

## BOOKING TERMS AND CONDITIONS

The following conditions apply to business relations with Gutshaus Groß Toitin, a company of IMF Immobilien Management Freier GmbH in 17126 Jarmen.

All quotes, agreements and services are based exclusively on these terms and conditions. Deviating terms and conditions of a business partner, which are not expressly recognised by Gutshaus Groß Toitin, are non-binding.

All quotes of Gutshaus Groß Toitin are non-binding, unless they are expressly marked as binding.

### Guest accommodation agreement (contract)

The contract is concluded between Gutshaus Groß Toitin and a guest as soon as a booking is confirmed in writing.

If a third party makes the reservation on behalf of a guest, he/she is liable as debtor beside the guest. Brokerage requires consent from Gutshaus Groß Toitin.

To confirm a booking, Gutshaus Groß Toitin requires prepayment of the rental price or the transmission of credit card details. If these are not made available within the agreed deadline, the reservation automatically expires.

Gutshaus Groß Toitin is entitled to validate credit cards with a credit card company in order to guarantee a booking and requested services.

### Services

Gutshaus Groß Toitin provides guests with one or more self-contained residential units (villas) for the duration of the agreed period of stay, consisting of living rooms and surrounding terraces. Garden and park are available for shared use. Closed cellar rooms, attics, other villas of Gutshaus Groß Toitin and other buildings on the estate are explicitly not part of the rental agreement.

The guest is generally entitled to the villa for which the booking was made. Should this villa not be available, Gutshaus Groß Toitin is obliged to seek a suitable alternative.

Contractually agreed services result exclusively from the description of services at the time of booking (brochure or website) and from the contents of the booking confirmation. Supplementary agreements require explicit written confirmation by Gutshaus Groß Toitin.

In case of disruptions or defects in the services of Gutshaus Gross Toitin, Gutshaus Groß Toitin will endeavour to remedy the situation. The guest is obligated to contribute within reason in order to correct the disruptions or defects, and to keep subsequent damage to a minimum.

### Prices

The prices of Gutshaus Gross Toitin consist of (1) an accommodation price for the villa(s) and (2) a service charge per person and night.

Agreements on special prices or discounts are only valid after written confirmation. Only management can grant discounts on account of a culpable error on the part of Gutshaus Gross Toitin.

An increase in VAT after conclusion of the contract shall be borne by the guest. Gutshaus Gross Toitin may change agreed prices without prior notice after the conclusion of the contract if more than six months lie between contract conclusion and service provision.

Any special concessions must be mentioned directly at the time of booking. Subsequent changes to the accommodation contract or reductions are not possible.

### Cancellation / withdrawal from the contract

The conclusion of the guest accommodation agreement (the contract) obliges both contracting parties to fulfil their obligations. All reservations and cancellations must be confirmed by the Gutshaus Groß Toitin in writing.

If a guest cancels a booking less than 21 days prior to arrival, he/she is obligated to pay the agreed accommodation price in full and 50% of the service charges. In this case, Gutshaus Groß Toitin is entitled to charge the credit card indicated at the time of the reservation.

Gutshaus Groß Toitin is obligated to pay damages to the guest in case of cancellation. In the case of force majeure (fire, flood, etc.), Gutshaus Groß Toitin reserves the right to withdraw from the contract without the guest being entitled to damages.

### Terms of payment

The total accommodation price or service charges are generally due either 21 days prior to arrival or – in the case of a short-term booking – at the time of booking.

In addition, orders or other services used must be paid immediately and without deduction after receipt of the final invoice, which is sent to the guest after his/her check-out. However, Gutshaus Groß Toitin may, alternatively and without justification, demand the advance payment of these services.

Payments can be made by bank transfer. Transfers must be made to the account of IMF Immobilien Management Freier GmbH (Volksbank Mittelbessen, IBAN: DE78 5139 0000 0046 9874 11, BIC: VBMHDE5F).

The acceptance of credit cards is at the discretion of Gutshaus Groß Toitin in each

individual case, even if the general acceptance of credit cards is indicated. Gutshaus Groß Toitin is entitled to check the validity of the credit cards and to reserve amounts owed.

In the event of a delay in payment, the Gutshaus Groß Toitin is entitled to charge interest of 5% above the base lending rate of the European Central Bank if Gutshaus Groß Toitin does not prove a higher or the guest a lower damages. A fee will be charged with the 2nd reminder of payment. If a credit card is required to guarantee the booking, Gutshaus Groß Toitin is entitled to charge the credit card with the amount owed.

### Arrival and departure

Check-in is as of 3 pm on the day of arrival and check-out is by 11 am on the day of departure. By prior arrangement with the Gutshaus Groß Toitin, an earlier arrival and a later departure are possible.

### Pets

Pets are allowed. However, they require the pre-arrival consent of Gutshaus Groß Toitin. Pets are only allowed on the ground floor of the villas. The guest is liable for damages caused by pets.

### Smoking

Smoking is not permitted within the villas of Gutshaus Groß Toitin.

### Liability of the guest

The guest is responsible for the damage caused to the villa and all its facilities, as far as the damage is caused by him/her or his/her relatives, employees, visitors and suppliers. Damage must be reported to Gutshaus Groß Toitin immediately. The guest is liable for further damage caused by delayed reporting.

Gutshaus Groß Toitin will clean the villa(s) from dirt resulting from normal use. Beyond this – for example in case of stains on upholstered furniture, stains of walls, severe staining of the kitchen equipment – cleaning can be charged to the guest.

### Liability of Gutshaus Groß Toitin

Gutshaus Groß Toitin is liable to the guest according to the provisions of the German civil code up to a maximum of EUR 3,500 and up to a maximum of EUR 800 for money and valuables in accordance with § 702 German Civil Code (BGB), unless the Gutshaus Groß Toitin or its staff is at fault, or valuables or money was given to the Gutshaus Groß Toitin for safekeeping with a receipt.

Gutshaus Groß Toitin is not liable for the guest's damages incurred during his/her travels. Gutshaus Groß Toitin is not liable for damages to vehicles parked on the premises by acts of third parties, or the loss or damage of objects in the vehicles.

In the case of events and meetings, the guest is responsible to insure his/her property against theft, damage or destruction. A liability of Gutshaus Groß Toitin is excluded.

### Gift certificates

Vouchers are valid for two years. If no date of issuance is noted, the date of the payment of the voucher marks the start of the two years validity. Vouchers can only be redeemed if they are paid in full. A outpayment of a voucher is not possible.

### Final provisions

The law of the Federal Republic of Germany shall apply to these terms and conditions and to the entire legal relationship between Gutshaus Groß Toitin and its guests. To the extent permitted by law, Neubrandenburg is the court for all disputes arising from the contractual relations. Should one or more contractual provisions be invalid in whole or in part, the validity of these terms and conditions shall remain unaffected.

10 March 2017