

The logo for Belvilla, featuring the word "belvilla" in a lowercase, green, sans-serif font. The background of the entire page is a photograph of tall, golden-brown grasses in the foreground, with a blurred background showing a building with a red roof and a blue sky.

belvilla

Holiday Homes. Your #1 Choice.

# TRAVEL CONDITIONS

VACATION PROPERTIES FOR BELVILLA AG

2ND EDITION, VALID FOR NEW BOOKINGS FROM 01.10.2020 - TUI VACATION HOME "BY OYO HOMES"

## TRAVEL CONDITIONS "VACATION PROPERTIES" FOR BELVILLA AG

2nd edition, valid for new bookings  
from 01.10.2020 - TUI vacation home  
"by OYO Homes"

Dear travel guest,

Please pay attention to these rental conditions, because with your booking you accept these conditions, which will be sent to you before the booking. They apply to your booking with Belvilla AG. Belvilla AG is hereinafter referred to as the „Belvilla“. The lessee is called „traveler“. These rental conditions do not apply to individual services (e.g. tickets as individual services). These travel conditions are available on the website [www.tui-ferienhaus.de](http://www.tui-ferienhaus.de).

### Belvilla AG is a licensee of the TUI brand.

Belvilla AG is not subject to the travel law regulations that have been in force since 01.07.2018 and is therefore not subject to package travel law. However, Belvilla has decided to continue to orientate itself to a large extent on these proven regulations in the interests of the tenant.

1. Completion of the vacation home rental
2. Payment
3. KINDERERMÄSSIGUNGEN
4. Special information for vacation apartments, vacation homes
5. Special requests, individual travel arrangements, tour guide
6. Changes in services
7. Withdrawal by the traveler before the start of the trip/cancellation fees
8. Rebooking, substitute person
9. Travel insurance
10. Withdrawal and termination by Belvilla
11. Notification of defects, remedy, price reduction, termination
12. Compensation for damages
13. Consumer dispute resolution/OS platform and assignment
14. Passport, visa, duty, currency and health regulations
15. Data protection
16. General information

### 1. CONCLUSION OF THE „CONTRACT“

1.1 With your travel registration you offer Belvilla a binding conclusion of the holiday property „contract“. The basis of this offer is the property advertisement and the supplementary information from Belvilla for the respective property, provided you have this at the time of booking. The „contract“ comes into being with the receipt of Belvilla's declaration of acceptance. This does not require a specific form.

1.2 The customer is responsible for all contractual obligations of travelers for whom he makes the booking, as for his own, insofar as he has accepted this obligation by express and separate declaration.

1.3 Upon or immediately after the conclusion of the contract, you will receive a travel confirmation / contract that contains all essential information

about the travel services you have booked. If both parties are present at the same time, especially in the travel agency, you have the right to a travel confirmation in paper form; otherwise, especially in electronic business transactions, transmission on a permanent electronic data carrier is sufficient. If the confirmation differs from your registration, Belvilla is bound to the new offer for 10 days. The contract is concluded on the basis of this new offer, provided that Belvilla has pointed out the change with regard to the new offer and has fulfilled its pre-contracted information obligations and you declare acceptance to Belvilla by expressly declaring or paying a deposit within the binding period.

### 2. PAYMENT

2.1 The booking price and cancellation insurance (if any) together will be referred to as the 'Total Amount'.

2.2 Upon conclusion of the contract, a down payment of 20% of the booking price is due upon delivery of the confirmation. If a cancellation insurance is booked, then the full insurance premium is also due upon delivery of confirmation.

2.3 The rest of the Total Amount is due 4 weeks before the start of the vacation if it is certain that your stay - as booked - will be carried out and the confirmation is either available at your sales office (e.g. travel agency, online travel agency, call center) or will be sent to you as agreed. In the case of short-term bookings (from the 28th day before the start of the contract) the Total Amount is due immediately.

2.4 The fees in the event of withdrawal (see note 7) and processing and rebooking fees (see note 8) are due immediately in each case.

#### 2.5 Payment directly to Belvilla

2.5.1 In the case of payment via the SEPA Direct Debit Scheme, Belvilla (if applicable via your sales agent) requires a so-called „mandate“, which permits the debiting of your current account with the price to be paid (deposit and balance) by way of direct debit. The mandate is part of the confirmation.

