



TERMS AND CONDITIONS FOR THE PROVISION OF ACCOMMODATION SERVICES OF ALBATROSS REISEN GMBH

Dear client,

Thank you for your interest in booking accommodation with **Albatross Reisen GmbH, Marktbreiter Str. 11, 97199 Ochsenfurt - hereinafter referred to as „AR“**. In the event that an accommodation contract is concluded, AR will use all its power and experience to make your stay as pleasant as possible. Clear legal agreements about your rights and obligations as a client and the rights and obligations of AR as your accommodation provider, which are to be made with you in the form of the following client accommodation conditions, also contribute to this. These terms and conditions of accommodation, insofar as effectively agreed, become part of the accommodation contract concluded between you and AR in the event of a booking.

Please read these terms and conditions carefully before booking.

1. Applicability of Accommodation Terms and Conditions; Contractual Role of AR

1.1. AR is the operator of the website under the domain www.albatross-reisen.de as well as the publisher of corresponding brochures, flyers or other print media and online presences, to the extent that AR is expressly designated as the publisher/operator in each respect. Within the framework of these media, AR advertises and sells accommodation services on its own responsibility. AR is therefore the contractual partner of the customer with regard to the client accommodation contract concluded on this basis in the event of a booking.

1.2. These terms and conditions apply, if and to the extent that same have been effectively agreed, to accommodation contracts that are based on such print advertisements, brochures or accommodation services offered on websites published by AR.

2. Conclusion of Accommodation Contracts

2.1. For all kinds of bookings the following shall apply:

a) Offers made by AR and bookings consequently placed by clients shall be based on the descriptions of accommodation facilities as well as supplementary information (such as classification specifications e.g.) as provided and available to the client at the time of his/her booking.

b) In accordance with the applicable obligations as provided by law, the client is herewith duly informed that pursuant to the relevant legislative provisions (as stipulated in section 312g paragraph 2 sentence 1 no. 9 of the German Civil Code) the following applies: The client shall have no right to object a contractual relationship concluded for the purposes of providing accommodation services, that has been concluded remotely (i.e. by way of letter, brochure, telephone, facsimile, email, via text messages as well as by way of broadcasting services via radio or TV): In such cases the client's rights are limited to the statutory provisions applicable in the event of rental services not being utilized (section 537 of the German Civil Code). In this respect, please refer also to the provisions stipulated in Clause 6 hereunder). The client does however have a right to object if the contractual relationship relating to the provision of accommodation services has been concluded outside of business premises, unless however, either one of the aforementioned constellations applies or the oral negotiations on the basis of which the contractual relationship was concluded, were conducted following the client's respective request. In such cases the client shall have no right to object.

c) In the event of bookings being placed by societies, associations, companies and institutions such group booking party, not the individual client shall be bound by the accommodation contract, provided such party has not explicitly acted as duly authorised representative on behalf of each individual client.

2.2. With respect to bookings placed orally, by telephone, in writing, by email, mobile phone text messages or fax, the following shall apply:

a) By way of placing a booking a client - in a contractually binding manner - furnishes an offer to AR to enter into a contractual relationship for the provision of accommodation services.

b) The contract is concluded upon receipt by the client of AR's textual declaration of acceptance (booking confirmation). AR does not issue verbal booking confirmations.

2.3. For bookings made online, the following applies to the conclusion of the contract:

a) By pressing the button „book with obligation to pay“, the client offers AR the binding conclusion of the client accommodation contract.

b) The client's booking is confirmed by a corresponding confirmation of receipt directly on the screen and simultaneously by e-mail to the e-mail address registered by the client as part of the booking.

c) Finally, the client will receive a separate booking confirmation with a corresponding invoice by e-mail to the e-mail address registered by the client as part of the booking. The client accommodation contract comes into effect upon receipt of this booking confirmation by the client.

3. Rates and Services

3.1. The prices advertised in publications which form the basis of a booking (advertised accommodation offers in print or online) are final prices and include the statutory value added tax and all ancillary costs, unless otherwise stated with regard to the ancillary costs. Separate charges may be incurred and shown for regional tourism taxes and fees for services billed according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services that are only booked or used on site.

3.2. The services owed by AR shall exclusively be based on the content of the booking confirmation, the information on the accommodation facility and the services of AR as published in advertisements on the basis of which a booking has been placed as well as from any supplementary agreements expressly made with you.

