



DualResorts Conditions

Article 1: Definitions

In these conditions, the following definitions apply:

- a. **vacation accommodation:** bungalow, summer home, chalet, apartment, and the like;
- b. **entrepreneur:** the company (DualResorts/DualProjekte RW GmbH) making available the vacation accommodation to the guest;
- c. **guest:** the person entering into the agreement regarding the vacation accommodation;
- d. **co-guest:** the person(s) co-indicated on the agreement;
- e. **third party:** any other person besides the guest and/or his co-guest(s);
- f. **established price:** the compensation which is paid for the use of the vacation accommodation; It must thereby be indicated on a price list what is and what is not included in the price;
- g. **costs:** all costs for the entrepreneur related to the exercise of the recreational business;
- h. **information:** written/electronic information on the use of the vacation accommodation, the facilities and the rules regarding the accommodation;
- i. **cancellation:** the written termination of the agreement by the guest prior to the effective date of the stay.
- j. **a dispute:** if a complaint submitted by the guest to the entrepreneur is not resolved to the satisfaction of parties.

Article 2: Content agreement

- a. The entrepreneur makes available for recreational purposes, that is, not for permanent residence, to the guest, a vacation accommodation of the kind or type agreed on, for the established period and the established price.
- b. The entrepreneur is obligated to provide the written information on the basis of which this agreement is also concluded to the guest in advance. The entrepreneur always timely communicates changes to it to the guest in writing.
- c. If the information deviates substantially from the information which was provided upon adoption of the agreement, the guest has the right to cancel the agreement free of charges.



- d. The guest has the obligation to comply with the agreement and the associated information. He makes sure that co-guest(s) and/or third parties visiting him and/or staying with him comply with the agreement and the associated information.

Article 3: Duration and end of the agreement

The agreement legally ends after expiry of the established period, without requiring notice to that effect.

Article 4: Price and price change

- a. The price is established on the basis of the rates applicable at that moment, which are set by the entrepreneur.
- b. If after determining the established price, due to increased burdening on the entrepreneur, extra costs occur as a result of a change to charges and/or levies, which regard the vacation accommodation or the guest directly, these can be passed on to the guest, also after conclusion of the agreement.

Article 5: Payment

- a. The guest must take care of payments in euros, unless agreed otherwise, with due regard for the established terms.
- b. If the guest, despite prior written warning, does not or does not adequately fulfill his payment obligation within a two-week term after the written warning, the entrepreneur has the right to cancel the agreement with immediate effect, without prejudice to the right of the entrepreneur to full settlement of the established price.
- c. If the entrepreneur is not in possession of the total amount owed on the day of arrival, he has the right to refuse the guest access to the vacation accommodation, without prejudice to the right of the entrepreneur to full settlement of the established price.
- d. Such extrajudicial costs as are reasonably incurred by the entrepreneur, after default notice, are borne by the guest. If the total amount is not settled timely, after written warning the legally determined interest rate will be applied to the amount still outstanding



Article 6: Cancellation

In the event of cancellation, the guest pays a fee to the entrepreneur. This amounts to:

- a. In case of cancellation more than two weeks before the commencement date, 50% of the agreed price;
- b. In case of cancellation within two weeks before the commencement date, 100% of the agreed price;

The entrepreneur advises guests to take out their own cancellation insurance and travel insurance.

Article 7: Use by third parties

- a. Use of the vacation accommodation by third parties is only permitted if the entrepreneur has given its written consent for it.
- b. The granting of permission may be subject to conditions, which in that case must be established beforehand in writing.

Article 8: Premature departure guest

The guest owes the full price for the established rate period.

Article 9: Premature termination by the entrepreneur and evacuation in case of a culpable shortcoming and/or illegitimate act

1. The entrepreneur can cancel the agreement with immediate effect:

- a. If the guest, co-guest(s) and/or third party do not or do not adequately observe the obligations from the agreement, the associated information and/or government regulations, despite prior written, and to such a degree that, by standards of reasons and fairness, it cannot be demanded from the entrepreneur that the agreement is continued;
- b. If the guest, despite prior written warning, causes disturbance to the entrepreneur and/or fellow guests or to the good atmosphere on, or in the immediate surroundings of, the premises;
- c. If the guest, despite prior written warning, uses the vacation accommodation in violation of the end-use of the premises.

2. If the entrepreneur wishes premature cancellation and evacuation, he must notify the recreation accordingly by personally handing over written notice. In this letter. The written warning can be foregone in urgent cases.

3. After cancellation, the guest must make sure that the vacation accommodation is evacuated, and the premises left as soon as possible, though no later than within 4 hours.

4. The guest remains bound in principle to pay the established rate.



Article 10: Legislation and regulations

- a. The entrepreneur ensures at all times that the vacation accommodation, both on the inside and the outside, meets all environmental and safety standards which are (potentially) imposed on the vacation accommodation by the authorities.
- b. The guest is obliged to strictly observe all safety regulations which are effective on the premises. He also ensures that co-guests and/or third parties who visit him and/or stay with him strictly observe the safety regulations which are effective on the premises.

Article 11: Maintenance and installation

- a. The entrepreneur is obligated to maintain the recreational premises and the central facilities in proper conditions.
- b. The guest is obligated to keep the vacation accommodation and the immediate surroundings, during the effective time of the agreement, in the same state in which it was handed over to the guest.
- c. It is not permitted to the guest, co-guests and/or third parties to dig, fell trees, prune shrubbery, or conduct any such activity on the premises.

Article 12: Liability

- a. The legal liability of the entrepreneur for other than damage regarding injury and death is limited to a maximum of € 455,000 per event. The entrepreneur is obligated to take out insurance for this.
- b. The entrepreneur is not liable for an accident, theft, or damage on his premises, unless this is the result of a shortcoming which is attributable to the entrepreneur.
- c. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.
- d. The entrepreneur is liable for malfunctions in the utilities facilities, unless he can make an appeal to force majeure.
- e. The guest is liable towards the entrepreneur for damage which is caused by the actions or failure to act on his part, the part of co-guest(s) and/or third parties, to the extent it regards damage which can be attributed to the guest, the co-guest(s) and/or third parties.
- f. The entrepreneur commits himself to take appropriate measures after the guest reports disturbance caused by other guests.