

Dear foreign guests,
the following translation serves service purposes only and enables you to gain a better understanding of them.
Only the German version is legally authoritative.

The following agency and guest accommodation conditions apply to contracts for accommodation with hosts in the Zeller Land holiday region and their mediation by Zeller Land Tourismus GmbH!

Brokerage and guest accommodation conditions of the hosts in the Zeller Land holiday region

Zeller Land Tourismus GmbH, hereinafter abbreviated to "ZLT", brokers accommodation from hosts and private landlords (hotels, guesthouses, guesthouses, holiday rooms and holiday flats), hereinafter uniformly referred to as "hosts", in the Zeller Land holiday region in accordance with the current offer. The following terms and conditions, insofar as they have been effectively agreed, form part of the guest accommodation contract concluded between the guest and the host in the event of a booking and, in addition to the statutory provisions, govern the contractual relationship between the guest and the host and the agency activities of ZLT. **Please read these terms and conditions carefully.**

1. position of the ZLT, scope of these guest accommodation conditions

1.1 The following applies to all contracts concluded:

- a)** ZLT is the operator of the respective websites or publisher of corresponding host directories, catalogues, flyers or other print media and online presences, insofar as it is expressly designated as the publisher/operator there.
- b)** Insofar as ZLT arranges other services of the Host (accommodation, catering and the Host's own ancillary services) which do not account for a significant proportion of the total value of the Host's services and which neither represent an essential feature of the Host's or ZLT's own range of services nor are advertised as such, ZLT merely acts as an intermediary.
- c)** As an intermediary, ZLT has the status of an agent or provider of linked travel services, insofar as the requirements for an offer of linked travel services by ZLT are met in accordance with the statutory provisions of Section 651w BGB.
- d)** Irrespective of ZLT's obligations as a provider of associated travel services (in particular handing over the legally required form and carrying out customer money protection in the event of ZLT's collection activities) and the legal consequences of non-fulfilment of these legal obligations, ZLT is neither a tour operator nor a contractual partner of the guest accommodation contract concluded in the event of a booking if the conditions under b) or c) are met. ZLT is therefore not liable for the information provided by the host regarding prices and services, for the provision of the service itself or for any deficiencies in the service.

1.2 These Guest Accommodation Terms and Conditions apply, insofar as they have been effectively agreed, to all guest accommodation contracts for which the basis of the booking is the host directory published by ZLT, or for bookings based on the corresponding offers on the Internet.

1.3 The Hosts reserve the right to agree other terms and conditions of accommodation with the Guest in individual cases or provisions that deviate from or supplement the following terms and conditions of accommodation.

2. Conclusion of contract, travel agents, information in hotel guides; note on the non-existence of certain cancellation rights

2.1 With the booking, the guest offers the host the binding conclusion of the accommodation contract, if necessary after prior non-binding information from the host about his accommodation and its current availability. This offer is based on the description of the accommodation and the supplementary information in the booking basis (e.g. location description, classification

explanations), insofar as these are available to the guest at the time of booking.

2.2 The Guest may make a booking using any of the booking methods offered by the Host, i.e. verbally, in writing, by telephone, fax or e-mail.

2.3 The contract is concluded upon receipt of the declaration of acceptance (booking confirmation) from the Host or ZLT as its representative. The declaration of acceptance does not require any particular form, so that verbal and telephone confirmations are also legally binding for the guest and the host.

2.4 In accordance with the statutory obligations, the guest is advised that, in accordance with the statutory provisions (Section 312g (2) sentence 1 no. 9 BGB), there is no right of cancellation for guest accommodation contracts concluded by distance selling (letters, catalogues, telephone calls, e-mails, messages sent via mobile phone service (SMS) or similar) or outside business premises, but only the statutory provisions on the non-use of rental services (Section 537 BGB) apply (see also Section 6 of these Guest Accommodation Terms and Conditions).

2.5 As a rule, the Host shall send a written copy of the booking confirmation to the Guest in the case of verbal or telephone bookings. However, the legal validity of the accommodation contract for such bookings does not depend on receipt of the written copy of the booking confirmation.

