Dear customers,
The following Terms and Conditions of Agency and Brokerage between you — hereinafter the “customer” — and FINCALLORCA GMBH — hereinafter “FINCALLORCA” — shall become part of the brokerage contract, given that these are effectively agreed upon as you make a booking for a holiday home/holiday apartment. “Holiday apartments” and “holiday homes” shall hereinafter be jointly referred to as a “holiday property”. The following Terms and Conditions of Agency and Brokerage at the same time govern the contractual relationship between you and the owner/lessor, with whom the contract on the brokerage will be concluded. If these legal obligations are not met, FINCALLORCA itself or if the claims for remuneration of service providers who receive the brokerage are still to be performed, and in case of insolvency of FINCALLORCA as the mediator result from these supplementary contractual agreements, alternatively from the legal provisions laid out in §§ 675, 676 of the Civil Code. Therefore, please read through these terms and conditions carefully.

1. Position and performances of FINCALLORCA, applicable legal provisions
1.1. On its websites, FINCALLORCA offers brokerage services for third-party performances, viz. contracts with lessors of holiday properties. FINCALLORCA merely assumes the position of a mediator between the customer and the lessor.
1.2. If FINCALLORCA brokers a complete performance by the lessor, consisting of the touristic main performance and ancillary performances (e.g. accommodation and transport) and if these ancillary performances of the lessor are an essential component of the main performance, FINCALLORCA merely assumes the position of a mediator for the contract between the customer and the lessor. The same applies if the ancillary performances of the mediated lessor do not make up a significant share of the overall value in the composition of the performance of the provider and neither represent an essential characteristic of the performance composition of the provider or FINCALLORCA itself, nor are they advertised as such.
1.3. As a mediator, FINCALLORCA assumes the position of a provider of associated travel services, given that the conditions to offer associated travel services under the legal provisions of §§ 651b BGB [German Civil Code] are met by FINCALLORCA.
1.4. Without prejudice to the obligations of FINCALLORCA as a provider of associated travel services (particularly the transfer of the legally prescribed form and the conclusion of customer deposit insurance in case of collection activity by FINCALLORCA) and the legal consequences in case these legal obligations are not met, FINCALLORCA shall be obliged to conclude a binding contractual contact over the holiday property concluded with a booking, given that these are effectively agreed upon as you make a booking for a holiday home/holiday apartment. The booking confirmation does not become part of the brokerage contract, given that these are effectively agreed upon as you make a booking for a holiday home/holiday apartment. The booking confirmation does not become part of the brokerage contract, given that these are effectively agreed upon as you make a booking for a holiday home/holiday apartment. The booking confirmation does not become part of the brokerage contract, given that these are effectively agreed upon as you make a booking for a holiday home/holiday apartment.
1.5. If the following provisions contain regulations on the storage and as the rights and obligations of the customer and the lessor, these regulations will be made by FINCALLORCA as a commercial agent in the name of the lessor and with the authority to represent them; they shall become content of the contract which comes into being through the mediation by FINCALLORCA.

2. Booking process

2.1. For bookings made by telephone, in writing, or via e-mail or fax, the following applies:
   a) With the booking, the customer offers the lessor the conclusion of a rental contract on the holiday property vis-à-vis FINCALLORCA as its legal agent in a binding manner.
   b) The rental contract with the lessor enters into force with the receipt of the booking confirmation (declaration of acceptance), which is made by FINCALLORCA in the name of the lessor as its agent and representative. The booking confirmation does not become part of the brokerage contract, given that these are effectively agreed upon as you make a booking for a holiday home/holiday apartment.
2.2. Bookings can be made without individual communication through an online booking process (contract of electronic commerce). For the conclusion of the contract, the following applies:
   a) The online booking process is explained to the customer through the relevant internet presence of FINCALLORCA. The customer has a relevant correction option available to correct their entries and to delete or reset the entire online booking form. The use of this option is explained. The contract languages offered to perform the online booking are indicated. If the contract text is stored by FINCALLORCA in the online booking system, the customer will be informed of said storage and the option to access the contract text at a later time.
   b) By pressing the button “Book now”, the customer offers the lessor the conclusion of a rental contract vis-à-vis FINCALLORCA as its legal agent in a binding manner. The concept of booking will immediately be confirmed to the travelling party electronically.
   c) The transfer of the offer to conclude a contract by pressing the button “Book now” does not constitute any claim of the customer to the conclusion of a rental contract in accordance with their booking details. The lessor or, as its representative, FINCALLORCA are on the contrary free to accept or reject the contract offer of the customer.
   d) The contract is concluded when the customer receives the booking confirmation from FINCALLORCA.

