

## **General Business Conditions of Focasa GdbR**

### **I. Agreement of the contract**

1. With the booking request the client offers Focasa (subsequently called FOCASA) the binding conditions of a contract. After completing the booking request and signing it the client can fax or email a scanned copy of the booking application. FOCASA will give confirmation of the booking.

After payment of the full rental costs have been received FOCASA will send out the voucher with the address of the holiday house. The client presents the voucher to the owner of the house or the nominated representative. After paying the deposit, the client is given the house keys. Together with the owner of the house or its nominated representative the meter readings for the side costs according to consumption (e.g. electricity as the case may be, heating, gas, water and telephone) should be taken upon arrival and departure.

With the booking confirmation the client also receives a security certificate which guarantees the client a direct claim against the insurer.

2. If the content of the booking confirmation varies from the content of the booking request FOCASA is bound to this offer for ten (10) days. The contract is subsequently realised if this new offer is accepted by the client within the said ten (10) days.

3. Up until the start of the rental period the client can nominate someone else to take over his/her contract with all its terms and conditions.

FOCASA can disagree to the novation of the contract by a third person if this person doesn't fit the regulations of a stay in the holiday house or his participation is opposed to legal regulations or official requirements. If a third person enters the contract, both he and the original client are liable for the fulfilment of the contract. They are co-debtors for the rental costs and the extra costs which result from the overtaking of the contract.

The extra costs are € 50,00. The client and the third person are formally allowed to prove that FOCASA didn't have as high a cost or costs at all with this novation.

### **II. Payment**

1. After completing the contract the client receives a booking confirmation and the security certificate and has to make a deposit of 25% of the total price within seven (7) days. The remainder of the payment is required to be made six (6) weeks prior to arrival (into the bank account of FOCASA) but not before the client has received a booking confirmation from FOCASA. After the total payment has been made the client receives the voucher. If the contract is completed less than forty (40) days prior to arrival at the holiday house the whole payment has to be made directly after receiving the booking confirmation. Without the entire payment the client does not have an entitlement, and no contractual obligation from FOCASA or the owner of the holiday house exists.

2. In the catalogue and in the internet the prices of the holiday houses are on a weekly base. The weekly price depends on the particular season. If the stay is longer than one week different prices may arise. Some holiday houses have the final cleaning included in the weekly price, so that different weekly prices may arise.

3. The rental price for the holiday houses is quoted in EURO.

### **III. The object of the contract**

1. The holiday houses are not owned by FOCASA. The partner agencies authorise FOCASA to act on its own behalf to sell their rental accommodations, for which they have on their own accounts.

2. The voucher contains the name and the address of the local agency as well as the address of the holiday house.

3. The holiday house may only be used for the maximum number of persons as written in the descriptions. Both, FOCASA and the owner of the house have the right to refuse admittance of any extra persons.

The arrival and departure times can be found on the voucher and on the booking confirmation.

At departure the holiday house has to be swept clean. The kitchen has to be cleaned and the bins in the house have to be emptied.

4. Electricity, heating, gas, water and telephone are side costs according to consumption and will be brought to account at the end of the stay when returning the keys; sometimes parts of these cost are included in the rent. For details see the description of the object, the booking confirmation or the voucher. In colder seasons, or in holiday houses with swimming pools and/or whirlpool and/or sauna (dependent on the intensity of usage) clients have to reckon on higher electricity costs.

5. With handing the keys to the client, he/she has to pay a deposit in the currency of the holiday country to the owner of the house or its nominated representative. This assures responsibilities like returning the keys, paying the side costs according to consumption like electricity and telephone, for compensation of damages as well as for compensation of eventually not accomplished final cleaning.

The amount of the deposit can be found in the description of the object as well as in the booking confirmation.

At the end of the renting period the client has to return the key to the responsible person as described in the voucher.

The responsible person mentioned in the voucher will check the holiday house during the departure day, before new clients arrive in the house. For damages the client is responsible will be brought to account with the deposit. If the departure is very early the deposit will be given back via bank transfer, less the costs for eventual damages from the client.

