

# General Terms and Conditions

## Provisions Pertaining to Tenants

The following contractual provisions apply to the contractual relationship between the company, Travanto Travel GmbH & Co. KG – hereinafter "Travanto" – and the tenant or potential tenant of a holiday property on a portal belonging to Travanto (e.g. Cornwall-Travel.com) - hereinafter "the tenant".

### **Please notice:**

**The following provisions shall apply in the event that Travanto offers a holiday property as a mediator on behalf of a landlord, who has concluded a contract directly with Travanto.**

**In the case of Travanto mediating holiday properties from third parties, which also operate as holiday property mediators, as a means of a technical solution (interface) on the third party's own portals, the general terms and conditions of the third party, that will be made available to the tenant upon booking, shall take precedence. In this case Travanto has no opportunity to influence the details of the individual property listings and accepts the information from third parties (see §§ 14-17).**

## A. General Contractual Provisions

### **§ 1 Contractual relationships**

1. Travanto provides the tenant with the use of its Travanto portals. Travanto has no obligation to retain the portals or any of their constituent parts.
2. As a general rule, it is never Travanto but rather the respective landlord who becomes the tenant's contractual partner when concluding a rental agreement in accordance with the following provisions.

### **§ 2 Tenant reviews of holiday properties**

1. Travanto enables tenants who have already concluded rental agreements to evaluate their transactions by means of a points system as part of a review system, so that future tenants and landlords can make judgments about the reliability of a rental agreement partner.
2. The tenant is only entitled to provide accurate information in his or her review; insults, defamation and slander in particular are prohibited. In order to prevent obvious infringements upon third party rights in a review as a whole or in part, Travanto reserves the right to prevent reviews as a whole or in part from being made publicly accessible.
3. It is prohibited to give reviews of oneself as a landlord, to arrange reviews or to purposefully induce a third party into giving a particular review.
4. If a review is construed, Travanto is entitled to delete the user's existing reviews or to alter these in accordance with the truth, although the user carries the burden of proof concerning the non-existence of a construed review.
5. The review does not constitute an evaluation made by Travanto but is an unmonitored evaluation made by third parties that cannot be verified by Travanto.
6. Travanto assumes no liability
  - a) for good reviews made in the past applying to future contractual transactions; or
  - b) for reviews actually originating from contractual partners that have concluded a contract by way of Travanto Travel GmbH

and that these reviews not being merely construed.

## **B. Specific Provisions Pertaining to Different Booking Systems**

### **I. Enquiry Booking**

#### **§ 3 Process and Conclusion of Contract**

1. Travanto enables the tenant to send a non-binding enquiry to a landlord about his or her accommodation.
2. The rental agreement shall then take place directly between the landlord and the tenant. Travanto does not represent either party, is not a travel agent and has no influence on the conclusion of the contract between these parties.

#### **§ 4 Payment of Rental Price**

Travanto advises tenants against paying large sums in advance or deposits to unfamiliar landlords without safeguarding themselves with Travanto's "Rent Safely Guarantee".

#### **§ 5 Cancellation by the Tenant**

1. The tenant can cancel the rental agreement but is obligated to pay a cancellation fee if the reasons for cancellation lie within the tenant's risk area.
2. Reasons that typically lie within the tenant's risk area are compelling reasons such as sickness, unemployment, pregnancy or other hindrances in the tenant's professional or private life.
3. Reasons that typically do not lie within the tenant's risk area are reasons such as earthquake, hurricane, or official travel warnings for the holiday area.
4. Flat rate cancellation fees are only arranged if they are stated explicitly in the rental agreement made with the landlord. Otherwise, general statutory provisions prevail, pursuant to which the tenant must pay the entire rental sum, although the landlord must deduct saved expenditures or rental revenue that has been collected from another tenant from this sum.

### **II. Direct Enquiry Booking**

#### **§ 6 Process and Conclusion of Contract**

1. Travanto acts as an authorised representative and not as a tenant or landlord. The contract is concluded directly between landlord and tenant after a binding enquiry by the tenant, which is forwarded to the landlord via telephone, e-mail oder SMS, and by confirmation of this enquiry by the landlord.

2. The tenant permits Travanto to forward an offer aimed at the conclusion of a rental agreement to the landlord of the holiday property chosen by the tenant. The conclusion of the contract is made by confirmation of this offer by the landlord. The tenant is bound by his/her offer for 24 hours. Should the landlord confirm the offer only after the expiry of the 24 hours, this constitutes a new offer to the tenant, which he/she can choose to accept or reject. The tenant complies with the fact that he/she will only receive name and/or address of the landlord after conclusion of the contract and after making a sufficient deposit.

3. The rental agreement for the selected holiday property, for the selected period of time, at the price provided, with the furnishings described in the listing, is concluded directly between the tenant and the landlord. The landlord's association with the holiday property is stated in Travanto's database.

