

Terms of travel/ General Terms & Conditions

1. legal relations

- 1.1. The legal relationship between you as customer and ADRIALIN GmbH, Klehestraße 5, 76571 Gaggenau, Deutschland, registered in the Commercial Register of the County Courts Rastatt under the number HRB 2361 (hereinafter referred to as ADRIALIN, "Tour operator" or "Operator") is regulated according to statutory regulations, especially in adherence with §§ 651a ff of the Commercial Code and the following travel conditions, which fulfil and complement the statutory terms. Each customer accepts these terms for himself/herself and for the persons registered by him/her on booking the trip.
- 1.2. The General Terms & Conditions can be seen at all times in the catalogue and online (print version).

2. Completion of the travel contract

- 2.1. The travel booking can be made by persons of age in writing, verbally, by telephone or online through ADRIALIN. With your travel booking you offer ADRIALIN the completion of a legally binding travel contract, whereby you are bound to your offer until there is a written acceptance or refusal from ADRIALIN. The travel contract arises from the sending of the written booking confirmation/invoice by ADRIALIN, which will occur immediately, but at the latest after seven days. Note: the automatic e-mail confirmation of receipt of the travel booking by ADRIALIN which is sent for online bookings is not a booking confirmation.
- 2.2. Travel agents are only brokers.
- 2.3. With the invoice you receive the guarantee slip of our insolvency insurance.
- 2.4. In the event that a property is unavailable, ADRIALIN can offer the customer several suitable alternatives. Neither you nor the tour operator are bound by this new offer. Should you choose to accept this, it is treated as a new travel booking.
- 2.5. The data provided to us is protected according to the Federal Data Protection Act.
- 2.6. We are happy to accept and forward customer wishes expressed during the booking to the landlord or concierge. Please note however that ADRIALIN cannot however guarantee their fulfilment. Special wishes, conditional bookings and verbal agreements are only valid if they are confirmed in writing by ADRIALIN.
- 2.7. Please notify us immediately, if you as travel booker have not received your travel documents at the latest 5 days before the start of travel. In this case we will send you your travel documents immediately, dependent on payment. If you do not notify us and cannot travel due to missing travel documents, this has to be treated as a cancellation and cancellation charges apply.

3. Payment

You can select from two payment methods within the booking process:

- payment by bank transfer
- payment by credit card

For last minute bookings, within the last two weeks prior to departure, only payment by credit card is possible.

3.1. payment by bank transfer

- 3.1.1 The deposit amounts to 20% of the travel price and is due immediately after the booking confirmation. The deposit is calculated on the basis of the travel price. For booking which are made from the 42nd. day prior to the start of travel (short term bookings) the complete travel price is due immediately.
- 3.1.2. Payment of remaining amount equals 80% of the price of travel. Payment deadline can be found in the booking confirmation.
- 3.1.3. The deposit amounts to 20% of the travel price and is due immediately after the booking confirmation. The deposit is calculated on the basis of the travel price. For booking which are made from the 42nd. day prior to the start of travel (short term bookings) the complete travel price is due immediately.

3.1.4. In the event of untimely payment of the deposit or of the entire rent for short term bookings, ADRIALIN can refuse to provide the services. Furthermore ADRIALIN can terminate the contract after a reminder and the setting of a response period. The operator can demand cancellation fees as compensation in adherence with the cancellation levels outlined under point 7.2 or 7.3, under the condition there are no travel defects at this point in time which would justify cancellation.

3.2. payment by credit card

3.2.1 For the payment method "Credit card" the entire amount is immediately charged.

4. Travel documents

4.1. The travel voucher is sent by post to the customer on payment of the remaining travel price or the entire rental amount. The travel voucher is proof of rental for the local travel agent or key holder (reception, concierge), or the hotel or the holiday camp. This includes a route description to the travel agent or the rented property, its address, phone number and the check in times. The customer should note that the remaining travel documents are sent after receipt of the complete payment.

