

Mediation terms of e-domizil GmbH

1. Contractual basis

1.1 e-domizil GmbH (hereinafter referred to as "e-domizil") acts as a mediator of holiday homes, holiday apartments and similar accommodation (hereinafter referred to as "holiday accommodation") and other tourist services such as travel insurance and car hire (hereinafter referred to as "tourist services"). The holiday accommodation and tourist services are supplied by various providers, in particular tour operators, local agencies, and private owners (hereinafter referred to as "providers").

1.2 e-domizil operates an online booking engine for the above-mentioned purpose, which is used on its own websites, and in variations on the websites of its partner companies (collectively referred to as the "website"). The present mediation terms apply in both cases. The booking engine includes, among other things, a search function, a detailed presentation of the holiday accommodation with descriptive text, images, availability, prices and the possibility of commissioning a booking.

1.3 e-domizil operates exclusively as a mediator of holiday accommodation and tourist services and mediates contracts in the name and on account of the providers. Upon placing a booking order, an agency agreement shall be formed between the customer and e-domizil, the object of which is the mediation of holiday accommodation and/or tourist services. e-domizil usually charges the customer a service fee for handling the business transaction. If a service fee is incurred for the booking, this shall be already included in the displayed price for the holiday accommodation, and additionally shown separately in the offers on the website, in the booking process, and on the invoice. The service fee cannot be refunded in the event of cancellations or changes to the booking.

1.4 The basis of a holiday accommodation booking is the detailed description of the property, based on information given by the respective provider. Selection criteria for the online search or in the short text merely serve as guidance.

1.5 The holiday accommodation and tourist services presented on the website do not constitute a binding contractual offer by e-domizil and/or the respective provider. Rather they are an invitation to the customers to make an offer to conclude a contract with the provider of the holiday accommodation or tourist services (invitatio ad referendum). The customer makes his/her offer by completing the booking form and sending it to e-domizil. This booking request must specify how many people (including all children) will be travelling with the customer and whether the customer will be bringing one or more pets along (details of the species and breed are required). Customers' special requests (e.g. different arrival time, special equipment, ordering linen, final cleaning and the like) may be entered in the booking request, but require the explicit written confirmation from the provider or e-domizil to come into effect. The customer is bound to the contractual offer for a period of seven days. During this period, e-domizil (in the name of the provider) or the provider himself shall declare that either the offer has been accepted or the customer will be sent a new contractual offer, which he/she can accept within the period specified therein. A contract regarding the holiday accommodation and, as the case may be, the booked tourist services shall be formed upon conveying a booking confirmation or the customer's acceptance of the new offer sent by e-domizil or the provider. The contract shall also be established upon dispatch of an invoice by e-domizil or the provider to the customer.

1.6 The respective provider's own general terms and conditions can form the basis of the mediated contract for the holiday accommodation and/or tourist services. Payment conditions, provisions on due dates, liability, amendment of reservations, cancellation and other obligations and customer restrictions can be governed therein. e-domizil shall submit the provider's general terms and conditions to the customer in the booking request for inspection and acceptance.

1.7 All contractual components of the booking shall be stored by e-domizil to conclude the contractual relationship. Further information regarding this can be obtained from our [privacy policy](#).

2. Booking process

2.1 Payments

2.1.1 A deposit is usually requested by the respective provider upon conclusion of the contract, which will be deducted from the price of the holiday accommodation or tourist services. In general, the deposit is due immediately on booking, while the balance payment is usually due 42 days before the trip begins. For bookings of 49 days upwards, the entire rental amount is payable immediately before the trip begins. Details on the due dates and payment conditions can be found in the booking confirmation as well as in the terms and conditions of the respective provider of the holiday accommodation or the tourist services. The collection of payment shall be made by the provider, by e-domizil or via a service contractor used to collect debts. If e-domizil or a service contractor appointed by it invoices for the holiday accommodation or tourist services and collects payment, this shall be done in the name and on account of the respective provider. If the provider of the mediated service is a tour operator, the customer shall, upon payment, receive a risk coverage certificate or other appropriate evidence that the customer's money is being safeguarded.