2.5.2 You can also pay for your trip with a credit card. Belvilla requires (if necessary via the sales office) your address or, if applicable, the address of the recipient of the documents as well as your consent to debit your credit card. In online sales, an additional authentication feature is required in some cases.

2.5.3 Stays booked on the Internet by Belvilla can be paid by bank transfer up to 8 weeks before the start of the vacation. Belvilla requires the first and last name, the complete address, the telephone number and the e-mail address of the person making the booking for this purpose.

#### 2.6 Payment via the sales office

In exceptional cases, both the deposit and, upon receipt of the travel plan, payment of the remaining price of the trip can be made to your sales office.

2.7 Changes to the agreed method of payment can only be made up to 35 days before the start of the trip and only for outstanding payments.

2.8 If you have not received the **travel plan** at

least 4 days before the start of the rental period, please contact your sales office immediately. In the case of short-term bookings or changes to the rental from 14 days before the start of the rental period, you will receive a confirmation via the same channel as for longer-term bookings. In your own interest, we ask you to carefully check the confirmation upon receipt.

2.9 If due payments are not made or not made in full and you do not pay even after a reminder with a grace period, Belvilla can withdraw from the respective contract, unless there is already a considerable travel shortage at this point in time. In case of withdrawal from the travel contract in the sense of the previous sentence, Belvilla can demand cancellation fees as compensation according to sections 7.2, 7.5. If you do not make payments despite the due date, Belvilla also reserves the right to charge a reminder fee of € 1.50 for the second reminder. You are at liberty to provide evidence of costs that have not been incurred or are significantly lower.

2.10 Costs for additional services such as obtaining visas etc. are not included in the Total Amount, unless explicitly stated. If such costs are incurred, please pay them to the sales office.

### 3. KINDERERMÄSSIGUNGEN

The age of the child at the time of travel is decisive. Irrespective of this, each child traveling with us and their age must be stated at the time of booking. The extent of the child reductions can be found in the respective service description. In case of wrong age information, Belvilla is entitled to charge differences based on this information at the correct Total Amount plus a handling fee of € 50. You are free to provide evidence of processing costs that have not arisen or are considerably lower.

### 4. SPECIAL INFORMATION FOR HOLIDAY APARTMENTS, HOLIDAY HOMES

Consumption-based additional costs or those for additional services you require are usually not included in the Total Amount. Unless otherwise stated in the service description, they are to be paid on site. The holiday apartment / holiday home may only be occupied by the number of adults and children specified in the service description and listed in the confirmation. The specified arrival and departure dates are binding. When the keys are handed over, a reasonable amount (deposit) can be requested as security for any damage or usage-based ancillary costs to be paid on site.

The refund or settlement will be made when the accommodation unit and the inventory have been returned cleaned and in proper condition at the end of the stay.

### 5. SPECIAL REQUESTS, INDIVIDUAL TRAVEL ARRANGEMENTS, TOUR GUIDE

#### 5.1 Special requests

5.1.1 A fee of a maximum of € 50 per traveler and week will be charged for processing **individual trips** that deviate from the respective service description.

5.1.2 In case of **changes in bookings** requested by travelers in the destination area, Belvilla

reserves the right to charge an appropriate handling fee per person in addition to any additional costs that may arise.

**5.1.3 Pets** may only be taken along in cases where the service description expressly permits this.

## 5.2 Extension of travel

If you want to stay longer at your vacation destination, please contact your tour guide or the local representative of Belvilla as soon as possible. We will be happy to extend your stay if appropriate accommodation and return transport options are available. The costs for an extension are to be paid on site. Please note the tariff conditions associated with your return journey as well as the validity period of your travel insurance and any visas that may be required.

## 5.3 Tour guide, assistance

With the offered holidays you are cared for locally; in most vacation areas by travel guides of Belvilla and/or by local representatives of Belvilla (e.g. landlords of vacation homes). Otherwise, you will find contact details in your travel plan.

In the event of complaints, please note the special information in section 12.6.2

## 6. CHANGES IN SERVICE

**6.1** Before the conclusion of the contract, Belvilla can change the service descriptions at any time, about which the traveler will of course be informed before booking.

**6.2** Changes to essential travel services compared to the agreed content of the travel contract, which become necessary **after conclusion of the contract and before the start of the journey** and which Belvilla has not brought about in good faith, are only permitted insofar as they are not significant and do not affect the overall design of the booked trip. Any warranty claims remain unaffected, especially if the changed services are defective.

