

Dear english speaking readers,  
the following translation of our conditions in english language is solely an information. The regulatory framework for our business is only and exclusive the german version of the AGB.

## **1 General stipulations**

These booking conditions cover the following definitions:

**etia properties:** the company that in the name of the property owners offers accommodation to the public.

**Client:**

The opposite party to etia properties or

**Renter:** He who contractually has given the assignment to etia properties to act as mediator concerning the rent of the accommodation

**Working days:** Monday up to and including Saturday, except for recognized holidays

**Administration costs:** all costs made by etia properties as a result of concluding, changing or cancelling of a travel agreement

**Communication costs:** the costs of telephone and fax.

## **2 Travel agreement**

The offer of etia properties is free of obligations and can, if necessary, be withdrawn by etia properties. Withdrawal should take place as swiftly as possible, but at the latest within 8 office hours after acceptance, with a statement of the reasons. Withdrawal on behalf of corrections in the price of the rental is allowed; withdrawal on behalf of increased prices is only allowed if the needs of article 4 is met.

A person who, in the name of or acting on behalf of another person, concludes a rental agreement, is severally responsible for all obligations ensuing from the agreement. The (other) traveller(s) is (are) responsible for his (their) own share.

If the agreed property is included in a publication issued by etia properties, the facts contained therein become part of the agreement.

etia properties is not bound by obvious faults and mistakes in a publication.

## **3 Payment**

When reaching the agreement a sum (down payment) must be paid, as stated on the booking confirmation, sent to the client. This down payment is 30% of the total amount.

The remainder of the fare must be paid at last six weeks before the day of departure.

A client who does not pay on time is in default. In that case he will be notified in writing by etia properties and then he still has the possibility to pay the owing amount within 7 working days. If the payment is then still not made, the agreement is considered as being cancelled on the day of default.

etia properties is then entitled to charge the cancellation costs owed. In that case the stipulations of article 5 are applicable and shall the previously paid money be taken into account when determining the cancellation costs.

If the rental agreement between client and etia properties is reached during the six weeks period before the day the contract becomes effective, then the client is obliged to pay the total amount after receiving the booking confirmation/bill.

## **4 Information**

By or on behalf of etia properties the client shall be provided with information as to the opportunity for taking a travel- or cancellation insurance.

## 5 Cancellation by the client

A rental agreement has to be cancelled by way of etia properties. The clients must pay € 50,00 administration costs per booking, this apart from possible cancellation costs.

- a. On cancellation up until 56 days before the day of arrival: a maximum of 25% of the rental amount
- b. On cancellation as from (and including) the 56<sup>th</sup> day up until the 28<sup>th</sup> day before the day of arrival down payment up to minimum of 30% of the rental amount
- c. On cancellation as from (and including) the 28<sup>th</sup> day up until the 14<sup>th</sup> day before the day of arrival: 60% of the rental amount
- d. On cancellation as from (and including) the 14<sup>th</sup> day up until the day of arrival: 90% of the rental amount
- e. On cancellation on the planned day of arrival: the total rental amount.

## 6 Alterations, possibly followed by cancellation by etia properties

etia properties is entitled to alter the agreement upon provision of service on one or more essential points, due to grave circumstances.

"Grave circumstances" is considered as being circumstances of such a nature that no further commitment by etia properties to the agreement, can reasonably be demanded.

If the reason for the alteration can be attributed to the client, any ensuing damages shall be borne to the client.

If the reason for the alteration can be attributed to etia properties, or ensuing costs shall be borne by etia properties. Whether or not this is the case, will be verified according to the stipulations in article 12.

If the cause of the alteration can be attributed neither to etia properties nor to the client, both parties bear their own damages, as stated in article 13.

If etia properties saves money through the alteration, the client is entitled to his/her share of the amount saved.

etia properties must, within 48 hours (two working days), after the commencing of the grave circumstances, submit a proposal of alteration to the client in the form of an alternative offer. This obligation lapses if the reason for the alteration can be ascribed to the client. The client can reject the alteration(s).