3.3. Price tables as published in AR's print advertisement media display all information on seasonal periods, additional services and the duration of any applicable minimum stays. The accommodation prices advertised here refer to the available allotments at the time of printing of the respective advertising print medium and depend on the respective period of accommodation. As soon as the allotments with the prices advertised here have been fully sold, the accommodation prices will be adjusted on a daily basis within the further course of the season. These daily updated offers can be found online at <https://www.albatross-reisen.de>.

4. Payment

4.1. AR charges a deposit of 20% of the total price of the accommodation services after conclusion of the contract. The balance of the total price of the accommodation services must be paid to AR 30 days prior to the client's arrival. For bookings made less than 30 days prior to arrival, the total price shall be due for immediate payment upon booking. This does not apply if the due date and amount of payment have been agreed differently in individual cases.

4.2. Payments in foreign currencies are not possible. Credit card payments are only possible if the booking is made online on AR's booking website. In the case of chargeable transfers from abroad, the client shall bear the transfer fees. AR is entitled to demand such fees if they are deducted directly from the transfer amount by the transferring bank.

4.3. If the client does not pay an agreed down payment and / or the final payment despite a reminder from AR with an appropriate deadline, the client fails to pay in full within the specified period, although AR is willing and able to provide the contractual services in an orderly manner, no legal or contractual right to set-off or retain payments exists for the client and the client is responsible for the delay in payment, AR is entitled to cancel the contract with the client after a reminder with a deadline and after expiry of the deadline and to demand cancellations fees from the client in accordance with Clause 6. of these terms and conditions.

5. Arrival and Departure

5.1. If an agreement in relation to arrival and departure has been reached between AR and the client or if such times were specified in the advertised or otherwise communicated information provided by AR on the basis of which the relevant booking was placed, the client's arrival will be at the time accordingly agreed upon by the parties, without respective agreement, between 4:00 and 6:00 p.m. on the booked day of arrival.

5.2. For later arrivals, the following shall apply:

a) The client will inform AR's vicarious accommodation agent until 6:00 p.m. latest, if the client expects to arrive late or, in relation to stays of more than one day, if the client chooses to arrive the day following his booked arrival. In such event, AR and its vicarious agent shall not be obliged to receive the client after the agreed arrival time or after 6:00 p.m. and the client may possibly check-in only on the next day.

b) If the client fails to duly notify AR of his delayed arrival in accordance with the provisions hereunder, AR shall be entitled to allocate the client's room to another party. In cases where AR cannot allocate a room to another party the rules hereunder relating to cancellation and no-show bookings shall apply accordingly.

c) The provisions hereunder relating to cancellations and no-show bookings shall apply accordingly with regard to times during which a room remains unused owing to a client's late arrival. In cases where, by contract or law, AR is responsible for the client's due arrival at the accommodation facility, the client shall not be liable to make any payments to AR in this respect.

5.3. On departure day, the client shall vacate the room at the time agreed upon by the parties. In cases where no agreement has been made in this respect the room shall be vacated between 8:00 and 10:00 a.m. of that day. If a client fails to vacate the room within the times specified above, AR shall be entitled to charge additional fees. Moreover, AR shall be entitled to claim compensation for damages exceeding such additional room charges. On departure day, clients shall only be allowed to use their room as well as other areas of the accommodation facility after 10:00 a.m. if individually allowed to do so by way of an individual agreement with the operator of the camping facility as AR's vicarious agent. The right of use of the accommodation facility or of the facilities of the campsite after 10:00 a.m. on the day of departure is subject to the facility operator's expressive permission. If necessary, the operator of the facility shall be entitled to charge additional fees.

6. Cancellations and No-Shows

6.1. If the client cancels his/her accommodation booking or fails to arrive at the booked accommodation facility, AR remains entitled to payment of the accommodation price, including fees for additional services booked by the client.

6.2. AR shall, within the course of its ordinary business apply reasonable endeavours to allocate the client's unused accommodation services to another party but shall not be obliged to apply extraordinary efforts in this respect, taking into consideration also the specific room type (non-smoking / family accommodation) in each case.