### **IV. Benefits**

1. The extent of the contractual benefits results exclusively from the description of benefits from FOCASA, which are part of the catalogue as well as the descriptions from the internet at the time of the confirmation; as well, the

parts noted in the booking confirmation. Additional agreements changing the extent of the contractual benefits need to be confirmed explicitly through FOCASA.

2. Other prospectuses about houses, ships or towns (and so on) are not binding for FOCASA.

#### **V. Modifications of the benefits**

1. Modifications or variations of single benefits from the agreed content of the contract, which become necessary after contract agreement and which FOCASA in good faith could not change are only permitted if modifications or variations are only moderate and don't affect the whole of the booked holiday habitation.

FOCASA is obligated to let the clients know immediately about all modifications or variations of benefits. In case of a considerable modification or if FOCASA has to cancel the booked holiday house the client can withdraw from the contract or instead of stepping back he may also claim to get another holiday house at least equivalent to the booked one, if FOCASA is able to provide such a holiday house from their offer without any extra costs to the client. The client has to claim this right immediately from FOCASA after the declaration of FOCASA.

2. FOCASA reserves itself the right to change the price for the rent of the holiday house in case of increasing dues for special benefits like e.g. harbour fees or modifications in the exchange rates of the related country in the following way:

a. If the costs at the time of the conclusion of the contract will be increased for FOCASA the rent of the holiday house may be accordingly and proportionately increased.

b. Changing exchange rates after the conclusion of the contract may increase the rent for the holiday house as much as the costs rise for FOCASA.

c. Increase is only permitted if the time between the agreement of the contract and the renting period is longer than four months and the circumstances leading to the increase haven't happened before the conclusion of the contract and were not predictable for FOCASA before the conclusion of the contract.

d. In case of a belated change of the rental price for the holiday house FOCASA needs to inform the client immediately. Increases of price from the 20<sup>th</sup> day before the renting period are invalid. If the price increase is more than 5 percent the client has the right to withdraw from the contract without reasons or to claim another holiday house at least equivalent to the booked one if FOCASA is able to provide such a holiday house from their offer without any extra costs to the client. The client has to claim his right immediately from FOCASA after the declaration of FOCASA.

#### **VI. Cancellation by the client**

The client may withdraw from the contract at any time until the start of the renting period if a declaration is made to FOCASA. For evidence the client is advised to put in writing the request for the cancellation of the contract. If a client withdraws from the contract or doesn't start his holiday habitation FOCASA may request compensation for the prepared holiday rentals and for any expenses incurred by FOCASA. In calculating the compensation, the expenses not incurred and the otherwise use of the benefits have to be considered. The client is allowed to find evidence that his cancellation or not starting the rental period didn't cause any or less damage for FOCASA than the lump-sum of the costs (see below). If the client cancels the contract the lump-sum for cancellation fees are usually:

- until the 60<sup>th</sup> day before arrival 20% of the price
- from the 59<sup>th</sup> day to the 35<sup>th</sup> day before arrival 50% of the price
- from the 34<sup>th</sup> day to the 1<sup>st</sup> day before arrival 80% of the price
- from the 6<sup>th</sup> day before arrival or not starting the holiday habitation 100% of the price.

For your own security FOCASA recommends to conclude an insurance for travel cancellation expenses.

#### **VII. Change of bookings**

To change a booking is only possible when the contract is cancelled under the above terms and conditions (see no. VI) and a new booking contract is concluded at the same time. Anytime the client is allowed to find evidence that the change of his booking didn't cause any or less damage for FOCASA than the costs as mentioned under Number VI.

#### **VIII. Not engaged benefits**

If a client doesn't engage all benefits for reasons beyond the control of FOCASA, the client has no right for a claim about returning parts of his payment.

#### **IX. Withdrawal or cancellation by FOCASA**

In the following cases FOCASA may cancel the contract before or after the start of the rental period:

1. Without compliance with a term

If the client or a person accompanying the client after dissuasion still treats the holiday house in a careless manner or behaves strongly contrary to the contract, the immediate cancellation of the contract is justified. In this case the whole payment of the client will be retained except the costs for saved expenses and the income made through otherwise use of the benefits not taken by the client. Potential additional costs for any, and all return transport used by the client are paid by the client.

