

General Terms and Conditions

These terms and agreements apply to the concluded lease contracts for holiday accommodations between **property landlords (hereinafter referred to as: „service provider“)** and **customers (hereinafter referred to as: „customer“)** mediated through the **Best of Croatia e.K.** – Accommodation Agency, Comeniusstr. 24, 60389 Frankfurt am Main (hereinafter referred to as: „agent“, „BOC“, „we“).

These terms and conditions regulate the contractual relationship between the customer and the BOC. BOC operates solely as an intermediary between the customer and the service provider. BOC makes it explicitly clear to customers and all participants that all lease contracts are exclusively concluded with the respective service provider named in the contract, and under the effective participation of additional business and rental terms and conditions.

§ 1 Content and Scope

1.1. The agent has established contact with numerous service providers (private renters, hotels and local holiday accommodation agents), that offer holiday accommodations. As the intermediary between contacts, the agent exclusively works in the name on the behalf of the customers and makes the conducting of contracts between the service provider and the customer possible.

1.2. The rights and obligations of BOC result from the agency terms and conditions and any additional contractual agreements as well as, alternatively, from the legal requirements stated in §§ 675, 631 ff. BGB (conducting business against payment).

1.3. The rights and obligations of the customer with respect to the service provider exclusively apply to this agreed upon contract arrangement as well as the statutory provisions applicable to the contract.

§ 2 Conclusion of a Contract/Booking Procedure

2.1 BOC offers a variation of booking possibilities. Bookings and inquires are only possible through the use of the respective online contact form. The respective booking options, depending on the desired object and its availability shall be displayed. The registration takes place through the applicant, even for all those travelers specified in the registration for whose contractual obligation the applicant is responsible for.

Non-binding Inquiry

2.2 In reply to a non-binding request, the customer is informed whether an object can be booked for the specified dates. The request is forwarded to the service provider.

2.3 The booking form is not fully completed by the customer for this purpose. The indication of first and last name and their e-mail address is sufficient enough.

2.4 The customer then receives a non-binding response concerning the availability of the accommodation. A confirmation of availability is not simultaneously a reservation.

Booking upon Request

2.5 When booking on request, the customer's booking request is forwarded to the service provider. For this purpose, the customer first fills out the booking form completely and accepts the

general terms and conditions, then confirms his/her request by clicking on the "Binding booking" button. This constitutes a binding contractual offer for the customer to the service provider. This does not, however, constitute a claim to the lease for the customer, but he/she is bound to the contract offered for a period of two days.

2.6 The service provider has the opportunity to accept the booking within a two-day period. The customer is informed by an automatically generated e-mail about the availability of their booking object or on the acceptance of the booking by the service provider. Should the customer not receive an e-mail or a rejection of the booking order within this period, the booking order will be automatically canceled.

2.7 If the booking object is available and the service provider has accepted the booking, the e-mail will contain a request for payment for the customer. The lease hereby comes into existence, even though there is still no official confirmation at this time. With the service provider's request for payment, his/her acceptance of the offer legally binds the customer to conclude the rental contract based on the object description and prices as well as the terms of the agreement.

2.8 The customer receives an attachment in an email - (after the receipt of payment) by the intermediary within which the customer will find the legally effective conclusion of the contract and the necessary information concerning the service provider (name, contact details) and the booked object (address). The service provider also receives a confirmation email.

Direct Booking

2.9 During direct booking, the customer sends a binding booking offer to the service provider on the basis of the information about it provided online (object descriptions, rates, availability).

2.10 The customer makes a direct payment as stated in § 3 of the general terms and conditions.

2.11 BOC confirms the acceptance of the booking offer as a representative of the service provider and will forward all other booking documents to the customer.

2.12 The service provider will be informed of the conducted contract by the BOC.

2.13 The customer is required in all cases to check his/her booking documents for any discrepancies and to report these to the BOC or the service provider without delay.

§ 3 Payment

3.1 The agent is the collection representative in regards to all payments, including in respects to cancellation fees and other payments to the service provider. The amounts for the deposit and final payment result from the offer and the price is calculated on the website, request for payment and the confirmation.