5. Leistungen, Preise

5.1. Für Umfang und Art der im Rahmen des Reisevertrages von ADRIALIN zu erbringenden Leistungen gelten ausschließlich die Beschreibungen, Abbildungen und Preisangaben in den Katalogen bzw. auf den Internetseiten von ADRIALIN, die für den Reisezeitraum gültig sind, so wie sie Vertragsgrundlage geworden sind, sowie die hierauf Bezug nehmenden Angaben in der Reisebestätigung. Nebenabreden, die den Umfang der vertraglichen Leistungen verändern, bedürfen einer ausdrücklichen schriftlichen Bestätigung.

5.2. If not expressed explicitly, the prices apply per person in the hotels. In holiday apartments and houses in holiday camps the prices apply to the whole property per day.

5.3. As a rule usual electricity, water and gas usage are included in the price. Bed linen and final cleaning as well as additional services listed as such in the individual property descriptions are also included in the price.

5.4. Other supplementary services are listed as such and are paid on site.

5.5. Local taxes are already included in the price for hotels and holiday camps. For private holiday apartments and holiday homes these are to be paid in cash on site. There can be no exact details on the exact amount of the local taxes in the individual locations in the programme descriptions, as the exact amounts are not normally available when the catalogue is printed. Dependent on the location the costs are normally between € 0.50 and € 2 per person/day (children receive discount).

5.6. In the private holiday apartments and holiday homes a one time registration fee between 1 und 5 € is due at the beginning of the trip.

5.7. The conclusive cleaning of the holiday apartments and holiday homes is carried out by you as customer, irrespective of the final cleaning carried out by the tenant. Conclusive cleaning includes washing up and tidying away of all crockery and cutlery, removal of all rubbish and the sweeping through of all rooms so that a property can be handed over in a clean and tidy condition.

5.8. It is indicated in the programme descriptions whether towels are available in the property or have to be brought. Tea towels are provided by the landlord in some cases, we do however generally recommend to take these with you. Toilet paper (except in the hotels), washing up liquid and cleaning fluid should also be taken.

5.9. Whether a pet is allowed can be found in the individual programme description. A pet definitely has to be registered on booking even if it is allowed according to the description. In the case where additional beds and/or child beds are provided, this will be noted correspondingly in the property description. Additional beds and/or child beds have to be ordered and that order has to be confirmed in every case and this has to be noted on the travel voucher.

5.10. Whether a pet is allowed can be found in the individual programme description. A pet definitely has to be registered on booking even if it is allowed according to the description. Only one pet is principally allowed. If pets are not allowed this does not necessarily mean that there will definitely be no pets in the house, on the holiday camp etc. or that the property you have rented does not sometimes have pets. If pets are principally allowed this does not automatically mean that they are allowed to move around freely everywhere. In many holiday camps, dogs are not allowed for example in the pool area and green areas, and certainly not in restaurants or similar areas. It may also be obligatory to keep your dog on a lead at all times. Dogs are also not permitted in the pools of individual houses.

5.11. In the case of special offers, e.g.. 14=10 or 7=5, or percentage discounts on the rental prices, campaigns such as early bird discounts or other offers variable supplementary costs may possibly be due for the full duration of the trip. If the special offer stay overlaps two travel times the discount will always be based on the lowest week or day price.

6. Changes in services

6.1. Changes or deviations in individual travel services from the agreed content of the travel contract, which are necessary after closing the contract and which were made by us in good faith, are only allowed where the changes and deviations do not significantly limit the total travel offering. Possible guarantee claims are not affected as long as the changed services are not defective.

6.2. You are also entitled to the rights named in the previous section in the case of a significant travel change and these rights must be claimed immediately after being notified of a significant change.

7. travel cancellation

7.1. You can cancel a trip at any time prior to the start of the trip. The receipt of the cancellation by ADRIALIN is the deciding factor. The cancellation should be made in writing in your own interest. The receipt of the cancellation by ADRIALIN is the deciding factor.

7.2. Our flat rate requests for cancellation fees for the apartments and houses in general cost:

- For cancellation of up to 61 days before the arrival date: 20 % of the holiday costs, but minimum 75 Euro.

