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 the customer and FINCALLORCA. The owner or lessor of the holiday property will hereinafter, for reasons of simplicity, be referred to as the “lessor”. 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 perform- ing lessors of holiday properties. FINCALLORCA merely assumes the position of a mediator between the customer and the lessor.

1.2. If FINCALLORCA brokers a composite 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 nor 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 § 651 w 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), the legal consequences in case these obligations are not met, FINCALLORCA is neither a travel organiser nor a contracting party to the rental contract over the holiday property concluded with a booking, also if the conditions specified in 1.2. or 1.3. are met. As such, the company is not liable for the information provided for the booking process, as the lessor is the provider of the ancillary performances, which must be settled vis à vis the customer. This means that these will be reimbursed to the customer if these travel services are to be performed by FINCALLORCA itself or if the claims for remuneration of service providers who receive the brokerage from FINCALLORCA are to be performed. If these ancillary performances are not associated travel services, they will become part of the brokerage contract, given that these are effectively agreed upon as you make a booking for a holiday home.

1.5. The rights and obligations of FINCALLORCA as a mediator result from these Terms and Conditions of Agency and Brokerage as well as any supplementary con- tractual agreements or terms and conditions before booking.

1.6. If the following provisions contain regulations on the stay as well 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 and on behalf of the lessor and its representatives. The booking confirmation does not require a certain form.

2.2. Bookings can be made without individual communication through an online booking system (agent 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 in- ternet presence of FINCALLORCA; customer has a relevant correction option available to correct incorrect 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 receipt of booking will immediately be confirmed to the booking party electronically.

c) The transfer of the offer to conclude contract by pressing the button “Book now” does not constitute any claim of the customer or the obligation of a rental contract in accordance with their booking details. The lessor or, as its representa- tive, 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 proper selection of the source of said information and its correct transfer to the cus- tomer. If FINCALLORCA acts in the capacity of a mediator and contains a contractual primary obligation to provide information shall only be deemed concluded if done so expressly. In accordance with § 675 (2) BGB, FINCALLORCA shall not 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, perfor- mances, booking conditions, and other circumstances of the travel service provided, nor does it guarantee delivery concerning the information provided about 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 to receive the brokerage services. Unless expressly agreed otherwise, FINCALLORCA is not obligated to fulfill said special requests. These additionally do not form a condition or contractual basis for the mediation 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 a contractual ob- ligations 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 representation to collect all payments to the lessor, including cancellation fees and other payments to the lessor.

4.2. If FINCALLORCA, in its capacity as a mediator, assumes the function of a broker of associated travel services in accordance with § 651w BGB (see Clause 1.3), the following shall apply: FINCALLORCA may only request and accept payments of the customer for associated travel services.

4.3. If the customer has a relevant correction option for performed travel services by service providers who receive brokerage services and were unsatisfied, FINCALLORCA shall provide this security when booking associated travel services by taking out insolvency insurance in acc. with § 651w (3) BGB under specification of the name and contact information of the securer of the customers' money in a clear, comprehensible, and emphasised form and by transferring a relevant security certifi- cate for all customer payments to the brokers of associated travel service, which re- sult in the deposit becoming due after transfer of said security certificate for associated travel services.

4.5. 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 rental price and 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 pay- ment conditions before booking; this information is included with the general infor- mation on the availability of the holiday property. The punctuality of a payment is de- termined by receipt by FINCALLORCA.

4.6. If the down payment and/or the remaining payment is not received by FINCAL- LORCA or the agreed payment recipient within these deadlines, notwithstanding the fact that 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 to this effect as a deadline for the lessor and without being bound to further provide services, to declare its withdrawal from the contract and to change the customer lump-sum withdrawal fees on behalf of the lessor, in accordance with Clause 6.2.

4.7. If the customer is willing to transfer the booked holiday property as contractually agreed and if the customer does not have any contractual or legal lien, no claim to occupy 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 return the keys, to pay the consumption-dependent 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 proper 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 properties vis-à-vis lessors, either domestic or foreign; furthermore, in accordance with § 313g (2) sentence 1 clause 9 BGB, no right of revocation exists for contracts

Terms and Conditions of Agency and Brokerage of Fincallorca Gmbh
on holiday properties concluded at a distance. However, a right of withdrawal does exist only to the extent that the business premises. Nevertheless, the customer is granted a contractual right of revocation by the lessor for contracts mediated by FINCALLORCA, in accordance with the following provisions, unless the lessor has explicitly specified a deviating regulation in the offer. The declaration of revocation takes effect at the beginning of the booking should exclusively be directed towards FINCALLORCA as the lessor’s commercial agent. It is strongly encouraged to declare revocation in the text form.

6.5. If the lessor and FINCALLORCA as their representative, reserve the right to, in the place of the lump sum compensation, assert compensation for the precise loss under consideration of income from another occupancy as well as expenses saved. In this case, the customer cannot claim any contract termination. Furthermore, the customer expressly reserves the right to prove directly vis-à-vis the lessor 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 compensation. If such proof is provided, the customer shall only be obligated to pay the lower amount.