**6.3** Belvilla is obliged to inform the customer about changes in service immediately after becoming aware of the reason for the change on a permanent data carrier. If necessary, Belvilla will offer the customer a free rebooking or a free withdrawal.

**6.4** In the event of a significant change in an essential characteristic of the travel service or a deviation from the customer's special requirements that have become part of the „contract“, the customer is entitled to either accept the change within a reasonable period set by Belvilla at the same time as notification of the change or to withdraw from the „rental contract“ free of charge or to request participation in a replacement trip if Belvilla has offered such a trip. The customer has the choice of responding to Belvilla's message or not. If the customer reacts to Belvilla, then the customer can either agree to the change in the contract, request participation in a replacement trip, if one has been offered, or withdraw from the contract free of charge. If the customer does not react to Belvilla or does not react within the set deadline, the notified change is considered accepted.

The customer is on this in the declaration according to section 6.3. in a clear, understandable and highlighted manner.

**6.5** Possible warranty claims remain unaffected, as far as the changed services are defective. If Belvilla had lower costs for the implementation of the changed tour or replacement tour with equivalent quality, the customer shall be reimbursed the difference amount accordingly.

## 7. CANCELLATION BY THE TRAVELER BEFORE THE START OF THE JOURNEY / CANCELLATION FEES

**7.1** The customer can withdraw from the „rental contract“ at any time before the start of the journey. The resignation must be declared to Belvilla. If the trip was booked through a travel agent, the withdrawal can also be declared to this agent. The customer is recommended to declare the withdrawal on a permanent data carrier.

**7.2** If the customer withdraws before the start of the trip or if the customer does not start the trip, Belvilla loses the right to the Total Amount. Instead, Belvilla can demand appropriate compensation if he is not responsible for the withdrawal or if there are no exceptional circumstances at the destination or in its immediate vicinity. Circumstances are unavoidable and extraordinary if they are not under the control of Belvilla and their consequences could not have been avoided even if all reasonable precautions had been taken.

The cancellation fees are set out in clause 7.4. The following fixed rates also take into account the period between the declaration of withdrawal and the start of the vacation.

**7.3** Cancellation fees are also to be paid if a tour participant does not arrive at the respective departure airport or place of departure in time at the times stated in the travel documents or if the tour is not commenced due to lack of travel documents, e.g. passport or necessary visas, for which Belvilla is not responsible.

**7.4** The flat-rate claim for cancellation fees is per person/per accommodation unit in case of cancellation:

### 7.4.1 General fees:

#### Holiday apartments/houses/apartments, caravan parks, facilities

up to the 46th day before departure	25%
from the 45th day before departure	50%
from the 35th day before departure up to the day of departure or, in case of non-departure, 80% of the price of the trip	

**7.5** Belvilla reserves the right to demand a **higher, individually calculated compensation** instead of the above-mentioned flat rates, if Belvilla proves that he has incurred significantly higher expenses than the applicable flat rate. In this case, Belvilla is obliged to specifically quantify and substantiate the demanded compensation, taking into account the saved expenses and any other use of the travel services.

**7.6** Belvilla will refund the Total Amount minus the cancellation costs (if any) within 14 days after receipt of the declaration of withdrawal.

**7.7** Your right to provide a replacement participant within a reasonable period of time before the start of the tour by means of a declaration on a permanent data carrier (see below section 8.2)

remains unaffected by the above conditions. Such a declaration is in any case in time if it is received by Belvilla not later than seven days before the tour starts.

## 8. REBOOKING, REPLACEMENT PERSON

**8.1** Upon your request, Belvilla will, as far as practicable, make changes to the confirmation (**rebooking**) up to the 46th day prior to departure. Rebookings are e.g. changes of the travel date, destination, place of departure or accommodation. A separate fee of € 50 per person will be charged. Additional costs incurred by service providers will be charged separately. Therefore, please make sure that your name is correctly spelled according to your passport. Furthermore, the following applies: In case of a change of accommodation (except for changes within the booked accommodation) or the travel date, the for the changed services will be completely recalculated on the basis of the then valid prices and conditions. In the event of a change within the booked accommodation (e.g. change of room category, type of catering or room occupancy of the booked room), the price for the changed services will be recalculated on the basis of the prices and conditions previously underlying the booking. Changes after the above-mentioned deadlines as well as changes beyond the period of validity of the description of services on which the booking is based (section 1.1) can only be made after withdrawal from the travel contract under the conditions of section 7.4 with simultaneous new registration.