3. Information, references
3.1. When providing references and information, FINCALLORCA shall be liable, within the framework of legal regulations and contractual provisions, for the selection of the source of said information and its correct transfer to the customer. Information agreements containing a contractual primary obligation to provide information have only been made internally. If done so expressly, in accordance with § 675 (2) BGB, FINCALLORCA shall be liable for the accuracy of the provided information, except for those cases in which a special information agreement was concluded.
3.2. Without an express agreement, FINCALLORCA does not assume any warranty within the meaning of § 276 (1) sentence 1 BGB for information on prices, performances, booking conditions, and other circumstances of the travel service provided, nor does it guarantee delivery concerning the information provided already on the availability of the services mediated by FINCALLORCA within the meaning of this regulation.
3.3. FINCALLORCA shall only receive special requests to pass them on to the lessor, if the customer requests the booking services. Unless expressly agreed otherwise, FINCALLORCA is not obliged to fill said special requests. These additionally do not form a condition or contractual basis for the mediation order or for the booking declaration of the customer to be transferred from the mediator to the lessor. It is pointed out to the customer that special requests usually only become part of the contractual obligations of the service provider if these are expressly confirmed by the service provider.

4. Payment processing
4.1. The lessor has granted FINCALLORCA the power of commercial representa-
tion to collect all payments to the lessor, including cancellation fees and other payments to the lessor.
4.2. FINCALLORCA, in its capacity as a mediator, assumes the function of a broker of associated travel services in accordance with § 651b BGB (see Clause 1.3), the following shall apply: FINCALLORCA may only request and accept payments of the customer for remuneration of travel services after ensuring that these will be transferred to the lessor, as the travel services are to be performed by FINCALLORCA itself or if the claims for remuneration of service providers who receive the brokerage are still to be performed, and in case of insolvency of FINCALLORCA, the lessor shall never receive the brokerage.
4.3. A down payment becomes due upon conclusion of the contract (receipt of the booking confirmation). The height of the down payment amounts to 30% of the overall price which must be settled vis-à-vis FINCALLORCA within 5 working days after the booking confirmation. The remaining amount must be paid to FINCALLORCA 5 weeks before commencing the trip. The customer shall be informed about these payment conditions before booking; this information is included with the general information on the availability of the holiday property. The punctuality of a payment is determined by receipt by FINCALLORCA.
4.4. If the down payment and/or the remaining payment is not received by FINCALLORCA or the agreed payment recipient within these deadlines, notwithstanding the fact that the booking for the holiday property is available as contractually agreed and the customer does not have any contractual or legal lien, FINCALLORCA is entitled to, after issuing a reminder with a deadline in the name of and with the power of attorney of the lessor, to declare its withdrawal from the contract and to charge the customer lump-sum withdrawal fees on behalf of the lessor, in accordance with Clause 6.2.
4.5. If the lessor is willing and able to transfer the booked holiday property as contractually agreed and if the customer does not have any contractual or legal lien, no claims arise against the property nor to any contractual performances exists without complete payment.

5. Deposit

5.1. If deposits are to be posted, this shall only substantiate a deposit relationship between the customer and the lessor of the holiday property. FINCALLORCA in no way assumes any obligation to either settle or repay deposits.
5.2. If the lessor demands a deposit, this will be specified in the description of the holiday property as well as in the order confirmation. If notice is made herein that the deposit must be paid to FINCALLORCA, FINCALLORCA as a commercial agent, merely assumes the position of the lessor’s collection agent.
5.3. The deposit must in principle be posted in cash. In general, it is not possible to post a deposit using a cheque; deposits can only be posted using a credit card if this has been expressly agreed in individual cases.
5.4. The deposit serves as a security for the obligation of the customer to refund the lessor for any expenses and ancillary costs such as electricity, water, gas, and phone charges, to compensate for damages to the holiday property, as well as to compensate for damages incurred if the final cleaning is not performed in a professional manner.
5.5. The lessor or its representative is entitled to make appropriate deductions from the deposit.
5.6. If the lessor or its representatives do not compensate claims under Clause 5.4 from the deposit, it will be repaid on the last day of the booking, before the guest departs. Otherwise, the settlement and any repayments will be made at the latest 14 days after the end of the booking.

6. Withdrawal by the customer before the beginning of the booking (arrival) / Cancellation costs

6.1. It is pointed out that no legal right of withdrawal exists for contracts on holiday bookings. Therefore, please read through these terms and conditions carefully.
properties vis-à-vis lessees, either domestic or foreign; furthermore, in accordance with the aforementioned provisions the lessor reserves the right to declare revocation of the booking, 30% of the overall price.

b) From the 89th day up to and including the 60th day before the beginning of the booking, 50% of the overall price.

c) From the 59th day up to and including the 30th day before the beginning of the booking, 75% of the overall price.

d) From the 29th day up to and including the day on which the booking begins, and in case of non-arrival without a declaration of revocation, 90% of the overall price.