- For cancellation from 60 to 35 days before the arrival date: 50 % of the holiday costs, but minimum 75 Euro

- for cancellation from 34 to 14 days before the arrival date: 70 % of the holiday costs,

- for cancellation from 13 to 2 days before the arrival date: 90 % of the holiday costs,

- On later cancellation or no show: 100 %

7.3. The flat rate cancellation costs of the cancellation for the hotels and complexes are as follows:

- Up to 22 days prior to travel date 20 % of the travel price but at least 50 €

- From the 21st. to the 15th. day prior to travel date 30 % of the travel price but at least 75 €

- From the 14th. to the 8th. day prior to travel date 45 % of the travel price

- From the 7th. to the 1st day prior to travel date 60 % of the travel price,

- On later cancellation or no show: 100 % of the travel price

7.4. In the event that you use your rights to find a replacement tenant the cancellation rules will not apply.

This is however under the precondition that ADRIALIN as tour operator receives binding notification punctually prior to the travel date, so that the necessary changes can be made Furthermore this is under the precondition that the replacement tenants corresponds to the special requirements of the travel and that statutory regulations or local authority stipulations allow it. With the confirmation of the name change by the tour operator the new travel customer assumes the rights and obligations of the travel contract.

ADRIALIN charges 30 € per change for the costs resulting from the changes.

7.5. As a tenant, you are obliged to prove to ADRIALIN as the operator that no damage occurred or that the damage which occurred is significantly smaller than the requested flat sum.

7.6. Changes within a booking (number of persons if allowed, extension) is carried out by ADRIALIN for a supplementary charge of 30 €. Other changes to the booking are treated as cancellations.

8. insurance

8.1. Apart from the statutory insolvency insurance (security policy) no insurance is included in our services. We recommend that you take out travel insurance immediately after receipt of your travel confirmation. We are not involved in the processing of any possible damage claims.

9. Recess/cancellation by ADRIALIN

ADRIALIN may renounce the contract before the date of arrival or cancel the contract after the date of arrival:

a) without adherence to a notice period if the customer continually disrupts the trip in spite of warnings, endangers others through his behaviour or otherwise behaves in violation of the contract.

b) without adherence to a notice period if the trip cannot be carried out or is significantly limited due to Force Majeure which could not be foreseen at the time of contract or industrial disputes.

If ADRIALIN terminates the travel contract due to point a), the travel price expires.

If ADRIALIN pursuant to b) renounces contract, all paid amounts are reimbursed immediately, the further requests are explicitly ruled out.

If ADRIALIN cancels the contract according to b) after the day of arrival, then you receive the reimbursement of the holiday costs corresponding to the costs saved by ADRIALIN.

10. Fittings of the rented properties

10.1. In the holiday apartments and holiday homes cutlery and crockery is usually completely provided for the number of people. A refrigerator is definitely part of the basic fittings and is therefore not always explicitly mentioned in the property descriptions. All other technical household devices are only available if explicitly mentioned in the description.

10.2. If satellite or cable reception is possible that will be represented in the text with Sat-TV or Cable TV. But this is not necessarily a guarantee that English programmes can be received.

10.3. If the garden furniture is stated in the description that does not necessarily mean that there is one available chair for every person. Deck chairs and parasols are also only available if they are mentioned in the description of the property.

10.4. All accommodation offered is authorised for accommodation in accordance with the local and national stipulations for accommodation. Holiday properties are generally exclusively for holiday purposes which influences the construction design and furnishings. The bathroom and bedrooms are much smaller and the beds different to usual. Much is equipped in a purpose built fashion. The holidaymaker should take into consideration that English construction regulations do not apply in other countries. Thus balcony and stair railings can be significantly lower, stairs steeper, windows and doors not according to the German norms. The sound insulation of the properties is also not always as usual, but corresponds to the country standards, so that the noise protection level can vary. In the case of holiday homes and holiday apartments the landlord often lives in the property himself throughout the year so that sometimes parts of the furniture are locked to protect his belongings. There is however always sufficient storage space for the tenant.

11. Landlord's rights and liabilities.

11.1. You have the right as tenant to use the entire property including furnishings and devices. You are obliged to treat the property and its inventory, as well as any communal areas, with the utmost care.

11.2. You are obliged to replace any damage caused by you or your companions or guests during the course of your stay.

12. number of persons

12.1. The property may not be occupied with more persons than allowed in the catalogue and confirmed on the travel voucher (except for one infant of less than 2 years of age).