3.2 Depending on the service provider and with the conclusion of a contract, a payment between 25 and 45% of the total price for the booked holiday will be charged. This is subject to the terms and conditions in the service provider's contract and is due immediately upon booking. Customers have to provide payment within 3 days. The deposit must be paid immediately for last minute bookings, those less than 14 days prior to occupancy.

3.3 The deposit is to be paid to the agent, the upon further detailed instructions, the balance is to be paid to the service provider. Generally, private landlords and agencies usually only accept

payments upon arrival. In some cases, hotels and resorts require payments several weeks in advance. More information can be found in the respective object description.

3.4 The payment of the deposit is only per credit card, wire transfer, bank transfer and PayPal. Please note that depending on the payment, additional charges may apply.

§ 4 Cancellation

4.1 The cancellation policy is applied based on those conditions of the individual service provider and differ, therefore, from provider to provider. It is up to the service provider to require a general cancellation fee in the form of a percentage of the original total price, depending on the time of cancellation.

4.2 It is the responsibility of the service provider to inform the BOC of any cancellation in written form.

4.3 The obtainment of a comprehensive travel insurance is recommended, especially travel cancellation insurance. This can be purchased via the intermediary after the booking process.

§ 5 Re-booking/Partial Cancellation

5.1 The agent accepts changes such as changes to the occupancy date, the number of travel persons and other special and change requests when possible for the service provider up to 42 days prior to occupancy.

5.2 When changing the number of guests and the occupancy date, a flat-rate re-booking fee of 20,- € will be charged. Concerning other changes, the concrete expense will be calculated and billed accordingly.

5.3 Basically, changes can only be made within the same holiday object. Transfers to other holiday objects are not possible or will require a proper cancellation of the holiday accommodation that was originally booked. A deduction of expenses incurred due to cancellation costs here is not possible, since the booking is handled by different service providers.

5.4 If the customer wishes to shorten his/her period of stay and change his/her already confirmed booking, a partial cancellation must be made.

§ 6 Services

The services which are contractually agreed upon between customer and service provider will appear in the service description in Internet and are subsequently referred to in the information in the confirmation. Special requests can only be accepted as customer wishes. The service provider will strive to fulfill requests, if possible, for special services that are not advertised on the website, such as adjacent rental units or rental units in a certain location, if possible. These will only become part of the binding contract after written confirmation.

§ 7 Accommodation Deficiencies

If the service provided by the service provider does not meet the conditions of the contract, BOC recommends getting in touch with the local service provider. It should be noted that BOC can not answer or edit complaints.

§ 8 Liability

8.1 BOC is liable to the customer for the validity of information, communication and consulting as part of its due diligence.

8.1 BOC is not liable for holiday accommodation deficiencies as well as breaches of duty from the service provider. Notice of defects must be directly communicated to the service provider.

8.2 BOC is not liable for the accuracy and completeness of the information provided by the service provider. An exception to this is liability for gross negligence or fraudulently provided information.

§ 9 Instructions for Entry Requirements

The customer is responsible for compliance when entering and leaving and visa, passport, and all health and safety provisions.

The same applies to the procurement of any necessary travel documents. In the context of the legal obligation to give information, the BOC will conscientiously provide the customer with information. It will be assumed that customers are German citizens. BOC can not accept liability for it. BOC explicitly states that the rules may be modified by the authorities at any time and recommends that customers turn to the relevant authorities, institutions and bureaus to obtain information.

§ 10 Statute of Limitation

10.1 Customer claims for personal injury compensation, which are based on a negligent breach of duty by BOC or a willful or intentional breach of duty by a legal representative or vicarious agents of BOC will come under the statute of limitation within two years.

10.2 All other claims to this contract come under the statute of limitation within a year.

§ 11 Miscellaneous

11.1 Legal disputes arising from this agency contract are subject to German law.

11.2 The owner is entitled to sue the agent only at his/her general place of jurisdiction.

11.3 Changes or additions to this agreement must be in writing. They are void if they do not satisfy this provision. This also applies to any changes of this clause.

11.4. A right of withdrawal as stated in § 355 BGB does not exist.

§ 12 Severability Clause

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Upon such determination that any provision is invalid or incapable of being enforced, the parties hereto shall pursue the valid and enforceable provisions as to conclude the economic intent of the parties. The above paragraph in this provision applies in the event that the contract proves to be incomplete.

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