**8.2** Within a reasonable period of time prior to the commencement of the travel, the traveler can declare on a permanent data carrier that a third party has entered into his/her rights and obligations under the travel contract. The declaration is in any case in time if it is received by Belvilla at the latest seven days before the start of the holiday. Belvilla can object to the entry of the third party instead of the traveler if the third party does not fulfill contractual travel requirements. If a third party takes the place of the registered participant, Belvilla is entitled to charge a flat rate of € 10 for the processing costs incurred by the third party for the participation of the replacement person. Additional costs actually incurred by service providers will be charged separately. Belvilla must provide the traveler with proof of the amount of additional costs incurred by the third party. The traveler is at liberty to provide evidence of costs not incurred or significantly lower costs incurred due to the entry of the third party. The registered participant and the replacement person are jointly and severally liable for the Total Amount and the costs incurred by the entry of the replacement person.

## 9. TRAVEL INSURANCE

Belvilla recommends the conclusion of a comprehensive travel insurance package, in particular including a travel cancellation insurance (which can also be booked separately) as well as an insurance to cover repatriation costs in case of accident or illness. Please note the special offers in the respective service descriptions. Details of the insurance cover can be found following these travel conditions or can be obtained from your sales office.

## 10. WITHDRAWAL AND CANCELLATION

## BY BELVILLA

**10.1** Belvilla can cancel the „rental contract“ without notice if the execution of the trip is permanently disturbed by the traveler despite a corresponding warning by Belvilla. The same applies if a traveler behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. However, Belvilla retains the claim to the trip price. Possible additional costs for the return transport are borne by the person causing the disturbance. However, Belvilla must have the value of saved expenses as well as those advantages credited to him, which are obtained from another use of services not taken up, including possible reimbursements by service providers.

**10.2** Belvilla can withdraw from the contract before the start of the trip if it is prevented from fulfilling the contract due to unavoidable, exceptional circumstances; in this case Belvilla has to declare the withdrawal immediately after it has learned of the reason for withdrawal. If Belvilla withdraws from the contract, it loses the claim to the agreed Total Amount.

**10.3** Travel information from the German Foreign Office can be obtained on the website „www.auswaertiges-amt.de“ and by calling (030) 5000-2000.

## 11. NOTIFICATION OF DEFECTS, REMEDY, PRICE REDUCTION, TERMINATION

**11.1** If a travel service is not provided or not free of travel defects, the traveler can demand remedy. Belvilla can refuse the remedy if it is impossible or associated with disproportionate costs.

**11.2** The traveler can demand a reduction of the Total Amount if travel services have not been provided free of travel defects, and he did not culpably omit to report the defect immediately (without culpable hesitation). The rights resulting from a reduction of the Total Amount expire differently within six months. For the beginning of the limitation period §199 paragraph 1 BGB applies.

**11.3** If Belvilla is unable to remedy the situation due to a culpable omission to report defects, the traveler can neither claim a reduction nor compensation.

**11.4** If a trip is considerably impaired by a tour deficiency and Belvilla does not provide remedy within a reasonable period of time, the traveler can terminate the „rental contract“ - in his own interest and for reasons of preservation of evidence, written form is recommended. It is only not necessary to set a deadline for remedy if remedy is refused by Belvilla or if immediate remedy is necessary.

## 12. COMPENSATION FOR DAMAGES

**12.1** In the event of a deficiency, the traveler is entitled to claim damages without prejudice to the reduction of the trip price (reduction) or cancellation, unless the deficiency is the fault of the traveler, is the fault of a third party who is neither a service provider nor is otherwise involved in the provision of the travel services covered by the contract and was not foreseeable or unavoidable for Belvilla or was caused by unavoidable, exceptional circumstances. He can

also demand appropriate compensation in money for uselessly spent vacation time if the trip is thwarted or significantly impaired.

### 12.2 Limitation of liability

The liability of Belvilla for damages, which are not bodily injuries, is limited to three times the Total Amount, as far as the damage is not culpably caused by the traveler.

### 12.3 Tort claims for damages

For all claims for damages against Belvilla arising from tort, which are not based on intent or gross negligence, the liability for property damage is limited to three times the Total Amount. These maximum liability sums apply per traveler and trip.

