

## Mediation conditions of Estrella holiday rentals GbR Taupe / Blum

Dear Customer,

the following placement conditions, if agreed, will be in the case of booking, a content of the mediation contract, which you - as "customer", and the company Estrella holiday rentals GbR Taupe / Blum, managing director Kerstin Taupe, abbreviated "ESTRELLA", conclude about the holiday rentals like apartments or chalets. "Vacationhome" or "Holidayapartments" are mentioned below as Holidaydomicile. The following conditions govern the conditions of the mediation contract, during the contractual relationship between you and the owner / landlord, mediated through the agency "ESTRELLA". The owner or lessor of the respective holidaydomicile will be named, for simplicity's sake, the "landlord". Please read these Terms carefully.

### 1. Position and performance of ESTRELLA.

- 1.1. ESTRELLA offers in the brochure or on the website, the mediation of third party services concluded by contract, for the rent of several holiday homes. ESTRELLA covers therefore only the position of mediator between the customer and the landlord. This does not apply if ESTRELLA, according to the principles of § 651a paragraph 2 BGB, seems to offer contractually provided services as their own..
- 1.2. The rights and obligations of ESTRELLA, as a mediator arise from these teaching conditions, any additional contractual agreements, as alternative from the statutory rules § 675, 631 ff BGB (provisions on the payment )
- 1.3. The rights and obligations of the customer against the owners are only applicable to this legal provisions and measures, in this agreement.
- 1.4. The following provisions regarding regulations of stay and the rights and obligations of the customer and owners, are included in these agreements via contract, mediated through ESTRELLA as the representative on behalf of the landlord.

### 2. Booking Procedure

- 2.1. The Booking can be done orally, by writing, phone, made by fax, by email, or via the Internet.
- 2.2. Upon booking, the client offers the owner of the holidayhome, the conclusion of the contract through the mediation of ESTRELLA, on the basis of the description of the holidaydomicile, supplemental information in the listing or on the Internet - in particular the general terms - as far as the customer is aware of this before booking.
- 2.3. The contract is legally binding for the customer and the landlord, mediated by ESTRELLA, concluded through written form, faxed or submitted in electronic text form of the booking confirmation. For bookings less than a week before arrival, the reservation can be done by telephone.

### 3. Payment Process

- 3.1. ESTRELLA is in charge of all payments, including cancellation fees and other payments to the landlord, and collection representative of the lessor.
- 3.2. With the conclusion of the contract (receipt of confirmation), a deposit will be required. The amount is indicated in the description of the holidaydomicile and the information in the confirmation. Unless otherwise specifically in the description or the booking confirmation stated, the deposit is 25% of the total and has to be paid within 7 days to ESTRELLA, and the deposit will be credited to the total.
- 3.3. The due date of final payment varies according to the intermediated object. It is apparent from the description of a vacation home and / or confirmation. Unless there is no special maturity scheme specified, the final payment has to be done no later than 4 weeks before the start of the holiday to the account of ESTRELLA.. Payments by check are excluded. Credit card payments are only accepted by prior agreement or if it is generally shown in the booking documents (brochures, Internet).
- 3.4. If the deposit and / or the final payment or the agreed payment has not been received by ESTRELLA within that period, although the accommodation is available and no contractual or legal right of retention of customers side is existing, ESTRELLA is entitled, to cancel the contract with exhortation after deadline in the name and on behalf of the landlord and will charge cancellation fees in accordance with paragraphs 4.2 to 4.4

- 3.5. Unless the landlord is willing and able, and no contractual or legal retention of the customer is given before arrival and no full payment upon arrival, the customer is not entitled to the move in into the property.