The alternative offer shall be at least equivalent to the original offer. The equivalence of alternative accommodation has to be judged according to objective criteria and should be determined according to the following circumstances, which shall be apparent from the alternative offer:

1. The location of the accommodation at the place of destination
2. The type and class of the accommodation
3. Other facilities offered by the accommodation

etia properties is allowed to alter the agreement on a non-essential point, due to grave circumstances, which have to be communicated to the client directly. In such a case the client can only reject the alteration if it places him at a disadvantage of more than limited magnitude.

If the client makes use of his right to reject the alteration or the alternative offer as mentioned above, he is bound, within three working days after the notification of the alteration, to notify etia properties. In that case etia properties is entitled to cancel the agreement with immediate effect.

etia properties is bound – under threat of default – to make use of this right within 7 working days after receiving the clients' statement about the alteration. In that case the client is entitled to exoneration or reimbursement of the fare.

In the case of cancellation as specified in the previous part, etia properties reimburses the client for damages suffered, unless the cancellation is the result of force majeure as mentioned in article 7.

## 7 Force majeure and liability

If the accommodation should not turn out according to the expectations in art 1, the client is obliged to communicate this as soon as possible to the parties concerned as meant in article 11.

If the accommodation should not turn out in accordance with the expectations as stipulated in part 1, etia properties is obliged to reimburse possible damage, unless the default in the compliance cannot be ascribed to her or to the person whose assistance she uses in the executions of the agreement, because:

- a. The default in the execution of the agreement can be ascribed to the client or,
- b. The default in the execution of the agreement can be ascribed to an occurrence, which etia properties or the party whose assistance she uses in the execution of the agreement, taking into account all possible care could not be foreseen, avoided or remedied, or
- c. The default in the execution of the agreement can be ascribed to force majeure as meant above in this article.

Force majeure is interpreted as abnormal and unforeseen circumstances, independent from the will of the party who pleads it and of which the consequences, in spite of all precautionary measures, could not have been avoided or foreseen.

## **8 Help and support**

If the accommodation does not turn out according to the expectations the client might have, due to circumstances that cannot be ascribed nor to the client neither to etia properties, each will bear its own damages.

## **9 Exclusion and restriction of etia properties**

If etia properties, on the grounds of article 12 is held responsible for damage suffered by the client her liability shall be limited or ruled out in accordance with the applicable international treaties. Nor is she liable for damage for which a claim for compensation consists on account of a tour and/or cancellation costs insurance.

The rulings out and/or limitations of the liability of etia properties, as included in this article, are also applicable on behalf of the employees of etia properties, the booking office and providers of service as well as there personnel, unless this is ruled out by treaty or law.

## **10 Obligations of the client**

The client(s) is/are under the obligation to conform to all instructions by etia properties in the promotion of a satisfactory execution of the rental and is/are liable for damage coursed by his/there improper behaviour, as judged according to the criteria for the correct behaviour of a client.

## **11 Interest and collection costs**

The client, who has not, on time, full filled a financial obligation to etia properties, is - apart from the still owing amount – under the obligation to pay interest of 1% for each delayed month or part thereof. Furthermore he is obliged to reimburse extra judicial collection costs equal tot 15 % of the amount owing, with a minimum of € 45,00, unless this amount taking into consideration the collection activities, is insufficient.

## **12 Complaints**

An established fault in the execution of the agreement as stipulated in article 12, part 2, shall be reported as soon as possible to the provider of services in question, so that the letter can implement a suitable solution. If the fault cannot be resolved within a reasonable period and if it causes a deviation from the quality of the tour, this must be reported immediately to etia properties. If the caretaker/tour leader is not present or cannot be contacted, then the client should immediately get into contact with etia properties. The communication costs will be reimbursed by etia properties, unless it is apparent that, in all fairness, these costs were avoidable.

If, even then, the fault is not satisfactorily resolved, according to the wishes of the client, and gives cause to present a complaint, the client should report this as soon as possible to etia properties (report of complaint).

If a complaint cannot be satisfactorily resolved, according to the wished of the client, it must, at the latest within 1 month of return to the home address, be reported in writing accompanied by motivation and submitted to etia properties.

etia properties Schleinschock & van Rossum GbR

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