4. Directly after paying the deposit, Travanto shall communicate the name and address of the landlord or the name and address of the administrator by the landlord to the tenant as well as further information about the rental unit.

5. The landlord is entitled to request a deposit for the handover of the key in as much as this is specified in the holiday property listing. The terms of this agreement arise exclusively between the tenant and the landlord.

### **§ 7 Payment of rental price**

1. As soon as the tenant has made the booking, he/she is obligated to pay a deposit by means of the payment methods offered in the system, the details of which shall be communicated to the tenant during the booking process and in the booking confirmation.

2. Inasmuch as the beginning of the rental period is less than 50 days in the future at the time of booking, the tenant is obligated to pay 100% of the rental price to Travanto directly upon booking. For bookings made on all portals, where prices are displayed and settled in another currency (not EUR), such as on London-Lodge.com (GBP) or Schweiz-Travel.com (CHF), a deposit is to be paid directly to Travanto and the rest of the amount is to be sent to the landlord.

3. In both cases, Travanto will collect the revenue on behalf of the landlord and forward it to the landlord, inasmuch as it has not already been paid directly into the landlord's bank account.

4. Travanto is entitled to cancel the rental agreement and demand compensation if the tenant has not made the payment within 3 working days of the booking being made.

### **§ 8 Cancellation by the Tenant**

1. The tenant can cancel the rental agreement but is obligated to pay a cancellation fee if the reasons for cancellation lie within the tenant's risk area.

2. Reasons that typically lie within the tenant's risk area are compelling reasons such as sickness, unemployment, pregnancy or other hindrances in the tenant's professional or private life.

3. Reasons that typically do not lie within the tenant's risk area are reasons such as earthquake, hurricane or official travel warnings for the holiday area.

4. The cancellation fees are as follows:

<b>Point in time (in days prior to arrival)</b>	<b>Fee (percentage of the total price)</b>
up to 45 days prior to arrival	30% of the total price
30-44	50 %
14-29	70 %
0-13	90 %

5. A cancellation comes into effect when Travanto receives the tenant's cancellation in writing (whether by fax, mail or by email) and the cancellation fee is calculated as per § 8(4). Verbal cancellations have no legal effect. We recommend that tenants cancel by fax on +49 (0)40 244 249-39, specifying the holiday property number, the holiday region, the intended rental period and the tenants telephone number in case of queries.

6. If the tenant can prove to Travanto that the damages incurred due to cancellation are less than those compounded by the cancellation fee, the tenant must bear the amount of only the lesser damages.

### ***§ 9 Alterations to bookings***

1. The tenant can only alter the rental period for his or her stay in the holiday property if Travanto and the landlord consent to the alteration. The tenant has no claim to this consent. Insofar as the alteration takes place, Travanto is entitled to charge a fee of €45.00 plus VAT for administrative expenses.

2. Property alterations are no longer possible after a booking confirmation has been sent.

## **III. Online Booking**

### ***§ 10 Process and conclusion of contract***

1. Travanto acts as an authorised representative and not as a tenant or landlord. To this end, the landlord authorises Travanto as the landlord's representative to issue a declaration of intent with binding effect for the landlord, aimed at the conclusion of a holiday apartment rental agreement with any tenant.

2. The contract is concluded by Travanto electronically confirming the booking upon the tenants binding booking offer.
3. The rental agreement for the selected holiday property, for the selected period of time, at the price provided, with the furnishings described in the listing, is concluded directly between the tenant and the landlord. The landlord's association with the holiday property is stated in Travanto's database..
4. Directly after paying the deposit, Travanto shall communicate the name and address of the landlord or the name and address of the administrator by the landlord to the tenant as well as further information about the rental unit.
5. The landlord is entitled to request a deposit for the handover of the key in as much as this is specified in the holiday property listing. The terms of this agreement arise exclusively between the tenant and the landlord.

#### **§ 11 Payment of rental price**

1. As soon as the tenant has made the booking, he/she is obligated to pay a deposit by means of the payment methods offered in the system, the of which shall be communicated to the tenant during the booking process and in the booking confirmation.
2. Inasmuch as the beginning of the rental period is less than 14 days in the future at the time of booking, the tenant is obligated to pay 100% of the rental price to Travanto directly upon booking. For bookings made on all portals, where prices are displayed and settled in another currency (not EUR), such as on London-Lodge.com (GBP) or Schweiz-Travel.com (CHF), a deposit is to be paid directly to Travanto and the rest of the amount is to be sent to the landlord.
3. In both cases, Travanto will collect the revenue on behalf of the landlord and forward it to the landlord, inasmuch as it has not already been paid directly into the landlord's bank account.
4. Travanto is entitled to cancel the rental agreement and demand compensation if the tenant has not made the payment within 3 working days of the booking being made.

