

General agency and rental conditions

As per: 02. April 2012

Dear customers,

Specific agreements related to the reciprocal rights and obligations contribute to the success of your holiday. We would like to conclude such agreements with you in the form of the following terms and conditions for the procurement of private holiday properties by Susanne El Hagin, Ludwigstrasse 17a, 70176 Stuttgart, Germany ("www.sommerferienhaus.com") – hereinafter referred to as intermediating agent – which regulate the relation between you and the intermediating agent. Please therefore read through the terms and conditions carefully, as these terms and conditions will constitute the content of the agreement concluded between you and the intermediating agent, insofar as they are effectively agreed upon by your booking.

For purposes of simplification, we use the standard term "holiday property" below to refer to all of the various holiday structures offered by Susanne El Hagin on the website "www.sommerferienhaus.com".

1. General terms

- 1.1 Susanne El Hagin functions merely as an intermediating agent between the customers and the holiday property owners or travel agencies that let the holiday properties (hereinafter referred to as property owner) and acts by order and account of the property owner.
- 1.2. The intermediating agent is authorised to conclude the rental agreement on behalf of the property owner. This includes legal acts as to the alteration, arrangement and termination of the tenancy (including the collection of the rent, administration of the deposit, termination / withdrawal and increase / reduction of the rent.

2. Conclusion of the agreement

- 2.1. By completing and signing the booking form, which has to be sent by fax to the intermediating agent, the customer submits a binding offer to conclude an agreement for the procurement and the handing over of a holiday property which shall be subject to the terms and conditions stated herein.
- 2.2. All fellow travellers must be listed on the booking form (including children, babies and visitors who stay overnight). The customer shall assume liability for all of his fellow travellers' contractual obligations for whom he is undertaking the booking as well as for his own contractual obligations.
- 2.3. The agreement shall come into being as soon as the customer receives the intermediating agent's booking and reservation confirmation, sent via e-mail or fax to the customer.
- 2.4. Should the contents of the intermediating agent's confirmation differ from those of the reservation, a new offer by the intermediating agent is available to which the intermediating agent shall be bound for a period of 10 days. The agreement shall come into existence on the basis of this new offer, if the customer accepts the offer by means of express declaration, advance payment, payment of the total price or the occupancy of the holiday property.

3. Obligation to perform

- 3.1. The intermediating agent's contractual obligation consists in handing over the booked holiday property in accordance with the description on the meditating agent's website, in accordance with all of the information and explanations given on the intermediary agency's website, as well as in accordance with further information and details that may be provided in the booking confirmation. Special requests will be met as far as possible but will only become part of the agreement upon written confirmation by the intermediating agent.
- 3.2. All circumstances not directly connected with the holiday property and contractual services, in particular the area surrounding the holiday property, as well as snow conditions, conditions at the beach and in the locality where the holiday property is situated, shall be excluded from and shall not include the intermediating agent's obligation to perform except, insofar as in this respect duties to warn, to provide information and duties of care exist on the intermediating agent's part and were culpably violated.
- 3.3 Only the number of persons indicated on the website "www.sommerferienhaus.com" may occupy the holiday property and may not exceed the maximum number of persons allowed to occupy a holiday property. Exceptions are only possible if separately agreed with the intermediating agent and approved in writing. Should more than the number of persons allowed occupy the holiday property without prior written notice of the customer and without the intermediating agent's written consent, the intermediating agent and the property owner reserve the right not to hand over the holiday property even after the customer's arrival.

- 3.4. If, in accordance with sub-paragraph 3.3, the case should arise, the complete payment of the booked holiday property will be withheld or has to be effected at the destination nonetheless.
- 3.5. Together with the booking and reservation confirmation, the customer shall receive Name and telephone number of the owner of the booked holiday property and upon completion of payment a description on how to get to the booked holiday property. Arrival and departure have to be organized by the customer and are at the customer's own responsibility. It is the customer's own responsibility to comply with the regulations necessary for the journey, in particular regulations related to passport, visa, health and customs regulations.