2.6 Insofar as the host, or ZLT as its agent, offers the possibility of a binding booking and arrangement of the accommodation by way of electronic contract conclusion via an internet platform, the following applies to this contract conclusion:

a) The online booking process is explained to the customer by means of appropriate instructions. Only the German language is available as the contract language.

b) The customer can correct or delete individual details or reset the entire online booking form at any time via a correction option, which is explained to him in the booking process.

c) After completing the selection of the accommodation services requested by the customer and entering their personal data, the entire data including all essential information on prices, services, additional services booked and any travel insurance booked is displayed. The customer has the option of cancelling the entire booking or making a new one.

d) By clicking the 'Book with obligation to pay' button, the customer makes a binding offer to the host to conclude the guest accommodation contract. If the host or ZLT as the agent receives a booking confirmation within the binding period, clicking on this button leads to the conclusion of a binding guest accommodation contract. By making the online booking and clicking the 'Book with obligation to pay' button, the customer shall not be entitled to the conclusion of a guest accommodation contract. The host is free to accept or reject the customer's contractual offer (booking).

e) If no booking confirmation is made in real time (the booking confirmation is made immediately after the guest has made the booking by confirming the button 'book subject to payment' by displaying the booking confirmation on the screen), the host or the ZLT as an intermediary shall immediately confirm receipt of the booking to the customer electronically. This confirmation of receipt does not constitute a booking confirmation and does not constitute a claim to the conclusion of the guest accommodation contract in accordance with the customer's booking request.

f) The guest accommodation contract shall be concluded upon receipt of the booking confirmation by the customer, which the host or ZLT as agent shall send to the customer by email, fax or post in the form specified in the booking process.

2.7 If the content of the booking confirmation differs from the content of the booking, this constitutes a new offer from the host. The contract is concluded on the basis of this new offer if the guest declares acceptance by means of an express declaration, down payment or final payment or by making use of the accommodation.

2.8 Travel agents and booking offices are not authorised to make agreements, provide information or give assurances that change the agreed content of the contract, go beyond the services contractually promised by the Host or contradict the Host's description of accommodation and services.

2.9 Information in hotel guides and similar directories that are not published by ZLT or the Host are not binding for the Host and its obligation to provide services, unless they have been made part of the Host's obligation to provide services by express agreement with the Guest.

3. Non-binding reservations

3.1 Reservations that are non-binding for the guest, from which the guest can cancel free of charge, are only possible if expressly agreed with ZLT or the host.

3.2 If no non-binding reservation for the guest has been expressly agreed, the booking in accordance with Section 2 (Conclusion of contract) of these terms and conditions shall generally result in a legally binding contract for the host and the guest/client.

3.3 If a non-binding reservation has been agreed for the Guest, the desired accommodation shall be held bindingly available for the Host for booking by the Guest until the agreed time. The guest must inform ZLT or the host by this time if the reservation is to be treated as a binding booking for the guest. If this is not done, the reservation is cancelled without any further obligation to notify ZLT or the host. If the notification is made in due time, a legally binding guest accommodation contract is concluded for the host and the guest upon receipt by the host.

4 Prices and services, rebookings

4.1 The prices stated in the booking basis (host directory, host's offer, Internet) are final prices and include statutory VAT and all ancillary costs, unless otherwise stated with regard to ancillary costs. Tourist tax and charges for consumption-based services (e.g. electricity, gas, water, firewood) and for optional and additional services that are only booked or utilised on site may be incurred and shown separately.

4.2 The services owed by the Host result exclusively from the content of the booking confirmation in conjunction with the valid brochure or the property description as well as from any supplementary agreements expressly made with the Guest/Client. The guest/client is advised to make supplementary agreements in writing.

4.3 For rebookings (changes regarding the type of accommodation, the arrival and departure dates, the length of stay, the type of catering, additional services booked and other supplementary services), for which there is no legal entitlement, the host may charge a rebooking fee of € 15 per change. This does not apply if the change is only minor.

5. Payment

5.1 The due date of the down payment and final payment shall be based on the agreement made between the guest or the client and the host and noted in the booking confirmation. If no special agreement has been made, the entire accommodation price, including the charges for ancillary costs and additional services, is due for payment at the end of the stay and must be paid to the Host.

5.2 The host may demand a deposit after the conclusion of the contract. Unless otherwise agreed in individual cases, this shall amount to 15% of the total price of the accommodation service and any additional services booked.

5.3 Payments in foreign currencies and by crossed cheque are not possible. Credit card payments and EC card payments are only possible if this has been agreed or is generally offered by the host in a notice. Payments at the end of the stay cannot be made by bank transfer.

5.4 If the Guest fails to make an agreed down payment and/or final payment or fails to make it in full within the specified period despite a reminder from the Host setting a reasonable deadline, the Host shall be entitled to withdraw from the contract with the Guest and to charge the Guest cancellation costs in accordance with Section 6 of these Terms and Conditions, provided that the Host is willing and able to provide the contractual services and provided that the Guest has no statutory or contractual right of set-off or retention. The Host shall not be entitled to these rights if the Guest is not responsible for the delay in payment.