6.3. In case the lump sum revocation costs are asserted in accordance with the aforementioned provisions of Clause 6.2, the lessor is not obligated to provide proof of a different occupancy of the holiday property over the originally agreed contract period. Nevertheless, the customer expressly reserves the right to prove directly vis-à-vis the lessee or vis-à-vis FINCALLORCA that the lessor actually did not incur any damages or incurred significantly lower damages than the respectively asserted lump sum revocation costs. If the proof is provided, the customer shall only be obligated to pay the lower amount.

6.4. The lessor, or FINCALLORCA as its representative, reserve the right to, in the presence of the lessee, enter the booking and possession of the holiday property for the purpose of determining whether an income has been realized under consideration of income from another occupancy as well as expenses saved. In this case, the calculation must be proved to the customer with substantiation.

6.5. The customer expressly reserves the right to prove directly vis-à-vis the lessor or vis-à-vis FINCALLORCA that the lessee or their fellow travellers either themselves or via FINCALLORCA as its representative, have incurred significantly lower damages than the respectively asserted lump sum compensation. If such proof is provided, the customer shall only be obligated to pay the lower amount.

6.6. In each instance of a revocation, the customer is entitled to appoint a replacement person, pursuant to the booking contract, who enters into the contract concluded with the customer in place of the lessor. The customer or their representative shall take over all obligations of the lessee vis-à-vis the lessor or vis-à-vis FINCALLORCA and prove to the lessor that they have made an additional payment for the booking.

7. Termination for reasons of conduct

The lessee or its local authorised person or FINCALLORCA as its representative reserves the right, without special research obligation, to terminate the contract after the beginning of the booking if the customer or their fellow travellers systematically disrupt the performance of the contract, ignoring a warning, or if their conduct is in breach of contract to such an extent that this justifies immediate termination of the contract. This particularly applies to situations of intentional or gross negligent behaviour as well as culpable infringements against the special obligations following Clause 10 of these terms and conditions. If the contract is terminated, the lessee or its local representative shall immediately report deficiencies to the lessee or their fellow travellers. The customer and their fellow travellers undertake to take all efforts which can reasonably be expected from them to contribute to remedying any service impairments and reduce potential damages to a minimum.

The customer shall exactly follow the (operating) instructions on the use of the property and its facilities available in the holiday property or communicate to the lessor on site. In particular, customers are prohibited from making any interventions to the technical facilities of the holiday property, including the electrical installations, the water and drainage system, technical appliances, the circulating pump installations of swimming pools, and locking devices without the approval of the owner or their agent. The customer shall be liable for any damages culpably caused by a relevant infringement, if applicable jointly and severally together with their fellow traveller(s). The customer undertakes to observe the local regulations communicated to them, particularly those on fire and noise prevention and the water supply.

Customers furthermore undertake to regularly clean the holiday property, which shall be left in a clean condition before departure. Any final cleaning including in the price does not cover the cleaning of the dishwasher and the stove, the oven, the refrigerator, and the kitchen appliances; these must be left in a perfectly clean condition. Any extra cleaning is required, the lessor shall charge the cleaning time. Any deflections or damages to the property’s facilities which cannot be remedied by usual means shall be charged separately. Any indemnifications resulting from the additional expenditure incurred by the lessor must be paid to the lessor before departure and can be deducted if a deposit has been posted.

Pets may only be brought along after prior authorisation by the lessor. The species, size, and number of animals must be indicated precisely and truthfully. The customer and their fellow travellers undertake to take all precautions against any damage to the property or the property’s facilities as well as to other guests due to animal figures. The customer and their fellow travellers undertake to refrain from giving the animals any food or water, and to ensure that the animals do not damage the holiday property or its facilities. Any damage caused by the animals must be remedied or the customers and their fellow travellers reserve the right to terminate the contract. This particularly applies if the customer and their fellow travellers systematically disrupt the performance of the contract, without any intention or negligence. If any damage occurs, the lessee shall be liable for all damages to the lessor. If the damage is significant, the lessee reserves the right to immediately remedy to deficiency or malfunction, or remedy the situation by providing another, equivalent holiday property.

To ensure that the customer is not disadvantaged in providing proof that damages to the holiday property or its facilities to are not their fault of their own or in improving the extent of the damages, it is strictly recommended that any damages determined when moving in or at a later point are immediately reported to the lessor or their local representative, also if the customer did not cause said damages or if they do not disturb them.

If the stay at the holiday property is severely impaired by a defect or malfunction for which the lessee is contractually liable, the lessor reserves the right to terminate the contract with the lessee. The lessor is also entitled to, if expected from them to continue their stay because of said defect or malfunction for an important reason apparent to the lessor. Termination shall only be allowed if the lessee has not made, if such visits objectively constitute additional occupancy of the holiday property, the provisions of Clause 9.1. shall apply mutatis mutandis.