12.2. In the event of over-occupancy the landlord has the right to refuse or send away excess persons or to desire the proportional rental price and supplementary costs.

13. Time of arrival and time of departure

13.1. Time of arrival is on the day of arrival if not otherwise indicated between 2pm and 7pm. In the event that you cannot adhere to the arrival time, please inform the local representative urgently and in time. Should you fail to do this a proper reception cannot be guaranteed.

13.2. On the day of departure the property must be vacated by 10am and handed over to the landlord or his representative.

14. liability

14.1. ADRIALIN is responsible for thorough trip preparation within the serviceable liability of an accurate vendor.

- a) careful travel preparation
- b) careful selection and monitoring of the service providers
- c) the accuracy of the service description
- d) the proper provision of the travel services agreed in the travel contract.

14.2. Liability for occasional mischance or interruptions in water or electricity services are exempt as is the responsibility for the constant working condition of appliances such as heating, lift, air conditioners, pool etc.

14.3. ADRIALIN's liability for damage, which is not personal damage, is limited to three times the travel price, as long as damage to the holidaymaker is neither caused intentionally nor through gross negligence or as long as ADRIALIN is responsible for damage caused to the holidaymaker solely through a service provider.

14.4. Request for compensation of the damage towards ADRIALIN is limited or impossible on the basis of the international agreements or related legislation which need to be applied on services performed by the service provider, a request for damage compensation towards the service provider may only be made under certain preconditions or limitations or it is excluded by certain preconditions.

14.5. You are legally obliged to do all in your power, in the event of possible service disruptions, to help solve or avoid the disruption and to minimise possible damage which can arise

This especially results in the obligation to make complaints punctually in the local representative offices as indicated in the travel documents.

14.6. Should the holidaymakers' issues not – or not adequately – be solved locally, ADRIALIN must be informed by phone, fax or e-mail. In the event of culpable neglect to punctually inform ADRIALIN, the tour operator's obligation to reduce rent or compensate for damages becomes invalid.

14.7. Service performers (owners, key holders, agents etc.) hold no representative function and are not ADRIALIN representatives, nor do they have authority to accept the complaints and issue or accept legal statements.

14.8. Claims on the grounds of services not provided according to the travel contract can be submitted to ADRIALIN within a month of the contractual end of the trip and must be in writing. Your travel agent is not authorised to accept the registration of guarantee or damage compensation claims. The precondition is that the travel services or the replacement services accepted by you were not provided according to the contract, that you have immediately registered the defects and that no adequate solution was provided. If the trip is significantly limited through defects you can terminate the contract. The precondition is usually that you have demanded a solution from ADRIALIN with a reasonable notice period and this notice period has passed without resolution.

14.9. The operator cannot accept liability for information contained in description of the place, since they are not a subject of the contract and the operator cannot influence their origin or check their accuracy.

14.10. There is a one-year period of limitation between you and ADRIALIN from the scheduled date of departure, as agreed upon.

14.11. Transfers of claims against ADRIALIN to a third person, spouse and relative are not allowed. It is equally impossible for a third party to be entitled to the claims of the holidaymaker.

15. Travel provisions

15.1. EU citizens need a valid passport or ID card for entry into Croatia (for a stay of less than 30 days).

15.2. Non-EU citizens are themselves responsible for adherence to all important visa, customs and vaccination stipulations necessary for the trip. All disadvantages, especially the payment of cancellation charges, which result from not adhering to these stipulations, are their responsibility.

16. Legal effect and jurisdiction of the court

16.3. The invalidity of individual provisions to the contract does not result in the invalidity of the total travel contract.

16.4. The law of the Federal Republic of Germany applies between you and ADRIALIN.

16.5. Legal actions against the tour operator must be brought in courts of jurisdiction for his legal domicile. The local court competent for individual vendors as persons for which no general local competent domestic courts exist, as well as for persons who moved their place of residence or sojourn abroad after concluding the contract, or whose place of residence or usual sojourn is not known at the moment of bringing the local actions, is the legal domicile of the operator- Gaggenau = Rastatt Court of the first instance.