6 Cancellation and no-show

6.1 In the event of cancellation or no-show, the Host shall remain entitled to payment of the agreed price of the stay, including the catering portion and the charges for additional services. This shall not apply if the guest has been granted a right of cancellation free of charge by the host in individual cases and the host receives the guest's declaration of the exercise of this right of cancellation free of charge, which does not require any particular form, in due time.

6.2 The Host shall endeavour to find another use for the accommodation within the scope of its normal business operations, without any obligation to make special efforts and taking into account the special nature of the booked accommodation (e.g. non-smoking rooms, family rooms).

6.3 The Host shall take into account any other occupancy and, if this is not possible, any expenses saved.

6.4 The Host may set flat-rate compensation taking into account the period between the cancellation notice and the start of occupancy and taking into account the expected savings in expenses and the expected income from alternative use of the accommodation. The applicable flat-rate compensation shall be specified in the offer and in the booking confirmation. Insofar as no flat-rate compensation is specified in the offer and in the booking confirmation, the compensation shall be calculated as follows in accordance with the percentages recognised by case law for the assessment of saved expenses, taking into account any amounts to be offset in accordance with Section 6.3. and in each case in relation to the total price of the accommodation services (including all ancillary costs), but without taking into account any public charges such as tourist tax or visitor's tax:

- **90 % for holiday apartments/accommodation without meals**

- **80 % for bed and breakfast**

- **70 % for half board**

- **60 % for full board**

6.5 The guest/client expressly reserves the right to prove to the host that the expenses saved are significantly higher than the deductions taken into account above, or that the accommodation services or other services have been used for other purposes. In the event of such proof, the guest or the client shall only be obliged to pay the correspondingly lower amount.

6.6 The conclusion of travel cancellation insurance is strongly recommended.

6.7 For technical booking reasons, the cancellation notice must be sent to ZLT (not to the Host) for online bookings via the deskline 3.0 booking and reservation system and should be made in writing in the interests of the Guest. In the case of direct bookings with the host, the cancellation notice must be sent to the host.

7. Arrival and departure

7.1 The arrival of the guest must take place at the agreed time, without special agreement, by 18:00 at the latest.

7.2 The following applies to later arrivals:

The guest is obliged to inform the host by the agreed arrival time at the latest if he/she is arriving late or, in the case of stays lasting several days, does not wish to move into the booked accommodation until the following day. If no notification is given in due time, the host shall be entitled to book the accommodation elsewhere. For the period of non-occupancy, the provisions in Section 6 apply accordingly. If the guest notifies the host of a later arrival, the guest shall pay the agreed remuneration, less any expenses saved by the host in accordance with Sections 6.4 and 6.5, also for the period of occupancy not utilised, unless the host is contractually or legally responsible for the reasons for the later occupancy.

7.3 The guest's accommodation must be vacated at the agreed time, without special agreement by 12:00 noon on the day of departure at the latest. If the accommodation is not vacated on time, the

Host may demand a corresponding additional fee. The host reserves the right to claim further damages.

8. Obligations of the customer to report defects, bringing animals, cancellation by the host

8.1 The guest is obliged to notify the host immediately of any defects and faults and to demand remedial action. A notification of defects made only to ZLT is not sufficient. If the notification of defects is culpably omitted, the guest's claims against the host may be cancelled in whole or in part.

8.2 The guest may only cancel the contract in the event of significant defects or disruptions. The guest must first set the host a reasonable period of time to remedy the defect as part of the notification of defects, unless the remedy is impossible, is refused by the host or the immediate cancellation is objectively justified by a special interest of the guest that is recognisable to the host or the continuation of the stay is objectively unreasonable for the guest for such reasons.

8.3 The following applies to the bringing of pets:

Pets may only be brought and accommodated in the accommodation if this has been expressly agreed and if the Host provides for this possibility in the accommodation description. Within the scope of such agreements, the guest is obliged to provide truthful information about the type and size of the pet.

Violations of this obligation may entitle the host to extraordinary cancellation of the accommodation contract. The unannounced presence of pets or incorrect information about the type and size of the accommodation shall entitle the Host to refuse the Guest the use of the accommodation, to terminate the accommodation contract and to charge cancellation costs in accordance with Clause 6 of these Terms and Conditions.