2. Until four (4) weeks before arrival

If the appropriation of the holiday house is not possible by FOCASA because the owner or agent is unable to keep to the contract because of reasons that are unable to be predicted. This right of cancellation only applies for FOCASA if FOCASA isn't responsible for the circumstances leading to the cancellation and FOCASA can prove

that the circumstances leading to the cancellation were of no fault of their own, and, FOCASA offered the client a comparable holiday house. If the client doesn't accept the comparable alternative object FOCASA can make use of its right for cancellation. The client will get any and all monies returned.

### **3. After an admonition and a time period**

If a client doesn't follow the payment conditions (compare No. II) FOCASA will send an admonition with a time period which includes the menace of a cancellation. If the client has not fulfilled their responsibilities of payment in the said time period FOCASA is allowed to cancel the contract. In this case the terms and conditions relating to the cancellation fees (no. VI) will apply.

## **X. Cancellation of the contract due to extraordinary circumstances**

If the habitation is made considerably difficult, is put at risk, or, is impacted by acts of nature beyond control and other such extraordinary circumstances, (e.g. war, strike, lockout, oil or petrol restrictions, border closure, epidemics, natural or contamination catastrophes, and so on) the client as well as FOCASA are only able to cancel the contract according to § 651j BGB (German Civil Code). If the contract is to be cancelled FOCASA may claim compensation for already performed or still to be performed work.

## **XI. Liability/Guarantee/ Limitation of liability**

**1.** FOCASA is liable according to the obligation for care of fair traders to prepare precisely to supply the contractual service of the holiday house, the careful choice and monitoring of the holiday houses and their owners, and the correct description of all holiday houses in the catalogues. FOCASA isn't liable for details in other: housing catalogues, town descriptions, or any transport prospects because FOCASA doesn't have any influence of the content and the appearance of the said details; neither is FOCASA able to check these contents.

### **2. The Guarantee of FOCASA**

#### **a. redress**

If the holiday tenancy isn't provided as per the contract, the client may claim redress. FOCASA may reject the redress if a disproportional claim is requested. FOCASA may also attempt to provide a solution by finding alternative comparable accommodation. FOCASA may reject the redress if a disproportional claim is requested.

#### **b. diminution**

For the duration of any unfulfilled part of the contract the client may claim an adequate diminution of the rental price of the holiday house. The price of the holiday house has to be reduced by the proportion of the price of the house without deficiencies to the value of the house in the actual condition. The diminution doesn't eventuate if the client fails to claim immediately the deficiencies culpably.

#### **c. cancellation**

If the holiday abidance would be affected extensively by a deficiency and FOCASA or the local representative doesn't accord redress in an appropriate time period the client may cancel the contract according to the legal terms and conditions of the holiday house contract. For his own behalf and for the purpose of evidence the cancellation should be in a written form. The same applies if

it can't be expected of the client to start the holiday abidance which is effected by deficiencies because of an important, noticeable reason. The clauses for the time period of the redress mere don't apply if redress is impossible or refused by FOCASA or when the immediate cancellation is justified by a special interest of the client.

The client owes FOCASA the partly price for the holiday house of the used service in so far the benefits were in his concern.

#### **d. Compensation**

Apart from diminution or cancellation the client may claim compensation because of not fulfilling the contract unless the deficiencies derive from circumstances of which FOCASA isn't responsible.

### **3. Limitation of liability**

**a.** the contractual liability for damages of FOCASA, which are not physical injuries, is limited to the triple of the rent in so far the damage wasn't brought about deliberately or by careless behaviour or in so far FOCASA is responsible for the damage only because of the default of a service provider.

**b.** For all claims of compensation against FOCASA because of illegitimate activity which doesn't result from deliberately or careless behaviour FOCASA is liable for material damage until EURO 4100,00. If the triple of the rent exceeds this amount the liability for material damage is restricted to the triple of the rent of the holiday house. These maximum sums of liability apply per person and journey.