6.3. If and to the extent that a AR is able to allocate the client's booked accommodation service to another party or use same otherwise, all proceeds accordingly collected by AR shall be deducted from any claims held by AR towards the client pursuant to Clause 6.1 above. In cases where AR has been unable to re-allocate a client's accommodation service, AR shall deduct all costs which have remained unexpended, from his claims towards the client pursuant to Clause 6.1 above.

6.4. AR has determined the following standard cancellation fees taking into account the period between the notice of cancellation and the start of the service as well as taking into account the expected saving of expenses and the expected acquisition through alternative occupancy of the booked accommodation (including all ancillary costs, but excluding regional tourism taxes). Accordingly, the client is obliged to pay AR the following amounts, taking into account any higher amounts due to alternative occupancy:

Up to 45 days prior to arrival: 10%; for accommodation prices below 250 EUR 25 EUR

44 - 28 days prior to arrival: 60%

27 days to 1 day prior to arrival: 80%

Day of arrival / No Show: 90%

6.5. The client explicitly retains the right to positively prove that costs which have remained unexpended by a AR were significantly higher than the deductions made according to the percentages set out above or that the booked accommodation service or other booked services have been re-assigned by AR to another party. In such cases the client shall only be obliged to pay an accordingly reduced amount.

6.6. The client is urgently recommended to take out travel cancellation insurance.

6.7. Any cancellation of booked services by the client is to be notified directly to AR and - in the client's best interest - should ideally be made in writing.

7. Amendments to bookings

7.1. The client shall have no right to claim amendment of the booked time, place of destination or departure, accommodation or disembarking (booking amendments). If after conclusion of the accommodation contract, a booking amendment is possible, ALBATROSS shall be entitled to charge a booking amendment fee of EUR 25,-. The clients shall always be entitled to prove that ALBATROSS, has incurred less costs than the aforementioned fee. Booking amendments shall only be possible until up to 28 days prior to commencement of the booked arrival date.

7.2. Later booking amendments, provided the requested change is possible at all, may only be applied by way of the client cancelling the accommodation contract in accordance with Clause 6.4 above and the conditions provided herein while simultaneously placing a new booking. This shall however not apply in relation to booking amendment requests which incur only minor costs.

8. Obligations; Cancellation by the Client

8.1. The client shall be obliged to comply with any facility rules and conditions notified to the client or in relation to which the client had reasonable possibility to inform himself accordingly.

8.2. The client shall without unreasonable delay notify the representative of AR or its vicarious agents in the accommodation facility of any defaults possibly occurring, demanding that same are removed. Should the client fail to comply with his obligations to make such notifications, the client's resulting claims may be jeopardized wholly or in part.

8.3. The client shall be entitled to cancel an accommodation service for reasons of default, only in cases of material defaults. Prior to cancellation the client shall be obliged to first claim removal of the default setting a reasonable period for such removal. This shall not apply if such removal is factually impossible or has already been rejected by AR or the client's immediate cancellation is to be deemed reasonable, given the client's particular (and for AR recognisable) interests or if the client for such reasons cannot reasonably be expected to continue using the accommodation services.

8.4. Bringing along and accommodating pets in the accommodation is only permitted in the event of an express agreement to this effect, if AR provides for this possibility in the advertisement. Within the framework of such agreements, the client is obliged to truthfully inform AR about the type and size of the pet. Violations of such obligation may entitle AR to extraordinary termination of the accommodation contract in accordance with clause 8.1 and to charge special cleaning costs of at least € 200.00 after departure.

8.5. Smoking is prohibited in closed rooms within all accommodation facilities.

AR shall be entitled to extraordinary termination of the accommodation contract in accordance with clause 8.1 and to charge special cleaning costs of at least € 200.00 after the client's departure in the event of any violations by the client.

9. Cancellation by AR

9.1. AR can terminate the accommodation contract after the start of occupancy without observing a period of notice if the client, notwithstanding a warning from AR or the management of the accommodation establishment - continues to violate the site regulations or house rules

- persistently disturbs the peace of the house, other clients, the accommodation management or other third parties,
- jeopardises the safety of the accommodation, its facilities, other clients or the accommodation management;

- in the event of willful or negligent damage to or improper use of the inventory as well as facilities or equipment of the accommodation establishment, including the outdoor grounds and plantings therein or facilities such as swimming pools, laundry, dish washing and toilet facilities, etc.