8.4 The Host may terminate the accommodation contract without notice if the Guest persistently disrupts the Host's business or the execution of the stay despite a warning from the Host or if the Guest behaves in such a manner contrary to the contract that the immediate cancellation of the contract is justified. If the host cancels the contract, the above provisions on the obligation to pay in the event of cancellation by the guest shall apply accordingly to the host's claim for payment.

9. Limitation of liability

9.1 The Host's liability under the accommodation contract in accordance with Section 536a BGB for damages that do not result from the breach of a material obligation, the fulfilment of which is essential for the proper performance of the accommodation contract or the breach of which jeopardises the achievement of the purpose of the contract or from injury to life, limb or health, is excluded, unless they are based on an intentional or grossly negligent breach of duty by the Host or a legal representative or vicarious agent of the Host.

9.2 Any liability of the host for items brought into the accommodation in accordance with §§ 701 ff. BGB remains unaffected by this provision.

9.3 The Host shall not be liable for disruptions to services in connection with services that are recognisably provided to the Guest/Client during the stay as third-party services (e.g. sporting events, theatre visits, exhibitions, etc.). The same applies to third-party services that are already arranged by the host together with the booking of the accommodation, insofar as these are expressly labelled as third-party services in the advertisement or the booking confirmation.

10. Limitation period

10.1 Contractual claims of the guest/client against the host from the accommodation contract or the ZLT from the agency contract arising from injury to life, body or health, including contractual claims for compensation for pain and suffering, which are based on their negligent breach of duty or an intentional or negligent breach of duty by their legal representatives or vicarious agents, shall become statute-barred after three years. This also applies to claims for compensation for other damages that are based on a grossly negligent breach of duty by the host or ZLT or on a wilful or grossly negligent breach of duty by their legal representatives or vicarious agents.

10.2 All other contractual claims are subject to a limitation period of one year.

10.3 The limitation period in accordance with the above provisions shall commence at the end of the year in which the claim arose and the guest/client becomes aware of the circumstances giving rise to the claim and the host or ZLT as the debtor becomes aware of them or should have become aware of them without gross negligence. If the last day of the period falls on a Sunday, a public holiday recognised by the state at the place of declaration or a Saturday, the next working day shall take the place of such a day.

10.4 If negotiations are pending between the guest and the host or the ZLT regarding asserted claims or the circumstances justifying the claim, the limitation period shall be suspended until the guest or the host or the ZLT refuses to continue the negotiations. The aforementioned limitation period of one year shall commence at the earliest 3 months after the end of the suspension.

11. Special provisions in connection with pandemics (in particular the coronavirus)

11.1 The parties agree that the agreed services will always be provided by the respective host in compliance with and in accordance with the official regulations and requirements applicable at the time of travel.

11.2 The traveller agrees to observe appropriate usage regulations or restrictions of ZLT when using services and to inform the host immediately in the event of typical symptoms of illness occurring.

11.3 The above provisions shall not affect any warranty rights of the guest, in particular under Section 536 BGB.

12. information on alternative dispute resolution organisations; choice of law and place of jurisdiction

12.1 With regard to the Consumer Dispute Resolution Act, the Host and the ZLT point out that participation in consumer dispute resolution is not mandatory for the Host and the ZLT at the time of publication of these Guest Accommodation Terms and Conditions and that the Host and the ZLT do not participate in voluntary consumer dispute resolution. If and to the extent that consumer dispute resolution would be mandatory for the host and/or the ZLT, they shall inform the guest/consumer concerned accordingly in an appropriate form..

12.2 The contractual relationship between the guest or client and the host or ZLT shall be governed exclusively by German law. The same applies to other legal relationships.

12.3 Insofar as German law is not applied in the case of admissible actions by the guest or the client against the host or the ZLT abroad for their liability on the merits, German law shall apply exclusively with regard to the legal consequences, in particular with regard to the type, scope and amount of claims of the guest/customer.

12.4 The guest or the client can only sue the host or the ZLT at their registered office.

12.5 The customer's place of residence shall be decisive for legal actions brought by the host or ZLT against the guest or client. For legal actions against guests or clients who are merchants, legal entities under public or private law or persons who have their place of residence/business or habitual abode abroad, or whose place of residence/business or habitual abode is not known at the time the action is filed, the place of jurisdiction shall be the registered office of the host.

12.6 The above provisions shall not apply if and to the extent that non-mandatory provisions of the European Union or other international provisions are applicable to the contract.

Important note on the right of cancellation!