4. Terms of payment

- 4.1. Following receipt of the booking and reservation confirmation by the customer which is deemed the invoice, an initial payment shall be due within 3 working days. It shall be paid to the following bank account: account number (Konto-Nr.) 890574700, bank code number (BLZ) 60070024 with the Deutsche Bank (IBAN: DE48 6007 0024 0890 5747 00, BIC: DEUTDEDBSTG), payee: Susanne El Hagin.
The initial payment amount is determined as follows:
- a) For Holiday properties with a rental price starting from 3500 € per week or more and for properties asking for a 50 % initial payment specifically indicated in the online description an initial payment of 50 % of the overall price is required
 - b) For all other Holiday properties an initial payment of 25% of the overall price is required
- 4.2. If the customer does not effect the initial payment after receipt of the booking and reservation confirmation within 3 working days and if there is no fax confirmation proving the customer's transfer, the intermediating agent shall be entitled, after issuing a demand for payment with a set deadline, to withdraw from the agreement and to charge the customer the general costs of withdrawal in accordance with sub-paragraph 5.1. below.
- 4.3. The remaining payment shall be transferred unsolicited to the banking account specified above within 8 weeks after the booking, but utmost 90 days prior to arrival. If the holiday property is booked less than 90 days in advance before the start of the journey, the payment of the overall price shall be effected immediately at the time of booking.
- 4.4. If the customer does not effect the rest payment at least 90 days prior to arrival or the complete payment within 48 h after receipt of the booking and reservation confirmation in the case of a booking less than 90 days in advance before the start of the journey and if there is no fax confirmation proving the customer's transfer, the intermediating agent shall be entitled, after issuing a demand for payment with a set deadline, to withdraw from the agreement and to charge the customer the general costs of withdrawal in accordance with sub-paragraph 5.1. below.
- 4.5. Any and all bank charges that may arise due to payments effected from other countries than Germany shall be borne by the customer.
- 4.5. If the customer does not make use of his right to utilise the holiday property at the time agreed for the handing over without prior declaration of cancellation of the agreement to the intermediating agent, the customer is obliged to pay the rent in full. If the customer arrives later or travels home early, the customer has no right to claim reimbursement for payments already rendered. This shall also apply in the event that the customer does not make use of his right to utilise the holiday property or uses the holiday property for a shorter time than agreed, due to reasons not caused by the customer's negligence, like sickness or problems when entering the country, or for any other reason whatsoever.
- 4.6. The check-in times at the holiday property are normally on Saturdays between 3 p.m. and 7 p.m. and the check-out on Saturdays by 10 p.m.. If the customer's arrival or departure differs from the time stated above, the customer is obliged to inform the intermediating agent or the property owner at the destination in either case in due time. If he fails to do so, the intermediating agent or other persons stated in the booking and reservation confirmation can not be held responsible to hand over the holiday property to the customer on this day. Further detailed information or exceptions from the regular check-in and check-out times on the booked holiday property is to be found in the booking and reservation confirmation.
- 4.7. If the customer arrives later than 8 p.m. the property owner is not obliged to hand over the holiday property to the customer on this day. Customers arriving later than 8 p.m. have to find an accommodation by themselves and at their own expense.
- 4.8. When the holiday property is handed over, the customer must pay the property owner or its representative at the destination a deposit in cash. The deposit will be repaid on the day of departure, insofar as there is no damage to the furnishings, furniture, the house or apartment and the pool and the holiday property has been left in a clean and orderly condition. The deposit amount and the final cleaning costs not included in the total price,

as well as any other optional costs not included in the total price (incidental costs), for example, heating expenses or costs for bed linen etc., can be seen from the price lists of each property. The detailed statement of the incidental costs will be settled directly between the customer and the property owner or its representative at the destination and its amount depends on the customer's consumption. Even if final cleaning costs are included in the rental price, the customer may have to pay further cleaning costs when departing if necessary.

5. Withdrawal on the part of the customer and damages

5.1. The customer may withdraw from the agreement at any time before he occupies the holiday property. The customer must inform the intermediating agent of such withdrawal from the agreement in writing via e-mail or fax. For the precautionary arrangements made and the expenses incurred, as well as for any other likely and possible occupation of the property, the intermediating agent may charge a lump sum. The compensation is calculated in the following manner following the customer's declaration of withdrawal:

- a) For withdrawal up to 91 days before the property is due to be occupied:
40 % of the total price for Holiday properties with a rental price starting from 3500 € per week or more and for properties asking for a 50 % initial payment specifically indicated in the online description. 25 % of the total price for all other Holiday properties.
- b) For withdrawal from 89 days up to 60 days before the property is due to be occupied:
50 % of the total price for all Holiday properties.
- c) For withdrawal from 59 days up to 30 days before the property is due to be occupied:
70 % of the total price for all Holiday properties.
- d) For withdrawal less than 30 days before the property is due to be occupied: 100 % for all Holiday properties.

Receipt of cancellation in written form by the intermediating agent is decisive for the above-mentioned time periods. The customer retains the right, however, to prove that no such costs accrued at all to the intermediating agent, or that the accrued costs are far less than the asserted lump sum.

