

# Smilecamp GmbH terms and conditions

The company Smilecamp GmbH acts as an agent for holiday resorts, bungalows, apartments, caravans and mobile homes in various European countries. Arrival and departure are the responsibility of the respective customer. Also extra achievements, like ferry transportations, hotel accommodation or the like, can be obtained.

## 1. scope of application and contractual relationships

1.1 Smilecamp GmbH (hereinafter referred to as "agent") operates an online travel portal under the website [www.smilecamp.eu](http://www.smilecamp.eu) (hereinafter referred to as "website"). On the website, the customer can check the availability of holiday accommodation and other touristic services of various tour operators and other touristic service providers according to the inputs made by them. Furthermore, general travel information and tips are available there.

1.2 The agent exclusively mediates the accommodation and other tourist services of the respective tour operators and providers and mediates contracts in the name and on account of the respective tour operators / tourist providers, regularly as a general agent in the name of these tour operators / tourist providers. In the event of booking such a tour / tourist service offered by third parties, a contract of agency is concluded between the agent and the customer, the object of which is the brokerage of these tours (§§675, 631fBGB).

1.3 The offers of accommodation and other touristic services presented on the website do not constitute a binding contractual offer on the part of the agent and/or the respective tour operator / touristic service provider / touristic services. Rather, it is an invitation to the customer to submit an offer to conclude a contract with the provider of the respective accommodation or other tourist service. The customer submits his offer by entering his data in the online booking form and sending it to the agent. The booking confirmation is regularly accompanied by the corresponding invoice.

1.4 The brokered contract for accommodation or other tourist services may be based on the general terms and conditions of the respective provider / tour operator. These may include terms of payment, provisions on the due date of the down payment and the remaining travel price, warranty, liability, cancellation, rebooking and repayment as well as other restrictions or obligations of the customer and information on deadlines in connection with the assertion of claims against the respective tour operator / provider, which are to be observed by the customer. The corresponding general terms and conditions of the respective tour operator / provider of touristic services shall be made available to the customer for inspection and acceptance on the intermediary's website, as far as available.

## 2. obligations of the customer

2.1 Defects in the broker's brokerage services shall be reported to the broker immediately; if reasonable, the opportunity for remedy shall be given. If no notice of defects is culpably omitted, any claims of the customer arising from the brokerage contract shall lapse, insofar as the broker could have remedied the defect reasonably acceptable to the customer.

2.2 The customer is informed that the agent is not entitled and obliged to accept notices of defects and notices of defects with regard to the travel / accommodation or other tourist services. Such complaints are to be made directly to the tour operator / provider of the touristic service, unless the travel agent is expressly named in the travel terms and conditions of the respective tour operator / provider of touristic services as the place where such notifications of defects and notices of defects are to be submitted for the respective tour operator.

## 3. payments

Upon conclusion of the travel contract with the tour operator, a deposit of up to 20% of the accommodation or travel price can be requested, which will be deducted from the price of the respective travel booking. As far as package tours within the meaning of §§ 651 a to m BGB are concerned, a down payment may only be requested against submission of a security note from the respective tour operator / provider of the tourist service or against corresponding proof of the tour operator's insolvency insurance. The trips brokered by Smilecamp GmbH are without exception not package tours, but booked individual services. No security certificate is required for this. Further payments are due on the dates agreed by the customer with the tour operator. Reservation costs of EUR 24,- will be charged per booking. Short-term bookings or changes within 7 days before departure are only possible with credit card payment.

## 4. contract changes (rebooking, cancellation)

After conclusion of the contract with the tour operator / supplier of the touristic service, the conditions for contract changes initiated or desired by the customer (e.g. rebooking, withdrawal) are based on the provisions of the respective tour operator / supplier. The agent is entitled to invoice the customer for all costs incurred due to changes in the contract on behalf of the respective tour operator / provider of tourist services and to collect or retain these amounts for these. A flat rate of EUR 35,- can be charged for changes.

We point out that according to the legal regulations of §§ 312 ff. BGB for the offered achievements no right of revocation exists, but only the legal resignation and cancellation rights apply. A right of revocation exists, however, if the contract for travel services according to § 651a BGB has been concluded outside business premises (e.g. at home), unless the verbal negotiations on which the conclusion of the contract is based have been conducted on previous order of the consumer.

## 5. travel insurance

The agent draws particular attention to the possibility of taking out travel cancellation insurance and insurance to cover travel interruption or repatriation costs in the event of an accident or illness. The costs for the insurance then regularly amount to 5% of the travel price (incl. processing costs) and are to be paid in addition to the travel price (regularly together with the deposit).

## 6. liability of the intermediary

6.1 The agent is not liable for the success and/or the actual/faultless performance of the trip or other tourist service itself, but only for the fact that the mediation is carried out with the diligence of a prudent businessman.

6.2 The agent shall make reasonable efforts to ensure that the information, software and other data available on the website, in particular with regard to prices, restrictions and dates, are up-to-date, complete and correct at the time of publication. However, the individual details on tourism services are based on the details provided by tour operators and other tourism providers. A guarantee for this is not taken over by the mediator.

6.3 All travel / accommodation and other tourist services presented on the website are only available to a limited extent. The agent is not liable for the availability of a tour/travel service at the time the customer submits the offer.

6.4 The Agent does not assume any liability for the accuracy, completeness and reliability of other third-party content. Geographical data displayed on the website, in particular map representations, serve only for non-binding orientation regarding the approximate local position of the booked accommodation. However, only the local information provided to the customer in the offer within the online booking process and/or in the corresponding booking or travel confirmation by the respective tour operator or other provider of the tourist service is decisive for the processing of the concrete travel contract / tourist travel service.

6.5 The exclusions mentioned under items 6.2., 6.3. and 6.4. do not apply if the agent was aware of incorrect and/or inaccurate information or should have been aware of this if he had exercised the customary care. In

this respect, however, the liability of the agent for having to know such circumstances is limited to cases of intent or gross negligence.

6.6 In all other cases, the agent is liable for damages other than bodily injury only in cases of intent or gross negligence, in cases of liability for guarantees assumed or in cases of liability for the breach of essential contractual obligations (cardinal obligations). In case of negligent violation of cardinal obligations, the liability of the broker is limited to contract-typical and foreseeable damages and in any case to 3 times the value of the brokered trip or other tourist service.

6.7 The agent is not liable for the consequences of force majeure. This includes, for example, orders from authorities, wars, internal unrest, terrorist attacks, floods, storms and similar events that affect the services of the agent or make them impossible.

## 7. final provisions

7.1 The agent reserves the right to amend these General Conditions of Mediation with effect for the future at any time without any obligation to notify the customer. The current version of the General Conditions of Brokerage will be made available on the website from the time of their application. By continuing to use the website after a change to the General Conditions of Brokerage, the customer implicitly declares his consent to the changes.

7.2 The contractual relationship between the customer and the agent is subject - irrespective of the nationality of the customer - to the law of the Federal Republic of Germany, as is the entire legal relationship.

7.3 Should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions of these General Conditions of Brokerage or the brokerage relationship with the customer.

Smilecamp GmbH

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