

Terms of Mediation Accommodation Service

Please note the following Terms of mediated services. They govern the legal relationship between you and us, the Lübeck and Travemünde Marketing GmbH (hereinafter referred to as LTM) and partly the legal relationship between you and the owner. These terms of mediated services are not only part of the mediation contract between you and us but also of our contractual mediation relationship between you and the owner/ innkeeper. They do not apply to contracts that are concluded with the LTM as a tour operator of a package tour program.

1. Subject of mediation

The LTM shall arrange overnight accommodation services and other required services via an electronic reservation system.

With this activity, the LTM does not provide its own services, but rather it liaises the services on behalf and for the account of third companies, hereinafter referred to as service providers. The contract for the booked service is concluded only between the customer and the service provider. The mediation contract is the only contract concluded between LTM and the customer.

The scope of the mediated service is specified by the reservation confirmation. Subsidiary agreements that change the scope of the contractual service require express written confirmation to become effective.

2. Reservation and conclusion of contract

2.1.

On registering with LTM, the service provider offers to conclude a rental or accommodation contract for you and a mediation contract for LTM, taking into account the terms of mediation.

2.2.

The registration can be done in writing, orally, by telephone or electronically. This is done by the registering party on behalf of all the participants listed in registration. If the registering party does not want to register on behalf of another person, he can make registrations that pertain only to him.

2.3.

The contracts referred to in section 2.1 come into force on being accepted by the LTM. The acceptance takes place in the form of a reservation confirmation.

2.4

If the content of the reservation confirmation should deviate from the contents of the registration, LTM makes a new offer, to which the LTM is bound for a period of 10 days. The contracts are based on this new offer if these are accepted within the binding period of LTM.

2.5

The provision in section 2.4 applies mutatis mutandis, provided LTM submits to you a written offer for the conclusion of contracts upon your telephonic, written or electronic request.

2.6

The data provided to LTM shall be

protected in compliance with the legal requirements. The data is processed only for the purpose of mediation services.

2.7

If you do not receive the terms for mediation of LTM during the telephonic registration, we shall send them to you with the reservation confirmation. If you do not raise an objection to this immediately within 10 days of receipt – for last minute registrations, that is 10 days before departure, – the mediation contract for these mediation terms shall become effective.

3. Payment and settlement for overnight accommodation services

3.1

The agreed overnight accommodation fee is payable by you directly to the owner.

The sum to be paid by you as fee is stated in the reservation confirmation.

3.2

You are obliged to inform the owner if you arrive or are expected to arrive after 6 pm. Failing which the overnight accommodation may be cancelled. Section 4 remains unaffected.

4. Withdrawal / Cancellation

4.1

You can withdraw the contract at any time. The withdrawal must be declared under specification of your registration number. It is essential that LTM should receive the withdrawal. We advise you to notify the withdrawal in writing. The onus to prove that the LTM has received your withdrawal notice lies with you.

4.2

If you withdraw from the contract or do not use the reserved room, the service provider is entitled to demand compensation for the expenses incurred by him and the LTM can claim charges for their mediation services.

In calculating the refund for the owner, the usual expenses saved and the income received from renting the room to other parties must be considered.

The LTM can fix a lump sum refund for their mediation services and the costs incurred by your cancellation at a total of € 15.00 per booking. The LTM is at a liberty to charge higher costs to the extent such costs can be substantiated.

The aforementioned costs shall be invoiced to you immediately and are payable without delay.

5. Warranty / Liability

5.1.

The LTM is only an intermediary of third-party services and is not liable for the proper execution of the procured services. The LTM is not liable for non-performance or improper performance of the owner's obligations, unless LTM is guilty of intent or gross negligence.

All claims and obligations resulting from the accommodation contract must be enforced and performed exclusively in the relationship between you and the owner.

5.2.

The liability of the LTM from the breach of its own obligations is limited to intent and gross negligence. The above exclusions do not apply to damages resulting from injury to life, limb or health based on a negligent breach of duty of the user or intentional or negligent breach of duty by a legal representative or agent of the user and to damages based on a gross negligent breach of duty of the user or intentional or gross negligent breach of duty by a legal representative or agent of the user.

5.3

We are not taking part in a dispute settlement procedure in front of a consumer conciliation board according to the consumer conciliation act.

6. Rental Conditions

6.1.

The accommodation has been provided to you for personal use only. Commercial use is not permitted.

6.2

You are obliged to treat the rooms and the inventory with care. Damages incurred by a wrongful use are to be remedied by you.

6.3

Items brought by you are not considered as items brought within the meaning of § 701 BGB. Compensation claims against the owner or the LTM are excluded, unless they are responsible for the loss or destruction of items of the tenant due to intentional or gross negligence. You are responsible for safeguarding your belongings from loss and destruction.

7. Place of jurisdiction

Claims against LTM must be directed to its registered office. For claims by LTM against you, your place of residence shall be decisive, unless the claim is directed against traders or those who move their domicile or habitual residence abroad after conclusion of the contract, or whose domicile or habitual residence at the time of action is not known. In these cases, the registered office of the LTM is decisive.

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General terms and conditions: July 2017