### 4. Cancellation by the customer, transfer, substitute

- 4.1. It is advised that there is no legal right of withdrawal from contracts of holiday rentals against landlords at home or abroad. The customer, however, at the of ESTRELLA mediated agreements will have the right of withdrawal according to the following terms. The resignation is only to be addressed to ESTRELLA as the representative of the landlord. It is strongly recommended to declare the cancellation in writing.
- 4.2. The landlord may charge, as represented by ESTRELLA in case of withdrawal, the following flat-rate cancellation, used to calculate costs and savings and in a generally, new occupancy of the holidaydomicile will be charged to the customer. This withdrawal fees are:
  - a) for a cancellation up to 90 days before departure 10% of the rental fee
  - b) with a cancellation 90-60 days before departure 25% of the rental fee
  - c) on cancellation 60-30 days before departure 50% of the rental fee
  - d) any cancellation 30-1 days before arrival 80% of the rental fee
- 4.3. It remains expressly to the customer, the reserved right to prove to the landlord or to ESTRELLA, that the actual loss incurred is much lower, as each claimed compensation. In the case of such proof the customer will only be charged for the lesser amount.
- 4.4. The landlord reserves the right, to quantify and prove the standard compensation for the actual failure against the customer.
- 4.5. In any case of cancellation, the customer is entitled to appoint his claims, in accordance with the rights and obligations, which are completed in the contract. The lessor may himself, or represented by ESTRELLA, deny the onset of another person in the contract, if that person or fellow persons who are included in the contractual agreements, do not meet contractual or other circumstances.
- 4.6. The conclusion of a trip cancellation insurance as well as a Insurance to cover repatriation costs in case of accident or disease is strongly recommended. This can be booked by ESTRELLA.
- 4.7. A contractual or statutory right to the implementation amendments under contract in the travel date, duration of the assignment, or other additional services booked essential contractual conditions (transfer) does not exist. If a transfer is possible and it is actually on the customer's request, ESTRELLA can change the existing booking, in accordance with the landlord, 90 days before arrival with a rebooking fee of 30,- EUR per change of booking. Rebooking wishes after this period can, if possible, only be carried out after withdrawal of the contract, and only above a new booking. This does not apply to booking changes which only result minor costs.

## 5. Cancellation by the landlord

If the contract execution will not be foreseeable forced, or majeure seriously impeded, endangered or affected, then the customer will be immediately informed, to get the opportunity to remedy the situation. The landlord, who will be represented by ESTRELLA, will terminate the contract. For this case, the appropriate application of the provisions of § 651 j Civil Code of the Federal Republic of Germany and the Provisions referred to in that provision, will be agreed.

This right of termination in accordance with applicable due to higher violence is related exclusively to matters which justify a contractual transfer of the holiday residence or the immediate surroundings of the holiday residence (forest fires in the immediate surroundings, roadblocks, closures due to of disease or environmental events) in terms of a significant hindrance, endangerment or impairment which complicate the stay. Arrival obstacles, especially for flight delays, do not affect the contract with the landlord.

- 5.1. The landlord, his local agent, or ESTRELLA as their representative, can cancel the contract at the beginning of the occupancy, if the customer and / or his passengers, are disturbing the performance of a contract term, despite Previous warnings, or if they act in breach of contract to such an extent, that the immediate abolition of the contract is justified. This is particularly true in the case of an intentional or grossly negligent damage on the holidayhome, inventory and a culpable violation of the specific responsibilities for point 11 of these conditions. If the contract is terminated, it reserves the right of the landlord's claim on the total price; However, the landlord must deduct the value of expenses and any benefits, which he obtains from a cross-assignment of the holidaydomicile.

## 6. Unused services

- 6.1. If the customer is taking claim of contractual services, particularly due to late arrival and / or early departure due to illness or for other reasons, or for reasons, which are not accepted by the landlord or ESTRELLA, there is no requirement of the customers rata refund.
- 6.2. The landlord has to refund the customer with the amounts, he obtained from a cross-assignment of the holidayhome.
- 6.3. The customer is informed, that by an involuntary termination of the stay, these resulting costs can be covered only by a special trip cancellation insurance. It will not be covered by an ordinary trip cancellation insurance. Such a trip cancellation insurance is not included in the price of the holiday home. The conclusion is recommended.

## 7. Deposit

- 7.1. The landlord is entitled after signing the contract, upon moving in or by the handover of the keys, (where, for instance on late arrival or key escrow is not possible, even later) to require a security deposit, insofar as these is required in the description of the holiday home and / or confirmation.
- 7.2. The bail money is exclusively paid from the customer to the landlord. ESTRELLA takes any responsibility for settlement or repayment of the deposit ..
- 7.3. The deposit is to cover costs such as electricity, water, heating, firewood, the cost of cleaning and costs of other, local used fringe benefits.
- 7.4. If the holiday home and / or its facilities assign damages at departure of the customer, where there are reasonable causes, that these are the responsibility of the customer or travel companions, the lessor is entitled to cover the damage through the withhold of the of the deposit to cover the likely costs.
- 7.5. The landlord issues a statement of the security deposit upon departure, pays back the deposit amount to be refunded and / or does claime deductions of additional costs. The customer remains with all rights reserved, in the event of such withholding, to claim the amount to which the deduction is based.