- 5.2. Withdrawal from or cancellation of the agreement after the holiday property has been handed over shall be excluded with result that the customer is obliged to pay in full even if the customer does not make use of his right to utilise the holiday property. Any further claims to repayment of deposits effected by the customer in advance shall be excluded.
- 5.3. The claims of the intermediating agent shall become invalid if the customer provides an adequate replacement tenant in accordance with the legal provisions. In this case, the intermediating agent and as far as stipulated in the booking confirmation, also the tour operator have to be informed immediately via fax. They must also be informed about the new tenant's personal data (first name, surname, address, sex, date of birth and nationality). For any additional costs arising due to the change of tenants the intermediating agent, is entitled to charge an administrative lump sum of 100,-€.
- 5.4. The conclusion of travel cancellation insurance is strongly recommended.

6. Liability

- 6.1 The intermediating agent's contractual liability for damage that does not constitute damage to persons, is limited to three times the price of the procured service, i.e. the sum is limited to three times the amount of the total price, insofar as damage to the customer was not caused by the Intermediating agent's gross negligence or intentional acts.
- 6.2 The intermediating agent as well as the property owner shall not be liable for any accidents to the customer or to other individuals that have been registered as members of his party on the holiday property or on the premises belonging to the holiday property as far as they are not caused by the agent or property owner's gross negligence or intentional acts. They also cannot be held liable for any damage to the customer or to other individuals registered as members of his party caused by the improper use of the holiday property or furnishings, or by use contrary to the regulations.
- 6.3 The customer shall be held liable for any damage to the holiday property that he or one of the individuals in his party has caused.
- 6.4 The property owner is liable for the quality of the holiday property that was promised on the website "www.sommerferienhaus.com". However, the property owner and the intermediating agent shall have the right to change information on the website "www.sommerferienhaus.com", until the time that the agreement has

been concluded. No responsibility shall be taken for any indications of distance given on the website as they are merely estimates.

- 6.5 The intermediating agent shall not be held liable for any errors of consultancy caused by the property owner's incorrect information with regard to the holiday property.
- 6.6 Liability for occasional breakdowns or faults of the water supply and/or the provision of electricity, as well as for the operational readiness of electrical appliances free from interference as well as the equipment and facilities, for instance, heating, air conditioning, swimming pool etc. shall be excluded. Moreover, any liability for impairment of performance in connection with third parties not directly connected with the holiday property and the contractual services shall also be excluded.
- 6.7 Neither the intermediating agent nor the property owner can be held liable for any damage, accidents or illness caused by a domestic animal that has been brought along by the customer. They are also not obliged to take precautions in order to guarantee the domestic animal's security. Even if the description of the holiday property mentions a fence around the holiday property, this is not to be understood as an insurmountable barrier or that the fence is built in order to prevent the domestic animal from leaving the holiday property. It is taken for granted that the domestic animal that is brought along is insured and that particularly the owners of dogs are aware of the fact that the Italian Ministry of Health laid down special regulations for certain breeds of dogs in 2003. These regulations must be adhered to by the owners of such dogs.
- 6.8 Any liability for consequences resulting from strikes, military operations, revolutions, natural catastrophes and acts of God shall be excluded.

7. Warranty, customer's duties and obligations, termination and preclusive period

- 7.1 Only the individuals indicated in the agreement, including children and visitors who stay overnight, may occupy the holiday property. The number of persons occupying the property must not under any circumstances exceed the admissible maximum number of persons stated in the property's description. Should more than this number occupy the property, also temporarily, the intermediating agent is entitled to request additional, appropriate remuneration for the period during which the unauthorized number of persons occupy the property. The intermediating agent's right to terminate the agreement shall not be affected by this.
- 7.2 The customer and individuals registered as members of his party are obliged to treat the holiday property carefully. At the time of departure, the holiday property as well as the furnishings, especially the kitchen unit and dishes have to be handed over in a clean condition, tidied up and well-swept.
- 7.3 Domestic animals are only allowed to be brought along with prior written consent, even if the description of the holiday property generally allows bringing along domestic animals. The customer is obliged to inform the intermediating agent in writing of the number, breed and size.
- 7.4 If, despite a letter of admonition from the intermediating agent or the property owner or a representative of the property owner on location, the customer persistently violates the agreement during occupancy of the holiday property or behaves in such manner that immediate termination of the agreement is justified, the intermediating agent or the property owner expressly authorised by the intermediating agent may terminate the agreement without prior notice. This applies in particular if occupancy of the property in violation of the agreement, in particular occupancy by more than the agreed number of persons, continues despite a letter of admonition. Particularly also if the house rules are being infringed or peace within the house is being significantly disrupted or if the subject matter of the agreement is considerably damaged through gross negligence or intention. If the intermediating agent terminates the agreement without notice in such a case, the intermediating agent shall retain the right to payment of the full price.
- 7.5 If defective performance occurs, the customer is obliged according to the statutory provisions, to do his utmost to contribute to a remedy of the defect and to keep any damage as slight as possible. If the customer notices defects of the holiday property he may request that they are remedied. Above all, the customer is under the legal obligation to inform the intermediating agent immediately of such defects of the holiday property. In this case, the customer is obliged to immediately contact the intermediating agent via telephone, fax or e-mail so that appropriate measures can be taken, the complaint can be inspected and the defective performance can be remedied or a replacement offered. A notice of defect directed at the property owner or the property owner's representative at the destination is not sufficient. The property owner or his representatives at the destination are also not entitled to recognise claims or to make or accept any legally binding declarations – with the exception of sub-paragraph 7.4.
- 7.6 If the customer fails culpably to inform the intermediating agent immediately of such defect of the holiday property, the customer shall not be entitled to assert any claims in this respect. This shall not apply if the customer has failed to make notification of the complaint through no fault of his own.