Please note that in the case of guest accommodation contracts (contracts for accommodation in hotels, guesthouses, holiday flats, holiday rooms, on campsites or in other accommodation facilities) there is no right of cancellation (i.e. no free right of withdrawal) in accordance with the statutory provisions. After conclusion of the contract, unless a free right of withdrawal has been expressly agreed, there is therefore only the possibility of withdrawal or cancellation subject to a charge in accordance with the host's terms and conditions (insofar as these have been effectively agreed) or in accordance with the statutory provisions.

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The following terms and conditions for the brokerage of travel services ('Terms and Conditions of Brokerage') apply to the brokerage of individual travel services (accommodation, admission tickets, experiences etc.), the brokerage of combined travel services and the brokerage of package holidays by Zeller Land Tourismus GmbH!

Scope of application of these terms and conditions; subdivision into sections A, B and C

The following terms and conditions, if effectively agreed, become the content of the agency and brokerage contract concluded between you (hereinafter referred to as the customer or traveller) and Zeller Land Tourismus GmbH, hereinafter abbreviated to 'ZLT', in the event of a booking. They supplement the statutory provisions of §§ 675 - 631 BGB (German Civil Code) and, in the case of the arrangement of package holidays or associated travel services, §§ 651 a - y BGB (German Civil Code) and Articles 250 and 251 of the EGBGB (Introductory Act to the German Civil Code) and complete these. Please read these terms and conditions carefully before making your booking!

With regard to the different types of travel service brokerage regulated by law and package holidays depending on the type of travel service arranged, these Agency Terms and Conditions are divided into 3 sections.

The exclusive regulations for the brokerage of

A) a single travel service or several travel services of a single type of travel service can be found in **section A** of these terms and conditions

B) of combined travel services can be found in **Section B** of these Terms and Conditions

C) a package holiday can be found in **Section C** of these Terms and Conditions.

Section A: Regulations for the arrangement of a single travel service or several travel services of a single type of travel service

The provisions of this Section A on the arrangement of a single travel service or several travel services of a single type of travel service within the meaning of Section 651a (3) sentence 1 BGB (new version) apply exclusively if the travel service arranged is neither part of linked travel services in accordance with Section B nor part of a package holiday in accordance with Section C. In this case, no information by means of a form is required by law. In this case, informing the customer by means of a form is not required by law.

1. conclusion of contract, legal regulations: Note on the non-existence of certain cancellation rights

1.1 The contract for the procurement of travel services is concluded between the customer and ZLT upon acceptance of the customer's procurement order by ZLT. The order and acceptance do not require any particular form.

1.2 If the order is placed electronically (e-mail, Internet), ZLT shall confirm receipt of the order electronically without delay. This confirmation of receipt does not constitute confirmation of

acceptance of the brokerage order.

1.3 The mutual rights and obligations of the customer and ZLT arise from the contractual agreements made in the individual case, these terms and conditions and the statutory provisions, in particular Sections 675, 631 et seq. BGB on the provision of services for consideration.

1.4 The rights and obligations of the customer vis-à-vis the contractual partner of the procured service shall be governed exclusively by the agreements made with the latter, in particular - insofar as effectively agreed - the latter's terms and conditions of travel or business. In the absence of any special agreement or reference, the conditions of carriage and fare regulations issued by the competent transport authority on a statutory basis or on the basis of international agreements shall apply to transport services.

1.5 ZLT points out that according to the statutory provisions (§ 312g paragraph 2 sentence 1 number 9 BGB), there is no right of cancellation, even if the service contract was concluded by means of distance selling or outside of business premises. The customer's other statutory rights of cancellation and termination remain unaffected.

2. General contractual obligations of ZLT, information, advice

2.1 The customer will receive the best possible advice on the basis of these agency terms and conditions. Upon request, ZLT will then make the booking enquiry with the service provider. After confirmation by the service provider, the obligation to perform includes handing over the documents relating to the travel service(s) arranged. This does not apply if it has been agreed that the service provider will send the documents directly to the customer.

2.2 When providing advice and information, ZLT is liable within the framework of the law and the contractual agreements for the correct selection of the source of information and the correct forwarding to the customer. An information contract with a primary contractual obligation to provide information shall only come into existence if a corresponding express agreement has been made. ZLT is not liable for the accuracy of the information provided in accordance with Section 675 (2) BGB unless a special information contract has been concluded.

2.3 Unless expressly agreed, ZLT is not obliged to determine and/or offer the most favourable provider of the requested travel service. Contractual obligations of ZLT within the framework of 'best price guarantees' issued by ZLT remain unaffected by this.

2.4 Unless expressly agreed, ZLT does not assume any guarantee within the meaning of Section 276 (1) sentence 1 BGB with regard to information on prices, services, booking conditions and other circumstances of the travel service and no procurement guarantee within the meaning of this provision with regard to information on the availability of the services to be arranged by the agent.