- if he/she behaves in any other way in breach of the contract to such an extent that the immediate termination of the contract is justified.

- A warning prior to termination without notice is not required if the client's breach of duty is so serious that, in particular in the interest of the other clients and safety (in this respect also in the case of the commission of criminal offences), immediate termination is also justified taking into account the interests of the client.

- AR may terminate the contract before the start of occupancy if the client is objectively and specifically expected to behave in a way that would justify termination in accordance with clause 8.1.

- AR may cancel the contract before the start of occupancy or after the start of occupancy if the client has provided false or misleading information about him/herself, about the reason for and purpose of the booking or about other circumstances material to the contract, if AR would have been entitled to refuse the booking for factual reasons and within the scope of the statutory provisions if it had known the true circumstances.

- If AR cancels or withdraws, AR retains the claim to the full rental price; however, it must take into account the value of the saved expenses as well as the advantages it gains from using the unused service in another way. The provisions in sections 6.3 to 6.5 apply accordingly.

- AR may terminate the accommodation contract if the performance of the contract and in particular the client's stay is frustrated, considerably impeded, endangered or impaired for objective reasons for which AR is not responsible, in particular damage caused by natural forces, official requirements or closures, natural events, illnesses, epidemics or other reasons of force majeure. AR is obliged to inform the client immediately after gaining knowledge of the circumstances justifying the termination and to declare the termination. Any payments made by the client will be refunded immediately. Further claims of the client are excluded.

10. Limitation of Liability

10.1. AR shall be liable without limitation,

- if and to the extent that any damages result from the breach of an essential obligation, the fulfillment of which is a prerequisite for the proper performance of the contract or the breach of which jeopardises the purpose of the contract.

- if and to the extent that any damages result from injury to life, body or health.

In all other respects, the liability of AR is limited to damages caused by AR or its vicarious agents intentionally or through gross negligence.

10.2. AR's potential liability pursuant to sections 701 and subsequent sections of the German Civil Code in relation to damages caused to objects bought along by a client to the accommodation facility remains unaffected by this provision.

10.3. AR shall not be liable deficiencies or defaults in relation to services which are recognisably provided by third party providers during the client's stay and which have merely been (recognisably) facilitated by AR to the client on behalf of a third party (e.g. excursions, entrance tickets, transport services, sports events, theater performances, exhibitions etc.). The same applies in relation to third party services which have been facilitated by AR on behalf of a third party already on the occasion of the client's booking, provided that such services have been explicitly indicated as third party services.

11. Special regulations in connection with pandemics (in particular the Corona virus)

11.1. The parties agree that the agreed services will always be provided by the respective AR in compliance with and in accordance with the official regulations and requirements applicable at the respective time of accommodation.

11.2. The client agrees to observe reasonable usage regulations or restrictions of AR and ARs when using services and to notify AR immediately in the event of typical symptoms of illness occurring.

11.3. The above provisions under this clause shall not affect any warranty rights of the client, in particular under section 536 of the German Civil Code.

12. Alternative Settlement of Disputes; Jurisdiction and Applicable Law

12.1. With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung) AR points out that at the time of printing these conditions, material elements of such law had not been enacted. AR does not participate currently in any such voluntary settlement programme. In the event that the participation in such a programme became obligatory in the further course after printing and publishing these terms and conditions, AR will duly inform its clients accordingly. In relation to all contractual relationships concluded electronically, AR makes reference herewith to the European dispute settlement platform <https://ec.europa.eu/consumers/odr/>.

12.2. The contractual relationship between AR and the client will be exclusively governed by German law. The same shall apply to all other legal relationships between the client and AR.

12.3. Law suits by a client against AR shall be brought before the court of competent jurisdiction at AR's registered offices.

12.4. Law suits by AR against a client shall in general be brought before the court of competent jurisdiction at the client's domicile. Law suits against clients who are merchants in accordance with the German Commercial Code or legal persons of civil or public law who have their domicile or registered business address abroad or whose usual place of stay is either abroad in a foreign country or unknown at the time when the law suit is brought, the parties agree that such law suits shall be brought before the court of competent jurisdiction at AR's registered offices.

12.5. The above provisions shall not apply if and as far as provisions of the European Union or international law apply which cannot be waived.

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