The customer and their fellow travellers undertake to undertake the property with care. Customers also undertake to take all efforts which can reasonably be expected from them to contribute to remedying any service impairments and reduce potential damages to a minimum.

The customer and their fellow traveller(s) do not meet the contractual agreements or other contractually agreed essential circumstances necessary for the performance of the contract and the contractual use of the holiday property.

It is expressly recommended to take out travel cancellation insurance as well as insurance to cover repatriation costs in case of accidents or illness. Said insurance is not subject to any special research obligation without an express agreement of the lessor. The customer and their fellow travellers, as its representative, reserve the right to, in the presence of the lessee, enter the holiday property to take over all obligations of the lessee and provide the opportunity to remedy the problem. If the customer fails to report through fault of its own, all claims of the customer resulting from the mediation contract shall lapse, if FINCALLORCA would otherwise have been able to provide appropriate assistance.

11.1. The customer can move into the holiday property on the day of arrival at the time specified in the documents on the brokered holiday property. No claim to prior occupation or visits.

11.2. FINCALLORCA shall provide information on the latest possible time of arrival. No claim to a key transfer or property takeover exists in case of delayed arrival.

11.3. Guests shall always communicate late arrivals to the contact specified in the applicable documents, this particularly applies if the customer or a local agent is willing to arrange for a delayed (key) transfer in exceptional cases.

11.4. The guest shall bear the accommodation costs incurred due to delayed arrival.

12. Obligations of FINCALLORCA regarding entry regulations and visa requirements

12.1. FINCALLORCA shall only inform the customer of the customer and visa regulations if such an order is expressly agreed on. In all other cases, any such duty to clarify or inform only exists if special conditions, either known to FINCALLORCA or provided by FINCALLORCA, are necessary. The above-mentioned information is not already contained in the offered documents available to the customer.

12.2. Such duties to inform on the part of FINCALLORCA are limited to communicating the current regulations on entry conditions and visa requirements. FINCALLORCA is not subject to any special research obligation without an express agree ment. FINCALLORCA can also fulfill its obligation to provide information by provid ing the customer with the information and the customer should themselves follow up with the information points worth considering. The aforementioned provisions shall apply mutatis mutandis to providing information on customs regulations, health regulations for entry, health-related precautionary measures to be taken by the customer and their fellow travellers, as well as for import and export regulations.
13. Liability of the mediator

13.1. If Fincallorca has not expressly agreed with the customer to assume a contractual duty, Fincallorca shall only be liable for the proper fulfilment of the agency duties. These agency duties in particular include the legally effective transfer of the offer to conclude a contract with the service providers to receive brokerage services, as well as, in the case of acceptance of the contract offer by the service providers to receive brokerage services, the transfer of the confirmation of contract on behalf of and for the account of the service providers to receive brokerage services.

13.2. Fincallorca shall not be liable for defects and damages to the customer arising from the mediated travel service. This shall not apply if Fincallorca reached an express agreement on the service or the securing of the service, in particular, if this significantly deviates from the service description of the service provider.

13.3. The preceding regulations shall not do prejudice to any of Fincallorca’s own liability resulting from the culpable infraction of its agency duties.

13.4. The liability of a mediator pursuant to § 651w (4) BGB and § 651x BGB shall remain unaffected by the regulations above.

14. Place of jurisdiction and governing law, consumer dispute resolution

14.1. Fincallorca points out that, against the background of the law on consumer dispute resolution, Fincallorca does not take part in any voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for Fincallorca after its publication, Fincallorca shall inform the consumer in some suitable form. For all contracts concluded with electronic transactions, Fincallorca makes reference to the European online dispute resolution platform https://ec.europa.eu/consumers/odr/.

14.2. For Fincallorca’s agency service, German law shall solely apply to the entire legal and contractual relationship between the customer and Fincallorca.

14.3. The customer can only take legal action against Fincallorca, if Fincallorca is used as a mediator, at its place of business.

14.4. For any claims asserted by Fincallorca vis-à-vis the customer, if any claims from the mediation contract are asserted, the customer’s place of residence shall be decisive. For claims against customers who are merchants or legal entities under public or private law with a place of residence or permanent address abroad, or whose place of residence or permanent address is unknown at the time the claim is asserted, and given that claims from the mediation contract are asserted, the place of jurisdiction is agreed as the place of business of Fincallorca.

14.5. The regulations above do not apply:

a) if and insofar as any regulations from international agreements or European law, which cannot be overridden contractually and apply to the mediation contract between the customer and Fincallorca, result in deviating circumstances to the benefit of the customer; or

b) if and insofar as any regulations in an EU member state of which the customer is a citizen, which cannot be overridden contractually and apply to the mediation contract, offer more beneficial terms to the customer than the aforementioned regulations or the relevant German provisions.

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The broker of the holiday properties is:

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