2.5 ZLT only accepts special requests for forwarding to the service provider to be arranged. Unless expressly agreed otherwise, ZLT is not responsible for the fulfilment of such special requests. These are also not a condition or contractual basis for the agency order or for the customer's booking declaration to be forwarded by the agent to the service provider. The customer is advised that special requests generally only become part of the contractual obligations of the service provider upon express confirmation by the service provider.

3. documents relating to the travel services arranged

3.1 Both the customer and ZLT are obliged to check the contractual and other documents of the procured service provider relating to the travel services handed over to the customer by ZLT, in particular booking confirmations, hotel vouchers, admission tickets, insurance certificates and other documents relating to the procured travel services for correctness and completeness, in particular for conformity with the booking and the agency order.

3.2 If documents relating to the arranged travel services are not sent to the customer directly by the arranged service provider, they will be handed over by ZLT by handing them over at ZLT's business

premises or, at ZLT's discretion, by postal or electronic delivery.

4. Obligations of the customer to co-operate with ZLT

4.1 The customer must notify ZLT of any recognisable errors or deficiencies in ZLT's brokerage activities as soon as they are discovered. This includes, in particular, incorrect or incomplete personal customer data, other information, information and documents about the travel services arranged, as well as the incomplete fulfilment of agency services (e.g. bookings or reservations not made).

4.2 If no notification is made by the customer in accordance with Clause 4.1, the following shall apply:

a) If the customer fails to notify us in accordance with Clause 4.1 through no fault of his own, his claims shall not lapse.

b) Claims of the customer against ZLT shall lapse insofar as ZLT proves that the customer would not have incurred any damage or would not have incurred the amount claimed by the customer if proper notification had been made. This applies in particular if ZLT proves that immediate notification by the customer would have enabled ZLT to remedy the defect or reduce the damage, e.g. by rebooking, additional booking or cancellation with the arranged service provider.

c) Claims of the customer in the event of a failure to notify in accordance with Section 4.1 shall not lapse

- in the event of damage resulting from injury to life, limb or health due to an intentional or negligent breach of duty by ZLT or a legal representative or vicarious agent of ZLT

- in the event of claims for compensation for other damages resulting from an intentional or grossly negligent breach of duty by ZLT or a legal representative or vicarious agent of ZLT

- in the event of a breach of an essential obligation, the fulfilment of which makes the proper execution of the agency contract possible in the first place or the breach of which jeopardises the achievement of the purpose of the contract.

Liability for booking errors in accordance with § 651x BGB remains unaffected.

4.3 Any contractual and/or statutory obligation of the customer to notify the procured service provider of defects remains unaffected by Section 4.

4.4 In his own interest, the customer is requested to inform ZLT of any special requirements or restrictions with regard to the travel services requested.

4.5 If the customer provides an email address for communication, the customer agrees to email correspondence that is transport-encrypted by ZLT and undertakes to regularly check their inbox (including any existing SPAM filter) for incoming messages.

5. reimbursement of expenses, remuneration, collection

5.1 ZLT is authorised to demand payments in accordance with the service and payment terms of the service providers arranged, insofar as these have been effectively agreed between the service provider and the customer and contain legally effective payment terms.

5.2 ZLT can assert payment claims against the customer, insofar as this corresponds to the agreements between ZLT and the service provider, as the service provider's authorised collection agent, but also in its own right on the basis of the customer's statutory obligation to make advance payments as the client in accordance with Section 669 BGB.

5.3 The above provisions shall apply accordingly to cancellation costs (cancellation compensation) and other statutory or contractual claims of the procured service provider.

5.4 The customer may not offset ZLT's own payment claims by way of retention or set-off against the fact that the customer has claims against the procured service provider, in particular due to defective fulfilment of the procured contract or due to withdrawal from the procured contract. This does not apply if a culpable breach of contractual obligations on the part of ZLT is the cause or contributory cause of such claims arising or if ZLT is liable to the customer for the counterclaims asserted for other reasons.

6. Obligations of ZLT in the event of complaints by the customer against the procured service providers

6.1 Claims must be asserted against the procured service providers within certain deadlines, which may arise from the law or contractual agreements. As a rule, these deadlines are not met by asserting claims against ZLT. This also applies if the customer wishes to assert claims against both ZLT and the service provider in respect of the same travel service.

6.2 In the event of complaints or other assertion of claims against the procured service providers, ZLT's obligation is limited to providing the necessary and known information and documents, in particular the names and addresses of the procured service providers.

