

Conditions for Reservations and Booking Services

1. Conditions for Booking

Dear Guest, these terms and conditions regulate the legal relationship between the guest and the hospitality provider. Please read them carefully, as your booking constitutes acceptance of these terms and conditions. The booking office acts solely as a broker for hospitality services. The contractual relationship is between the hospitality provider and the guest. The following conditions apply for booking and processing:

2. Hospitality Contracts – Rights and Duties –

When a hotel room is booked and confirmed, a hospitality contract has been entered into. No written document is necessary. Booking by telephone is sufficient. The hospitality contract obliges both parties to fulfil it, regardless of the contract's duration. A reservation in writing constitutes a *binding offer to enter into a hospitality contract with the hospitality provider* (see also paragraph 4.1).

3. Services and Price

The prices quoted are end prices. Unless otherwise stated, they include all operational costs. Supplemental agreements to provide additional services only become binding when explicitly confirmed in writing.

4. Booking and Billing

4.1. The booking is a binding offer to enter into a *hospitality contract with the hospitality provider*. Besides the booker, it also includes all other participants or guests listed in the booking. Receipt of the booking confirmation establishes a hospitality contract that is binding for both parties.

4.2. You may also book through your travel agent, who will provide expert advice and handle all the necessary paperwork. Thanks to modern electronic reservation systems, your travel agent will usually be able to tell you immediately whether your booking has been confirmed.

4.3. If booking through FIT – Freiburg Incoming & Touristik – you will receive a booking confirmation, which refers to the terms and conditions for payment.

4.4. Billing occurs directly between the booker (who may also be the guest) and the respective hotel. In exceptional cases and only if *explicitly noted in writing*, bills may be issued by FIT – Freiburg Incoming & Touristik (e.g. for special arrangements and category packages).

5. Cancellations

Cancellations must be made *in writing or by fax*. If a guest cancels a binding booking or does not use the services booked, the hospitality provider or landlord is entitled by law to the full remuneration less the amount saved by not using services. In accordance with empirical data accepted by the courts, the following rates are generally used: 80% of the booked price for accommodation with breakfast; 70% for half-board accommodation; 60% for full-board accommodation, if the object cannot be leased out to a third party.

However, the hospitality providers booked through FIT – Freiburg Incoming & Touristik accept the following options for cancellations (from receipt of the cancellation to the arrival date in percent of the total number of rooms):

5.1. Conditions for Cancellations for Single Travellers in Hotels / Guest Houses / Pensions

For single bookings (less than 5 rooms or less than 10 persons), conditions for single travellers apply as follows: A maximum of 2 room units can be cancelled free of charge up to 48 hours before arrival.

5.2. Conditions for Cancellations for Group Bookings in Hotels / Guest Houses / Pensions

For bookings of 5 or more room units or for 10 or more persons, conditions for group bookings apply as follows:

All cancellations or alterations to bookings must be made in writing, without exception.

A cancellation of the complete booking free of charge is possible up to 6 weeks before arrival.

A partial cancellation of up to 30% of the booking (by number of room units) free of charge is possible up to 4 weeks before arrival.

A partial cancellation of up to 2 room units free of charge is possible up to 48 hours before arrival.

Differing conditions are only valid if explicitly agreed in writing.

In the case of a complete cancellation after the stipulated period, FIT – Freiburg Incoming & Touristik reserves the right to charge a cancellation fee of EUR 25.00. This fee is due regardless of whether the hospitality provider charges a cancellation fee or not.

5.3. Conditions for Cancellations for Bookings in Self-Catering or Private Accommodation

Separate conditions and cancellation fees apply, as agreed with the partners of FIT – Freiburg Incoming & Touristik:

Bookings cancelled between 7 and 2 days before arrival are billed at 60% of the booking price.

Bookings cancelled one day or less before arrival, or no-shows, are billed at 80% of the booked price, if the object cannot be leased out to a third party.

5.4. No-Shows (Guest does not arrive)

For group bookings as well as for single travellers, the hotel or landlord is entitled to charge up to 80% of the booking price, if the object could not be leased out to a third party.

5.5. Cancelling a Booking

We recommend our guests to take out insurance to cover cancellation costs. For technical reasons, the cancellation must be addressed to the booking office (not the hospitality provider). In your own best interest, all cancellations should be made in writing.

6. Alterations to Bookings

Any alterations, such as a change in the number of rooms, the number of travellers or cancellations, can be made at any time. Please observe the stipulated periods and applicable terms and conditions for your booking.

7. Liability

As the booking offices are brokers for hospitality services, they are only liable for faults committed by themselves or their agents in the course of their brokering activity. The provision of services booked is the direct responsibility of the hospitality provider.

8. Complaints / Reporting Defects

In the case of shortcomings in the provision of services booked, the guest should inform the hospitality provider immediately for remedial action. If shortcomings are not addressed, we request that you inform the booking office. We will be pleased to assist you.