer, re-bookings, replacement person

7.1 In all kinds of contract, you can withdraw at any time before the start of the journey. In your own interest and for reasons of evidence, you should withdraw in writing in any

case. If you withdraw from the contract or do not start the journey, we can demand a suitable reimbursement for the travel measures taken and for our expenditure. Our lump-sum claim to damages (withdrawal fee), in which saved expenditure and the possible further use of the service have been taken into account, shall be:

- **up to 61 days before the start of the journey 20% of the travel price, no less than 50.- €**
- **from the 60th to the 36th day before the start of the journey 40% of the travel price,**
- **from the 35th to the 8th day before the start of the journey 80% of the travel price,**
- **from the 7th day before the start of the journey and non-travel 90% of the travel price**
- **If ACT manages to occupy the object elsewhere for the same period and at the same terms, merely 10% of the travel price shall be charged regardless of the date of withdrawal.**

7.2 You shall be expressly free to prove to **ACT** that it has suffered no costs or costs considerably lower than the aforementioned lump-sums. In such a case, you shall only be obliged to pay the lower costs.

7.3 **ACT** reserves the right to charge the claim accruing to it concretely as a deviation from the aforementioned lump-sums. In such a case, **ACT** shall be obliged to put a figure on and prove the costs incurred by it in detail to the traveller.

7.4 If amendments with regard to the date of travel or the holiday object (re-bookings) are made after conclusion of the contract at Traveller's request, we shall charge a re-booking fee of € 30.- until 61 days before the start of travel/occupancy, without a legal claim to such a re-booking accruing, if the re-booking is possible and can be implemented. Re-booking wishes only arriving after the expiry of this period can only be done with withdrawal from the contract at the aforementioned terms and simultaneous new booking, provided implementation is possible. This shall not apply to re-booking wishes only causing slight costs.

8 Withdrawal and termination by ACT

8.1 In all forms of offer, **ACT** can terminate the contract after start of service if traveller lastingly disturbs implementation of the contract notwithstanding a caution or behaves in breach of contract to such a degree that immediate cancellation of the contract is justified. If **ACT** gives notice, it shall maintain a claim to the total price; **ACT** must however offset the value of saved expenditure and the benefits which it achieves from other use of the travel service, including the amounts possibly credited to it by the owners. In such cases, the owners and the local representatives (e.g. key-holders) of **ACT** shall be authorised to assert the rights of **ACT**.

8.2 The statutory right to termination in events of force majeure according to the statutory provisions of § 651j German Civil Code shall remain unaffected for **ACT** and Customer.

9 Limitation of liability

9.1 **ACT**'s liability towards the traveller for reimbursement for damage which is not physical damage on account of contractual claims from the travel contract shall be limited to three times the travel price to the extent that the traveller's damage was not caused by malice aforethought or gross negligence or to the extent that **ACT** alone is responsible for damage incurred by the traveller on account of culpability of a service renderer.

9.2 **ACT** shall not be liable for disturbances in service in connection with ones which are neither expressly nor apparently services of **ACT** and have merely been arranged as outside services (e.g. sports events, theatre visits, exhibitions, excursions etc..) and are expressly marked as outside services in the general or concrete description of the service.

10 Services not used

If the traveller fails to use the contractual services due to premature return from illness or other reasons for which **ACT** is not answerable, the traveller shall have no claim to pro rata reimbursement. However, **ACT** shall pay the traveller saved expenditure as soon and insofar as it has actu-

ally been reimbursed to **ACT** by the individual service renderers.

11 Responsibilities of the traveller, termination by the traveller

11.1 Travel guides or travel support as in customary package holidays are **not** part of the contractual services of **ACT**. For this reason, the obligation to notification of defects resulting from §§ 651 d sub-section 2 German Civil Code has been substantiated in all kinds of contracts with **ACT** in that the traveller is obliged to notify any defects occurring to **the headquarters of ACT** and to request remedy. The traveller shall be informed of availability of **ACT** no later than forwarding of the travel documents. Notwithstanding the obligation to send notifications of defects directly to **ACT**, the traveller is recommended to contact the local administrator or key-holder, if such exists, in the event of defects.

11.2 Claims of the traveller shall only not be forfeited if the traveller fails to make the notification of defects through no fault of his own.

11.3 Administrator, key-holder, owner or other local representatives of **ACT** shall not be authorised to acknowledge defects or claims.

11.4 If the trip is considerably impaired due to a defect, the traveller can terminate the contract. The same shall apply if the trip cannot be reasonably expected due to such a defect for good and sufficient reason recognisable for **ACT**. Termination shall only be admissible when **ACT** or its representative has allowed a certain, reasonable period set by the traveller to expire without providing a remedy. Setting a period shall not be necessary if remedy is impossible or is rejected by **ACT** or its representatives or if immediate termination of the contract is justified by a particular interest of the traveller. If there is admissible termination of the travel contract by the traveller according to these provisions, the legal consequences of this termination shall be based on §§ 651 e sub-section 3 and sub-section 4 German Civil Code.

11.5 The statutory responsibility of the traveller pursuant to §§ 651 g sub-section 1 German Civil Code of making claims against the travel company within one month of the contractually planned end of the trip is made more concrete with regard to the travel contract concluded with **ACT** as follows:

- a) All claims connected with the contract or with the services rendered by **ACT** regardless of the legal reason shall be made by the traveller against **ACT** within one month of the contractually planned date of return.
- b) The claims complying with the period can only be made against **ACT** after the end of the trip and only under the address stated below. Written claiming is urgently recommended.
- c) After the expiry of the period, the traveller can only make claims if he has been prevented from complying with the period through no fault of his own.

12 Passport, visa and health directives

12.1 **ACT** shall inform nationals of the states of the European Community in which **ACT** offers its objects about directives of passport, visa and health provisions before the conclusion of the contract and of any possible amendments before the start of the trip. It is assumed that no peculiarities exist in the person of the customer and any fellow-travellers (e.g. double nationalities, statelessness). For members of other states, the competent consulate gives information; **ACT** has no duty to information in this regard.

12.2 The customer shall be responsible for compliance with all immigration directives, procurement and provision of the necessary travel documents and also compliance with customs and foreign currency directives. Detriments incurred from failure to obey these directives, e.g. payment of costs of withdrawal, shall be charged to Customer. This shall not apply if **ACT** has culpably not, insufficiently or wrongly informed.

13 Barring, ban on assignment

13.1 Customer claims arising from the mediation contract (according to §§ 651c to f German Civil Code), on the loss of life, limb or health and if these are based on contractual claims, including pain and suffering, through the negligent

breach of duty of **ACT** or intentional or negligent breach of duty by a statutory Representative or employee of **ACT**, expire in two years. This is true also for other claims to compensate damage, caused by a grossly negligent breach of duty by **ACT** or a willful or grossly negligent breach of duty of a statutory representative or employee of **ACT**.

13.2 All other claims arising from the mediation contract (according to §§ 651c to f German Civil Code) shall be barred after one year.

13.3 The limitation in point 13.1 and 13.2 begins with the end of the calendar year, which has arisen in which the claim of the customer has been submitted and **ACT** as claim defendant had knowledge or would have attained without gross negligence.

13.4 If there are pending claims between the customer and negotiations of **ACT** on the claim, or the circumstances justifying the claim, the limitation shall be suspended until the customer or **ACT** refuse to continue any negotiations. The statute of limitations occurs earliest three months after the suspension ends.

13.5 Assignment of any claims of the traveller on the occasion of the journey to third parties, also to spouses, shall be ruled out, regardless of the legal reason,. Likewise, judicial claiming in the traveller's own name shall be ruled out.

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