## 8. Entry requirements

- 8.1. Sufficient for german or english citizens in spain, is a valid ID card, or the child's ID card (no replacement cards!).
- 8.2. Responsible about the foreign customers provisions, and further informations and help is the domestic mission or the according consulate. Without the express agreement in this regard, ESTRELLA has no duty to inquire and / or reference to entry requirements for non-EU citizenz, stateless persons or persons with comparable state.

## 9. Obligations of the Customer, ESTRELLA and the Landlord, cancelations done by the customer

- 9.1. Shortcomings from the agency ESTRELLA against the costumer have to be immediately reported by the customer, to give ESTRELLA the opportunity to remedy the situation. If no report is done at fault, any customer claims will be accepted, where ESTRELLA would have been able to provide the right remedy.
- 9.2. Shortcomings of the holiday home itself, its institutions or other defects or faults, have to be reported immediately from the customer to ESTRELLA, to the landlord himself. If no report is done immediately, no customer claims against the landlord will be accepted after, when the landlord would have been able to fix the deficiency or the breakdown or would be able to supply another equivalent holiday home.
- 9.3 This is tto avoid cons of the customer, regarding the evidence if its his fault or not his fault and to regulate the amount of damage. It is strongly recommended as if such damage occurs, or if they are subsequently determined, that they are reported to the landlord or his purpose designated representative immediately, even if if the client has not self-inflicted such damage, and even if they are not disturbing for him.
- 9.4. If the residence in the vacation home is affected by a deficiency or a disorder, for which the landlord is liable because of the contract, the customer may cancel the contract with the landlord. The same takes place if it the continuation of the stay is obviously not suitable and proved by ESTRELLA. The termination is only permissible if the landlord or his representatives left time elapse, without offering help. The provision of a period is not required if a remedy is impossible or refused by the landlord or his agent, or if the immediate termination of the contract is intended for a special interest of the customer.

## 10. Liability

The contractual liability of ESTRELLA, as mediator of the contract is, for any damages caused to the customer, who are not physical damage, the tripple value of the service arranged has to be refunded, when it is proved, that the harm to the customer, caused by ESTRELLA neither was caused intentionally or through gross negligence. Or if ESTRELLA was responsible for that loss, solely due to the fault of another agent.

## 11. Obligations of the landlord or holiday home provider

- The holiday home can only be occupied by the persons previously booked and enumerated in the contract. In the event of overcrowding, the owner is entitled to demand an additional reasonable compensation for the period of overcrowding, and the excess persons have to immediately leave the property.
- 11.2. The admission of visitors of the customers is limited to the period of 24 hours and a maximum of one night. A longer-term intake of guests requires the prior consent of the landlord and may cause a payment of an additional remuneration by the customer.
  - 11.3. Without the express consent of the landlord, a change of occupancy is not allowed, which means a change or a succession of people who actually live in the holiday home with respect to individuals. In the case of a contractually non-complaint, the landlord is entitled to request an additional remuneration.
  - 11.4. The set up of tents, caravans, etc. is not allowed on the property.
  - 11.5. The customer agrees at the same time also for his fellow passengers and in their representation, to treat the holiday home and its facilities with care and to report all damages and defects during the occupation period immediately to the landlord.
  - 11.6. Premises, facilities or land related to the holiday home, which are not listed in the description of the holiday home or appropriate local places which are not contractually included in the services, the customer and his fellow travelers are not entitled to enter these locations.

- 11.7. The customer is obligated to leave the house on departure cleared and tidy. The cleaning includes: to fix the kitchen, to vacuum the floors, to sweep and damp mop, to cleaning the sanitation facilities, dusting, clean mirrors and back walls, take out sand and other "foreign objects" from bed and sofa. Rest of food has to be taken along. The refrigerator must be defrosted and be opened. In some houses, the final cleaning (wiping the kitchen facilities, washing the dishes, kitchen items and equipment must always be done by the client himself) can be done by the landlord with an additional payment. If the holiday home is not properly cleaned, the landlord is entitled to deduct the costs from the deposit.
- 11.8. Pets are only allowed if:
- it is provided in the description of the object
  - truthful information was provided regarding the species, breed and size
  - in the confirmation the explicit commitment was given
  - and the animals are housebroken and well-educated and the information given in the booking does match the truth.
- Beds and sofas are reserved for human beings.