**c.** Liability of FOCASA is not given for defaults in combination with benefits which the client booked and made use of directly without the mediation of FOCASA (e.g. sport events, excursion, visits,...).

**d.** A claim of compensation against FOCASA is limited or impossible if according to international agreements or deriving laws being responsible for a service provider (e.g. the owner of the house) a claim of compensation against a service provider is only allowed under special circumstances or restrictions or impossible under special circumstances.

**e.** The client is fully responsible for the participation of sport activities or other activities. Sport grounds, machines or vehicles should be checked by the client before using. FOCASA is only liable for accidents happening at sport or other activities if the accidents was the fault of FOCASA.

## **XII. Case of illness**

**1.** The clients has to pay for costs resulting from illness during the holiday abidance. Also the costs for eventual needed special home transport of the client has to be paid by the client.

**2.** For your own security FOCASA recommends to conclude a travel cancellation expenses insurance and a travel health insurance.

### **XIII. Passport, visa, currency and health regulations**

FOCASA vouches to inform the citizens of the state in which the travel is offered, about passport, visa and health regulations as well as eventual modifications before the start of the journey.

For citizens of other states the responsible consulate gives information.

If the client asked FOCASA to provide needed visas from the responsible agencies FOCASA isn't liable for the issue and access through the diplomatic agency unless the deceleration is within the responsibility of FOCASA.

The traveller is responsible for the compliance with all regulations for the journey. All disadvantages, especially the payment of cancellation fees, which result from non-compliance of laws and regulations the client is liable for unless disinformation or non-information of FOCASA was causing the problem.

### **XIV. Addresses and conditions**

1. The address of FOCASA is: An der Mühle 1a, 85416 Langenbach - Germany .

2. Name and address of the insolvency insurance (see security certificate) is:  
R+V Allgemeine Versicherung AG, Taunusstrasse 1, 65193 Wiesbaden, Germany.

3. Name and address of the liability insurance is:

Generali Versicherung AG, Adenauerring 7, 81737 München, Germany.

4. If any problems occur during the stay the client should firstly contact immediately the responsible person/agency as written in the voucher or FOCASA.

5. If any problems or service interferences occur according to the legal terms and conditions the client is obligated to avoid or keep eventual damages low. The client is especially obligated to inform FOCASA through the local agency mentioned on the voucher about his complaints and problems. Also the client is allowed to appoint an appropriate time limit for redress, in case redress isn't impossible or isn't refused by FOCASA or in case the immediate cancellation is justified by a special interest of the client. If the client fails to report a deficiency culpably his claim for diminution doesn't exist.

6. Claims for not fulfilled journeys in the sense of the contract (contractual claims) have to be made within one month after the departure from the holiday house as mentioned in the contract against FOCASA under the following address:

FOCASA, An der Mühle 1a, 85416 Langenbach - Germany .

After the time period the client can still make claims if he was hindered to react in the time period without any guilt.

7. Claims of clients become time-barred after one year according to §§ 651c – 651f BGB (German Civil Code). The limitation of claim starts with the day of the contractual departure. Open hearings about claims or circumstances leading to claims inhibit the limitation of claim until FOCASA or the client refuses the continuation of the hearing. The limitation of claim starts not before 3 months after the inhibit.

### **XV. Insurances**

According to the legal regulations FOCASA sends the client together with the booking confirmation a security certificate. This certificate insures the client against insolvency of FOCASA.

Commercial third party liability insurance for its clients.

The insurance sum is per event of damage:

Lump-sum for damage to persons and property 5.000.000 Euro

Limitation for single person 1.000.000 Euro

The maximum indemnity for all events of damage is double of these insurance sums.

For your own security FOCASA recommends to conclude an insurance for travel cancellation expense and a travel health insurance.

### **XVI. Nullity of single terms**

Nullity of single terms doesn't lead to nullity of the whole business conditions or the whole contract.

### **XVII. Prohibition of charging**

The client doesn't have the right to demand charging on the agreed price of the claims. This excludes indisputable as well as legally asserted allowances.

### **XVIII. Prohibition of assignment of claims**

An assignment of any claims of the client with reasons of a holiday abidance to a third party, as well as spouses, is prohibited.