6.3 If ZLT undertakes - even without being obliged to do so - to forward the customer's letters of claim in compliance with deadlines, ZLT shall only be liable for timely receipt by the recipient in the event of a failure to meet the deadline caused intentionally or through gross negligence on its part.

6.4 ZLT is under no obligation to provide advice on the type, scope, amount, eligibility requirements and deadlines to be observed or other legal provisions with regard to any claims the customer may have against the service providers arranged.

7. Important information on insurance for travel services

7.1 ZLT draws the customer's attention to the possibility of taking out travel cancellation insurance at the time of booking in order to minimise the cost risk in the event of cancellation by the customer.

7.2 The customer is also advised that travel cancellation insurance does not usually cover the loss or damage that the customer may incur as a result of cancelling the use of travel services after their commencement, even if this is not their fault. As a rule, travel cancellation insurance must be taken out separately.

7.3 When arranging travel insurance, the customer is advised that the insurance conditions of the travel insurance policies arranged may contain special contractual conditions and / or obligations to co-operate on the part of the customer, in particular exclusions of liability (e.g. in the case of pre-existing conditions), deadlines for reporting claims and deductibles. ZLT is not liable insofar as it has not provided incorrect information regarding the insurance conditions and the travel insurer brokered has a right to refuse performance vis-à-vis the customer on the basis of effectively agreed insurance conditions.

8. Liability of ZLT

8.1 Insofar as ZLT has not assumed a corresponding further contractual obligation by express agreement with the customer, ZLT is only liable for the proper fulfilment of the agent's obligations. These brokerage obligations include in particular the legally effective transmission of the offer to conclude the contract with the service providers to be brokered and, in the event of acceptance of the contract offer by the service providers to be brokered, the transmission of the contract confirmation in the name and for the account of the brokered service provider.

8.2 ZLT is not liable for defects and damages incurred by the customer in connection with the travel service arranged. This does not apply in the event of an express agreement or assurance to this effect by ZLT, in particular if this deviates significantly from the service description of the service provider.

8.3 Any liability of ZLT arising from the culpable breach of intermediary obligations remains unaffected.

9. special regulations in connection with pandemics (in particular the corona virus)

9.1 Unless expressly agreed, ZLT is not obliged to inform the customer about any generally applicable regulations at the destination of the travel services in connection with pandemics (in particular the coronavirus).

9.2 The parties agree that the travel services arranged will always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions

applicable at the time of travel.

The traveller agrees to observe appropriate usage regulations or restrictions of the service providers when using travel services and to inform the tour guide and the service provider immediately in the event of typical symptoms of illness.

9.3 The statutory rights of the traveller remain unaffected by the above provisions.

10. Data protection; alternative dispute resolution; choice of law and place of jurisdiction

10.1 When initiating, concluding, processing and reversing an agency contract, ZLT collects, stores, processes and passes on data to the brokered providers of travel services in accordance with the statutory provisions. You can find out more about your rights in relation to your personal data in the privacy policy at <https://www.zellerland.de/datenschutz>.

10.2 With regard to the law on consumer dispute resolution, ZLT would like to point out that ZLT does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes obligatory for ZLT after these Intermediary Terms and Conditions go to print, ZLT will inform consumers of this in an appropriate form. For all contracts that are or were concluded before 20 July 2025 in electronic legal transactions, reference is made to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/>; the platform will be discontinued on 20 July 2025 and complaints can no longer be submitted from 21 March 2025.

10.3 For customers/travellers who are not nationals of a member state of the European Union or Swiss citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the customer/traveller and ZLT. Such customers/travellers may sue ZLT exclusively at its registered office.

10.4 For legal actions brought by ZLT against customers or contractual partners of the brokered contract who are merchants, legal entities under public or private law or persons who have their domicile or usual place of residence abroad, or whose domicile or usual place of residence is unknown at the time the action is brought, the place of jurisdiction is agreed to be the registered office of ZLT.

Section B: Regulations for the arrangement of combined travel services in accordance with Section 651w BGB

The regulations in this Section B on the arrangement of 'combined travel services' within the meaning of Section 651w BGB apply exclusively if ZLT issues the form on the arrangement of combined travel services. In this form, the customer is informed that no package holiday is booked when another travel service is booked with the agent, but that linked travel services are created when the second contract is concluded.