**12.4** Belvilla is not liable for service disruptions, personal injury and property damage in connection with services which are merely brokered as external services (e.g. excursions, sporting events, theater visits, exhibitions, transport services from and to the advertised departure and destination), if these services are expressly and with the name of the brokered contractual partner so clearly identified as external services that they are recognizable to the traveler as not being part of the tour. A claim for damages against Belvilla is limited or excluded insofar as, due to international agreements or legal regulations based on such agreements, which are applicable to the services to be provided by a service provider, a claim for damages against the service provider can only be asserted under certain conditions or restrictions or is excluded under certain conditions.

**12.5** You are responsible for your own participation in sports and other vacation activities. You should check sports facilities, equipment and vehicles before using them. Belvilla is only liable for accidents that occur during sports events and other vacation activities if he is at fault. Belvilla recommends that you take out accident insurance.

### 12.6 Duty to cooperate, complaints

**12.6.1** In the event of service disruptions, each traveler is obligated to cooperate within the framework of the legal provisions in order to **avoid or minimize possible damages**.

**12.6.2** If, contrary to expectation, you have reason for complaint, this must be immediately reported on the spot to our tour guide as defined in clause 5.3 sentence 1 or to the contact person in the in accordance with section 5.3 sentence 2 and to demand remedy. If the tour guide or your contact person is not available, please contact the local service provider, Belvilla (contact details see below at the end) or its local representative or your travel agent. You will find the necessary telephone numbers, fax numbers and e-mail addresses in your travel plan or in the service description (section 1.1). Guests of vacation apartments / houses / apartments must request immediate remedy from the **contact person** indicated in your travel plan.

**12.6.3** **Tour guides are not entitled to acknowledge any claims.**

### 12.7 Statute of limitations

The traveler's claims for damages become time-barred within six months. For the start of the

limitation period, § 199 para. 1 BGB applies. The Belvilla's statutory claims for compensation due to change or deterioration of the items given to the customer in the course of the tour expire six months after the end of the tour.

## 13. CONSUMER DISPUTE RESOLUTION/OS PLATFORM AND ASSIGNMENT

**13.1** Consumer dispute resolution / OS platform Belvilla currently does not participate in any - for it voluntary - alternative dispute resolution proceedings under the Consumer Dispute Resolution Act. Therefore, neither such a procedure nor the platform for online settlement of consumer disputes (OS platform) provided by the EU Commission under [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/) can be used by our customers.

**13.2** The assignment of claims against Belvilla is excluded. This does not apply among accompanying family members or fellow travelers of a jointly registered group.

## 14. PASSPORT, VISA, DUTY, CURRENCY AND HEALTH REGULATIONS

**14.1** Belvilla will inform the customer/ traveler about general passport and visa requirements as well as health police formalities of the country of destination including the approximate periods for obtaining necessary visas before conclusion of the contract as well as, if necessary, until the start of the tour about possible changes.

**14.2** The traveler is responsible for compliance with all regulations important for the execution of the tour. All disadvantages, in particular the payment of cancellation costs arising from non-compliance with these regulations, shall be borne by the traveler, except if they are caused by culpable misinformation or failure to inform Belvilla.

**14.3** Belvilla is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation if you have commissioned him to procure them, unless Belvilla is responsible for the delay. In order to obtain visas etc. from the relevant authorities, you must reckon with an approximate period of time of about 8 weeks.

**14.4** Please find out whether a passport is required for your trip or whether the identity card is sufficient for your trip and please make sure that your passport or identity card has a sufficient period of validity for the trip. Children require their own travel documents.

**14.5** Customs and foreign exchange regulations are very strictly enforced in various countries. Please inform yourself carefully and follow the regulations without fail.

## 15. DATA PROTECTION

The personal data you provide us with will be electronically processed and used to the extent necessary for the execution of the contract. All your personal data will be processed according to German and European data protection laws. Further information on how we handle your data can be found in our privacy policy at: [www.tui-ferienhaus.de/Datenschutz](http://www.tui-ferienhaus.de/Datenschutz)

## 16. GENERAL INFORMATION

The invalidity of individual provisions of the „rental contract“ shall not result in the invalidity of the entire contract. The same applies to the present travel conditions.

**These travel conditions and references apply to Belvilla  
Belvilla AG,  
Flurstrasse 55  
8048 Zurich, Switzerland  
Commercial register: CHE - 354.410.263**

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**BELVILLA AG IS A LICENSEE  
OF THE TUI BRAND.**