- 7.7 The customer is under obligation to prove that a notice of defect has been made in due time and that the alleged defect exists.
- 7.8 It is the intermediating agent's obligation to remedy the reported defects within a reasonable period of time, as far as it is possible and does not require disproportionate expenditure, whereby corrective measures must be undertaken according to local standards.
- 7.9 The intermediating agent is entitled to remedy the defect by rendering equal or higher standard substitute performance in the event that the booked holiday property cannot be occupied for reasons not caused by the intermediating agent. If this is impossible, the customer shall be entitled to claim damages.
- 7.10 If the established defect is a serious defect for which the intermediating agent is contractually responsible, the customer shall be entitled to terminate the agreement pursuant to sec.651e, German Civil Code (BGB). In general, it is assumed that this cancellation includes a fixed deadline apart from notification of the defect with the demand to remedy, and that the intermediating agent has failed to provide a remedy within the given period of time. The setting of a deadline is not necessary if the remedy is impossible or has been refused by the intermediating agent or immediate termination is justified by a customer's special interest.
- 7.11 The customer may only assert claims due to defects in performance of the agreement vis-à-vis the intermediating agent within one month starting from the end of occupancy set out in the agreement. After expiry of the time limit, claims may only be asserted if the customer has been prevented from complying with the time limit due to no fault of his own, and then only within 4 weeks after the reason for the impediment has ceased to exist.
- 7.12 Any contractual claims pursuant to sub-paragraph 7.11 may only be asserted if the contractual obligation owed by the intermediating agent has not been fulfilled or the substituted performance accepted by the customer has not been carried out, if the customer immediately informed the intermediating agent about the defect and if a sufficient remedy has not been found.

8. Limitation period, place of jurisdiction and other terms

- 8.1 The claims of the customer vis-à-vis the intermediating agent, regardless of the legal ground, –other than claims due to tortuous acts– shall be subject to a limitation period of one year from the end of occupancy set out in the agreement. This also and particularly applies to claims resulting from breach of duties prior to or after agreement conclusion or accessory duties resulting from the agreement. Sec.651g, paragraph 2, German Civil Code (BGB) shall also apply in completion and its validity shall not be affected by the foregoing provision. If negotiations are in progress between the customer and the intermediating agent in relation to a claim or the circumstances constituting the claim, the period of limitation shall be suspended until the customer or the intermediating agent refuses to continue negotiations. The limitation period shall begin no earlier than 3 months after suspension has ended.
- 8.2 An assignment to third parties – to spouses as well - of any and all of the customer's claims on the occasion of the journey in connection with the agreement or its execution, regardless of the legal grounds, shall be excluded. Legal assertion of these claims in one's own name shall also be excluded.
- 8.3 The customer is not entitled to set off his own counterclaims against agreed payments due by him, unless the counterclaim is not contested or has been declared final and non-appealable.
- 8.4 Any supplements to this agreement have to be in writing.
- 8.5 The contractual relationship shall be subject to German law. In case of any disputes arising from the agreement against the intermediating agent, jurisdiction shall lie with the courts of Stuttgart, Germany. For any action brought by the intermediating agent against the customer, exclusive jurisdiction shall lie with the courts of Stuttgart, Germany, as far as the customer is a registered trader, a legal person under private or public law, or has no general place of jurisdiction within Germany.
- 8.6 Should any provision of this agreement be or become invalid, this shall not affect the validity of the rest of the agreement.
- 8.7 In case of any disputes arising from this agreement, the German version of the agreement shall constitute the legal basis.