

General Terms and Conditions of Business of HolidayCheck AG for the mediation of Travel and Other Tourist Services

Holidaycheck AG

Bahnweg 8

CH-8598 Bottighofen

CEO:

Anja Keckeisen

Commercial register / Company register number: CHE-110.298.267

VAT ID: CHE-110.298.267 MWST

E-mail: info@holidaycheck.de

Tel: +41 (0) 71 686 9000

Fax: +41 (0) 71 686 9009

On its websites and apps, HolidayCheck AG (hereinafter referred to in brief as "HolidayCheck") acts, among others, as a placement agent for third-party package tours or individual tourist services (hereinafter referred to in brief as "travel service").

For these, the following terms and conditions apply that regulate the relationship between you and HolidayCheck.

I. Owed Services/Entry into Force of the Placed Contract

1. HolidayCheck owes you the correct and careful placement of a travel service but not the placed service itself.

Our information regarding the placed travel service is based on the information from the respective tour operator or other provider of an individual tourist service and does not constitute any assurance or guarantee on the part of HolidayCheck.

2. The entry into force of the contract regarding the travel service and its content is based in particular on the general terms and conditions of the respective contractual partner for the travel service.

3. By clicking on the button "Make a binding booking", you issue a placement order, i.e. you thus commission HolidayCheck to pass a legally binding offer for the conclusion of the contract for the desired travel service to the provider of the service. HolidayCheck reserves the right to reject the placement order in order to avert damage to the provider of the placed travel service or to itself or to protect comparable interests of the provider of the placed travel service or comparable own interests. You will be informed immediately in the event of a rejection. If HolidayCheck accepts the placement order, HolidayCheck will forward the offer to the provider of the travel service. Special requests will also be forwarded to the respective provider of the travel service for checking.

Solely the provider of the travel service decides on the acceptance of your booking of a travel service or on your special request.

4. HolidayCheck urgently advises that you check the booking confirmation of the provider of the travel service immediately as an identical name can be extremely important for obtaining the service, in particular in the case of flights, without any disruption.

5. If, in exceptional cases, the placed travel service is invoiced by HolidayCheck, this will be done in the name of and on behalf of the respective provider of the travel service.

6. Saving of the contractual text. After the booking has been sent, you will receive a confirmation of reservation with the data regarding your booking to the e-mail address indicated. Please save all general terms and conditions of business that are valid for your booking in electronic form or print out the documents. If the general terms and conditions change in the meantime, the old version that is valid for you will not be saved.

II. Operating Air Carrier

If a flight is part of a contract of carriage, EU Regulation No. 2111 of 14.12.05 also obligates travel agents and placement agents of carriage contracts (in addition to tour

operators) to inform passengers before the corresponding carriage by air about the identity of the operating airline as soon as this is established.

If the operating air carrier has not yet been defined when a booking is made, the probable operating carrier must initially be indicated.

If the operating air carrier is changed after the booking has been made, the customer is to be informed immediately.

III. Payments

1. The possible means of payment (e.g. credit card, SEPA direct debit authorisation, payment on account) are listed in each case for all bookable travel services and may vary.

Regarding payment, please note the information from the respective provider of the travel service; you can also see there whether and in what amount a down payment is necessary and when this is due.

2. If, in exceptional cases, HolidayCheck takes over the collection of the price for the travel services and credit card payment or collection by SEPA direct debit authorisation are possible and selected as a payment type, you issue HolidayCheck with the explicit authorisation to collect the respectively due amounts via the credit card number or the IBAN indicated.

With the payment type "credit card", we arrange for the amount to be debited at the points in time named in the booking.

With the payment type "SEPA direct debit authorisation", we collect the invoice amount from your bank account.

By issuing the SEPA direct debit authorisation, you authorise HolidayCheck AG to collect the amounts due in each case as a result of the booking from the account indicated and also instruct your bank to pay the direct debits drawn by HolidayCheck AG on your account.

If your bank details change, please correct them immediately in your user account.

Note: You may request the reimbursement of the debited amount within eight weeks, starting with the date when it was debited. The terms and conditions agreed with your bank apply.

3. If the collection via a credit card or the SEPA direct debit authorisation is done by the respective provider of a travel service itself, HolidayCheck is authorised to forward the respective data to the latter.

IV. Changes to and Cancellation of the Booked Services

The terms and conditions and any costs for changes and cancellation are based on the general terms and conditions of the respective provider of the travel service.

Please ensure that you forward the corresponding declarations to your contractual partner via HolidayCheck AG.

HolidayCheck AG does not charge any service fees or processing fees of its own for this.

V. Insurances

Insurances are not usually included in travel services.

HolidayCheck AG recommends that you take out corresponding travel insurance, in particular travel health insurance with return transport from abroad, travel cancellation insurance and/or replacement insurance and a luggage insurance.

VI. Regulations for Passport, Visa and Health

If HolidayCheck as a tour operator provides you with information about entry and health regulations beyond the forwarding of information from the provider of the travel service, this information refers to the status for citizens of the country from which you have made the booking.

Nationals of other countries should contact the consulates responsible for them.

2. It is explicitly pointed out that there is the possibility at any time of a subsequent change to entry and health regulations.

It is best for you to follow the media so that you can prepare early on for any changes.

3. HolidayCheck recommends that you inform yourself about protection against infections and about vaccinations and other prophylactic measures in a timely manner; if necessary, the advice of a doctor should be sought with regard to thrombosis and other health risks.

General information can be obtained from public health departments, doctors experienced in travel medicine, travel medicine information services or the Federal Centre for Health Education.

4. Please ensure that all names in the passport and other ID documentation are identical to those in the booking/travel documents.

VII. Travelling with Pets

1. Please note the regulations for travelling with pets that have been valid in the EU since 29 December 2014; some of these regulations are new.

(Regulation (EU) No. 576/2013 of the European Parliament and Implementing Regulation (EU) No. 577/2013 of the Commission)

2. Usually, dogs, cats and ferrets that are susceptible to rabies must be marked by the implanting of a transponder or with a clearly legible tattoo that was made before 3 July 2011, have a valid vaccination against rabies and carry a passport (new EU pet passport) that has been correctly completed and issued (normally by the vet).

Health measures to prevent illnesses and infections other than rabies (e.g. echinococcosis) can also be taken for these species of animals.

3. HolidayCheck therefore recommends that you obtain information from your vet as a precautionary measure before commencing your trip with a pet.

VIII. Consumer Dispute Settlement Act (VSBG)

Pursuant to Section 36 VSBG, HolidayCheck AG points out that it is not willing or obligated to participate in dispute settlement proceedings before a consumer mediation body.

IX. Information regarding the Settlement of Disputes Out of Court

Pursuant to Section 36 VSBG, HolidayCheck AG points out that it is not willing or obligated to participate in dispute settlement proceedings before a consumer mediation body.

X. Restriction in Liability

With contractual or non-contractual claims, HolidayCheck is liable only for damage caused by wilful or grossly negligent actions and for damage that arises from slightly negligent breaches of such obligations that make the proper implementation of a contract existing with the respective user possible in the first place and for which the contractual partner can trust that these obligations are met (cardinal obligations).

In the latter case, liability is limited to the damage typical of such contracts and foreseeable when the contract is concluded.

The aforementioned restrictions in liability do not apply in the event of injury to life, body and health, in the scope of the Product Liability Act and in the event of explicit guarantees being given.