#### **§ 12 Cancellation by the Tenant**

1. The tenant can cancel the rental agreement but is obligated to pay a cancellation fee if the reasons for cancellation lie within the tenant's risk area.
2. Reasons that typically lie within the tenant's risk area are compelling reasons such as sickness, unemployment, pregnancy or other hindrances in the tenant's professional or private life.
3. Reasons that typically do not lie within the tenant's risk area are reasons such as earthquake, hurricane or official travel warnings for the holiday area

4. The cancellation fees are as follows:

<b>Point in time (in days prior to arrival)</b>	<b>Fee (percentage of the total price)</b>
up to 45 days prior to arrival	30% of the total price
30-44	50 %
14-29	70 %
1-13	90 %

5. A cancellation comes into effect when Travanto receives the tenant's cancellation in writing (whether by fax, mail or by email) and the cancellation fee is calculated as per § 8(4). Verbal cancellations have no legal effect. We recommend that tenants cancel by fax on +49 (0)40 244 249-39, specifying the holiday property number, the holiday region, the intended rental period and the tenants telephone number in case of queries.

6. If the tenant can prove to Travanto that the damages incurred due to cancellation are less than those compounded by the cancellation fee, the tenant must bear the amount of only the lesser damages.

### **§ 13 Alterations to bookings**

1. The tenant can only alter the rental period for his or her stay in the holiday property if Travanto and the landlord consent to the alteration. The tenant has no claim to this consent. Insofar as the alteration takes place, Travanto is entitled to charge a fee of €45.00 plus VAT for administrative expenses.

2. Property alterations are no longer possible after a booking confirmation has been sent.

## **IV. Provisions for the mediation of Partner Properties**

### **§ 14 General, Definitions**

1. Partner properties are holiday properties, about which Travanto, via a technical solution (interface), extracts relevant information and displays the properties as booking mediator on behalf of a third party.

2. The tenant will acknowledge that the booking in question is concerning a partner property, as the terms and conditions of our partners will be displayed in addition to Travanto's terms and conditions during a booking, and the tenant will be asked to accept these. The terms and conditions of the partner will take precedence over Travanto's terms and conditions when in doubt.

### **§ 15 Conclusion of contract**

1. Travanto operates solely as a mediator between the respective tour operator/landlord/service provider and the tenant.

2. The contract for online bookable partner properties is concluded similarly as with Online Booking (see § 10(2)) by the tenant clicking on "complete booking".

3. The contract for partner properties with the option “send binding enquiry” is concluded by the landlord/service provider accepting the binding enquiry with the intent to finalise a booking agreement from the tenant.

### **§ 16 Payment of rental price**

The method of payment follows from the specification of the tour operator/landlord/service provider and will be displayed and made available for selection for the tenant in a timely manner before the conclusion of a booking. Further details regarding payment of partner properties are provided in the terms and conditions of the respective tour operator/landlord/service provider.

### **§ 17 Further regulations**

1. The above provisions concerning properties which Travanto presents directly on behalf of the landlord (see §§ 1-13) do not apply.

2. All other regulations are, in case of doubt, subject to the terms and conditions of the tour operator/landlord/service provider. This applies in particular to regulations regarding payment, cancellation and alteration of bookings.

## **C. Concluding Provisions**

### **§ 18 Liability**

1. In particular, Travanto assumes no liability for the accuracy of the information provided, as holiday property listings are created automatically in accordance with information supplied by the landlord or the partner property provider without Travanto's verification. Any relevant information pertaining to a holiday property therefore needs to be verified by contacting the landlord or arranging a rental agreement.

2. Travanto only assumes liability for damages incurred due to a wilful or grossly negligent breach of its obligations that can be considered typical damages within the scope of foreseeability. This limitation does not apply to cases of bodily injury, damage to health, loss of life or freedom. Nor does this limitation to liability affect Travanto's obligation to carry out the contract correctly, on the execution of which the tenant ordinarily relies and may ordinarily rely.

3. Within this context, Travanto points out that guarantee claims arising from the rental agreement must be invoked against the landlord. Any notifications of defects must be communicated directly to the landlord or to the administrator authorised by the landlord.

### **§ 19 Privacy Policy**

1. Travanto commits itself to maintaining complete confidentiality regarding all of the user data it collects.

2. With full reference to a right of cancellation, that can be sent to [info@travanto.de](mailto:info@travanto.de), without any costs incurring apart from transmission costs in line with basic tariffs, Travanto reserves the right to send rental offers per email. Otherwise, data relating to specific persons collected by Travanto will only be handled or used by Travanto, inasmuch as it is necessary for the conclusion of a contract, the user has consented to this use or a statutory provision mandates or allows this use.

3. Further information can be found on the website under Privacy Policy.

### **§ 20 Place of jurisdiction**

Hamburg is agreed upon as the place of jurisdiction with regard to merchants and legal persons.