2.1.2 Depending on the provider, the payment for the holiday accommodation and the tourist services can be made by bank transfer, by SEPA direct debit from current accounts, by credit card or, in exceptional cases, also in cash on site. Direct debits are, in principle, converted into SEPA direct debits by e-domizil. The customer will be notified by e-domizil at least two days prior to the account being debited. e-domizil does not, in principle, levy any payment fees - regardless of the selected payment method. However, the respective provider can charge an additional fee for payments made with certain credit cards. Possible bank fees for domestic or foreign bank transfers will be charged to the customer. Information on the payment methods and fees on offer can be found in the details of the booking order and in the General Terms and Conditions of the respective provider of the holiday accommodation or tourist services.

2.1.3 If the credit card deductions or direct debits are rejected or charged back by the executing bank or credit card company, e-domizil and/or the providers shall be entitled to invoice the customer for the chargeback fees. The customer shall be notified of the respective fees.

2.1.4 If the customer fails to make payments despite them being due, e-domizil reserves the right to charge a dunning cost of three euros for the second reminder.

2.2 Travel documents

After payment of the entire rental or travel price, the customer shall receive the travel documents from the provider or from e-domizil by e-mail 14 days prior to the start of the trip.

2.3 Contractual amendments (change of booking, cancellation)

The conditions for contractual amendments arranged or desired by the customer (for example, change of booking, withdrawal) are governed by the provider's general terms and conditions. If these costs arise through a contractual amendment and are the responsibility of the customer, e-domizil shall be entitled to invoice the customer for these costs in the name of the provider and to collect or retain these amounts from the customer. In addition, e-domizil levies a blanket booking amendment fee of 50 euros. By takeover of booking by another person you will be charged with amendment service fee of 10 euros.

2.4 Disclosure of data to process the booked service

e-domizil shall collect and use customer information in accordance with the data protection regulations. In order to process the booking, e-domizil shall forward the personal data supplied by the customer to the respective provider.

2.5 Duties of the customer

2.5.1 The customer shall have a duty to check the booking confirmation and inform e-domizil or the provider of the holiday accommodation/tourist services about any errors or discrepancies without delay and no later than the third day following receipt. Hidden errors or deviations shall be considered as accepted.

2.5.2 The customer must contact e-domizil or the provider if he/she has not received the travel documents 14 days prior to the start of the trip, despite paying the rental or travel price in full. The customer has the duty to check the travel documents for completeness and accuracy and inform e-domizil or the provider without delay if there are any missing or incorrect documents.

2.5.3 Shortcomings in e-domizil's mediation service are to be reported to it immediately; the opportunity to remedy the situation shall be given to the extent that is reasonable. Should the customer be guilty of not reporting a shortcoming, all the customer's claims arising from the agency agreement shall be cancelled, insofar as a reasonable remedy by e-domizil for the customer would have been possible.

2.5.4 Any defects at the booked holiday accommodation or deficiencies in the tourist services that arise during the stay are to be reported without delay to the provider on site in order to give him/her the possibility of remedying the situation. After the trip, the customer can send the provider a further notice of defects in writing. The customer shall find the address and telephone number of the provider in the travel documents. Statutory deadlines are to be observed. However, if the customer has not already reported the defects during the stay, the provider shall not be obliged to consider the complaint. If the customer sends his/her complaint to e-domizil, e-domizil shall forward it to the respective provider.

2.5.5 Only fully legally competent persons shall be authorised to book holiday accommodation and tourist services with e-domizil.

3. Travel insurance

e-domizil shall indicate the possibility of taking out travel cancellation insurance as well as insurance to cover the treatment or repatriation costs in the case of an accident or illness abroad.

4. Advice on passport, visa, foreign currency, and health regulations

4.1 Each customer/traveller shall be responsible for compliance with all applicable domestic and foreign entry and exit requirements, health regulations, passport and visa regulations and provisions for the introduction of pets themselves.