## 12. Limitation period for claims under the agency contract. Limitation

- 12.1. All claims against ESTRELLA as stated in the mediation contract, for whatever legal reason, the customer has to communicate them to ESTRELLA, within one month after the last day of stay. Entitlements, which miss the deadline will only count, if the timely assertion of fault has been done without guilt of the customer.
- 12.2. Customer claims arising from the agency agreement, on the loss of life, limb or health and if these are based on contractual claims, including pain and suffering, through the negligent breach of duty of ESTRELLA or intentional or negligent breach of duty by a statutory Representative or employee of ESTRELLA, expire in two years. This is true also for other claims to compensate damage, caused by a grossly negligent breach of duty by ESTRELLA or a willful or grossly negligent breach of duty of a statutory representative or employee of ESTRELLA.
- 12.3. All other claims arising from the brokerage agreement shall be barred after one year.
- 12.4. The limitation in point 12.2 and 12.3 begins with the End of the calendar year, which has arisen in which the claim of the customer has been submitted and ESTRELLA as claim defendant had knowledge or would have attained without gross negligence.
- 12.5. If there are pending claims between the customer and negotiations of ESTRELLA on the claim, or the circumstances justifying the claim, the limitation shall be suspended until the customer or ESTRELLA refuse to continue any negotiations. The statute of limitations occurs earliest three months after the suspension ends.

## 13. Law and Jurisdiction

- (1) On the whole legal relationship and contractual relationship concerning the mediator's activity between the customer and Estrella Feriendomizile GbR Taupe/Blum exclusively German right finds use.
- (2) The customer can sue complaints with regard to contractual or legal claims against Estrella Feriendomizile GbR Taupe/Blum from the mediation relation and the mediation contract only in his seat.
- (3) For complaints of Estrella Feriendomizile GbR Taupe/Blum against the customer from the mediation relation and the mediation contract the residence of the customer is authoritative. For complaints Estrella Feriendomizile GbR Taupe/Blum from the mediation relation and the mediation contract against customers which are businessmen, legal entities of the public or private right or people who have your residence or usual place of residence abroad or whose residence or usual stay is not known at the time of the complaint elevation the seat is agreed as a legal venue by Estrella Feriendomizile GbR Taupe/Blum.
- (4) The preceding regulations are not valid,
  - a) if and in this respect itself from by contract not regulations of international agreements or European-juridical regulations which are to be applied to the mediation contract between the customer and Estrella Feriendomizile GbR Taupe/Blum something proves in deres in favour of the customer or
  - b) if and in this respect on the travel mediation contract applicable, regulations are not more favorable in the member state of the EU to which the customer belongs for the customer than the preceding regulations or the suitable German prewritings.

Important tip to the legal venue for complaints:

Dear customers,

the owners / renters provided by us try hard basically to do objections on site. Although we are active exclusively as a mediator and we do not stick with it for from you after the allocation end if necessary asserted claims to repayment of the rent price and/or compensation claims, in this case we also try hard always to exert ourselves towards the owner / renter for an obliging extrajudicial regulation.

Nevertheless, unfortunately, it sometimes goes not without judicial discussion. As far as you lodge complaint in our quality as a mediator against us, we refer to the legal choice and legal venue clause in Ziff. 13 our mediation terms.

If you should be, nevertheless, of the view to want to take up us within the scope of a complaint immediately like an organizer or a renter, follow please the following tip expressly no legal venue arrangement explains, but serves merely your information: After article. 22 of the order (EC) No. 44/2001 of the advice of the European Community about the judicial competence and the recognition and enforcement of decisions in civil things and commercial things is for such complaints for your part and the Eigen-timers/renter against you, on the other hand, the exclusive competence of the courts of the country is founded in whom the holiday's domicile lies, so of the responsible courts in (country). The applicability of the precalled regulation and with it the incompetence of a gone German court is to be checked by this German court officially. Therefore, this German court is held if necessary by law because of on account of the precalled order to reject a complaint against us, if you want to take up us as an organizer or renter, because of missing international competence.