1. payments for associated travel services

1.1 ZLT may only accept payments from the traveller for remuneration for associated travel services if ZLT has ensured that these will be reimbursed to the traveller, insofar as travel services are to be provided by ZLT itself or remuneration claims of brokered service providers are still to be fulfilled and in the event of ZLT's insolvency

a) travel services are cancelled or

b) the traveller complies with requests for payment from unsatisfied arranged service providers with regard to travel services provided.

1.2 ZLT shall provide this security when arranging linked travel services by taking out insolvency insurance in accordance with Section 651w (3) BGB, stating the name and contact details of the insurer in a clear, comprehensible and emphasised manner and handing over a corresponding security certificate for all payments made by the customer to ZLT for linked travel services, unless the customer pays directly to the arranged service provider of the linked travel service.

2. Reference to the additional validity of regulations in Section A

2.1 In addition, the following clauses of Section A of these Terms and Conditions shall apply to the arrangement of linked travel services: 1.1; 1.2; 1.4; 1.5; 2; 3; 4; 6; 7; 8.1; 8.2; 9; 10.

2.2 Clause 1.3 of Section A shall apply with the proviso that the mutual rights and obligations in the event of the arrangement of linked travel services shall additionally arise from the statutory provisions of Sections 651a-y BGB and Articles 250 and 251 of the EGBGB.

2.3 Clause 5 of Section A shall only apply subject to the proviso that ZLT has fulfilled its obligation under Clause 1 of this Section B to secure payments.

2.4 Clause 8.3 of Section A shall apply with the proviso that the liability pursuant to Section 651x BGB shall also remain unaffected by the provisions in 8.1 f.

Section C: Regulations for the brokerage of package holidays in accordance with Section 651v BGB by ZLT

The regulations in this Section C on the brokerage of package holiday contracts ('travel brokerage') in accordance with Section 651v BGB apply exclusively if the travel agent hands over the package holiday form. The form identifies the travel agent as the company responsible for the provision of the package holiday.

1. Payments by the customer / traveller for package tours

1.1 ZLT and the arranged tour operator may only demand or accept payment of the tour price before the end of the package tour if an effective insurance contract with the tour operator exists and the customer has been given the tour operator's insurance certificate with the name and contact details of the insurer in a clear, comprehensible and prominent manner.

2. declarations by the customer/traveller

ZLT is deemed to be authorised by the tour operator to accept notifications of defects and other declarations by the customer/traveller regarding the provision of the package tour. ZLT will inform the tour operator immediately of such declarations by the traveller. In order to avoid loss of time despite immediate forwarding, ZLT recommends that such declarations be made directly to the tour operator or the tour operator's contact point.

3. reference to the additional validity of regulations in Section A

3.1 In addition, the following clauses of Section A of these Terms and Conditions apply to the brokerage of package holidays: 1.1; 1.2; 1.4; 2.1; 2.3; 2.4; 3.1; 4.1; 4.4; 6.4; 7; 8.1; 8.2; 9; 10

3.2 Clause 1.3 of Section A shall apply with the proviso that the mutual rights and obligations in the case of the brokerage of package holidays shall additionally arise from the statutory provisions of Sections 651 a-y BGB and Articles 250 and 251 of the EGBGB.

3.3 Clause 1.5 of Section A applies with the proviso that, in accordance with the statutory provisions (Section 312 (7) BGB), there is no right of cancellation for package travel contracts in accordance with Sections 651a and 651c BGB that were concluded by distance selling (letters, catalogues, telephone calls, faxes, e-mails, messages sent via mobile phone services (SMS) as well as radio, telemedia and online services), but only the statutory rights of withdrawal and termination, in particular the right of withdrawal in accordance with Section 651h BGB. However, there is a right of cancellation if the contract for travel services has been concluded outside of business premises in accordance with Section 651a BGB, unless the verbal negotiations on which the conclusion of the contract is based were conducted at the prior request of the consumer; in the latter case, there is also no right of cancellation.

3.4 Clause 2.2 of Section A only applies insofar as information is concerned that the travel agent is not obliged to provide in accordance with Section 651v (1) BGB in conjunction with Art. 250 Sections

1 to 3 EGBGB. Art. 250 § 1 to 3 EGBGB.

3.5 Clause 3.2 of Section A only applies insofar as the customer is not entitled to a travel confirmation in paper form in accordance with Art. 250 § 6 Para. 1 Sentence 2 EGBGB.

3.6 Clause 8.3 of Section A applies with the proviso that liability in accordance with § 651x BGB remains unaffected by the provisions in 8.1 f.

3.7 Clause 9 of Section A applies with the proviso that the rights of the package holiday customer under Section 651i BGB remain unaffected.

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