4.2 Travel and safety advice, entry requirements, health advice, visa requirements and the like are available for customers on the Foreign Office website. In addition, customers can obtain information from the embassies/consulates that are responsible for them.

5. Liability by e-domizil

5.1 e-domizil shall not be responsible for the success of the mediation and/or the defect-free/actual provision of the holiday accommodation service and/or the tourist services themselves, but only that the mediation shall be carried out with the diligence of a prudent businessman.

5.2 e-domizil shall endeavour to ensure, within reason, that the information, software and other data which are available on the website, in particular in relation to prices, dates and restrictions, are

accurate, up-to-date and complete at the time of publication. The individual details of the holiday accommodation and/or the tourist services are based on information from the providers. e-domizil shall not assume liability for this.

5.3 All holiday accommodation and/or tourist services displayed on the website are of limited availability. e-domizil shall not be liable for the availability of holiday accommodation nor of a tourist service at the time of booking.

5.4 e-domizil shall assume no responsibility for the accuracy, completeness or reliability of third-party content, especially maps, automatic translation, customer reviews, editorial texts and images of locations and regions. Geological data displayed on the website, in particular map illustrations, merely serve as non-binding guidance for the approximate physical location of the offer. Only the local information made available to the customer in the description text of the online presentation and/or in the corresponding booking confirmation shall be applicable for the conclusion of the contract.

5.5 The exclusions set forth in points 5.2, 5.3 and 5.4 shall not apply if e-domizil was aware of faulty and/or incorrect information or had to have been aware if applying customary care in accordance with standard commercial practice. In this respect, the liability of e-domizil for having to have known of such circumstances shall, however, be limited to cases of intent or gross negligence.

5.6 Otherwise, e-domizil shall only be liable for damages which are not physical in cases of intent or gross negligence, liable because of the assumption of guarantees, and liable for the breach of essential contractual duties (cardinal duties). In the case of a negligent breach of cardinal duties, the liability of e-domizil is limited to damage that is foreseeable and typical for the contract and, in any case, to three times the value of the mediated holiday accommodation service or tourist service.

5.7 e-domizil shall not be liable for any loss or destruction of the itinerary or travel documents, which it cannot substitute, in connection with the dispatch.

5.8 e-domizil shall not be liable for the consequences of force majeure. These include directives from authorities, civil unrest, war-time events, terrorist attacks, floods, fire, storms, accidents, strikes and other industrial action, from which the services of e-domizil or its agents are affected.

6. Final Provisions

6.1 e-domizil reserves the right to modify these mediation terms at any time with effect for the future, without the existence of any duty to notify the customer. The latest version of the mediation terms shall be kept available on the website from the time that they come into force. The customer declares his/her acceptance of the changes through his/her continued use of the website following a change to the mediation terms.

6.2 These mediation terms contain all the agreements of the existing mediation contract between the customer and e-domizil and supersede all previous agreements, regardless of whether they take place in writing, electronically or orally.

6.3 The contractual relationship between the customer and e-domizil is subject to the laws of the Federal Republic of Germany, regardless of the nationality of the customer. The place of jurisdiction for registered traders, for people who do not have a general domestic place of jurisdiction as well as for people who have moved their domicile or usual place of residence abroad after conclusion of the contract, or whose domicile or habitual residence is not known at the time an action is filed, shall be Düsseldorf (Germany).

6.4 If any of the above provisions is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be substituted by a provision which reflects the economic purpose of the provision that is to be replaced as closely as possible.

Consumer Dispute Resolution / OS Platform

The European Commission provides a platform (the OS platform) at <http://ec.europa.eu/consumers/odr/> for users who reside in the EU and wish to settle disputes related to consumer law online. e-domizil GmbH is not currently participating in an alternative - and for them, voluntary - dispute-resolution procedure. Therefore, the OS platform cannot be used by our customers

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Commercial registry: District court of Frankfurt a. M. HRB 114050

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