6.6. FINCALLORCA or FINCALLORCA as its representative, reserve the right for instance, in the case of the lump sum compensation, to demand the respective lessor to provide proof of the lessor’s actions and obligations. The customer can either themselves or via FINCALLORCA as its representative object to the entry of the replacement persons (guests) in the contract. If the lessor does 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, the customer shall be entitled to remedy any service impairments and reduce potential damages to a minimum.

6.7. Customers furthermore undertake to report any damage promptly, especially those occurring during the stay. Additionally, the customer is responsible for ensuring that the lessor actually did not incur any damages or incurred significantly lower damages than the lump sum compensation. If such proof is provided, the customer shall only be obligated to pay the lower amount.

6.8. 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 and takes on all rights and obligations. The lessor can either themselves or via FINCALLORCA as its representative object to the entry of the replacement persons (guests) in the contract. If the customer does 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, the customer shall be entitled to remedy any service impairments and reduce potential damages to a minimum.

6.9. 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 can be taken out via FINCALLORCA.

7. Termination for reasons of conduct

The lessor or its local authorised person or FINCALLORCA as its representative reserves the right to terminate the contract after the beginning of the booking if the customer and/or their fellow travellers systematically disrupt the performance of the contract to such an extent that this justifies immediate termination of the contract. This particularly applies to instances of intentional or grossly negligent damages to the holiday property or its inventory as well as culpable infringements against the special obligations concerning Clause 10.4. If these provisions are violated, the customer shall immediately report deficiencies to the lessor. If said notification is not submitted through the FINCALLORCA service but through a representative, the customer reserves the right to terminate the contract with the lessor. The same applies if it cannot reasonably be 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 lessor or, if available and contractually agreed, their agent allow an appropriate deadline set by the customer to pass without remedying the defect. No deadline must be set if the defect cannot be remedied, if this is refused by the lessor or their agent, or if a special interest of the customer entitles them to extraordinary termination.

8. Unutilised service

8.1. If the customer does not, or not completely, use services of the lessor contractually provided to them, particularly attributable to late arrival and/or early departure because of illness or other reasons for which neither the lessor nor FINCALLORCA is responsible, they shall not have the right to claim pro rata reimbursement.

8.2. However, the lessor shall pay to the customer those amounts which they earn from a different occupancy of the property, as well as expenses saved

8.3. The lessor shall only be obligated to pay earnings through a different rental of the property or that the relevant income and/or expenses saved exceeded those considered by the lessor.

8.4. It is pointed out to the customer that costs incurred by a termination of a stay through their fault of the lessor shall be covered by special travel cancellation insurance and not by ordinary travel cancellation insurance. Special travel cancellation insurance is not included in the price for the holiday property; however, it is still recommended.

9. Obligations of the contract vis-à-vis FINCALLORCA and the lessor, term by the customer

9.1. The customer shall immediately report any deficiencies by FINCALLORCA to their local representative or via FINCALLORCA at any time to be able to provide appropriate assistance. 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.

9.2. The customer shall immediately report deficiencies to the holiday property itself, its furnishings, or other deficiencies or malfunctions to the contact specified by FINCALLORCA, without a special reference towards the lessor themselves, and request an immediate remediation. If not submitted through the customer’s own fault, they shall have no claims vis-à-vis the lessor if they would have been able to immediately reme- dy to deficiency or malfunction, or remedy by the situation providing another, equivalent holiday property.

9.3. It is expressly recommended that the customer is not disadvantaged in providing proof that damages to the holiday property or its facilities are to no fault of their own or in proving 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 ap- pointed agent, also if the customer did not cause said damages or if they do not disturb them.

9.4. If the stay at the holiday property is severely impaired by a defect or malfunction for which the lessor or their agent is liable, the customer reserves the right to terminate the contract with the lessor. The same applies if it cannot reasonably be expected from them to continue their stay because of said defect or malfunction for an important reason apparent to the customer. Termination shall only be allowed if the lessor or, if available and contractually agreed, their agent allow an appropriate deadline set by the customer to pass without remedying the defect. No deadline must be set if the defect cannot be remedied, if this is refused by the lessor or their agent, or if a special interest of the customer entitles them to extraordinary termination.

10. Obligations vis-à-vis the lessor

10.1. The holiday property may only be occupied by those persons specified in the contract. In the event of overoccupancy, the lessor, without prejudice to their right to terminate the contract, can either demand the additional remuneration for the period of overoccupancy. The surplus persons are to leave the property imme- diately.

10.2. Visits of any third parties who are not specified as fellow travellers within the framework of the contractual agreements, with a stay extending 24 hours and particu- larly those including an overnight stay, shall be reported to the lessor. If said notifi- cation is not made, or if such visits objectively constitute additional occupancy of the holiday property, the provisions of Clause 9.1. shall apply mutatis mutandis.

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

10.4. 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 them on site. The lessor and FINCALLORCA are not subject to any special research obligation without an express agree- ment. The customer and/or their fellow travellers, as well as any other person acting on h

10.5. The customer undertakes to observe the local regulations communicated to them, particularly those on fire and noise prevention and the water supply.

10.6. Customers furthermore undertake to regularly clean the holiday property, which shall be left in a clean condition before departure. Any final cleaning included in the price of the holiday property can only be deducted if a deposit has been posted before departure. Any final cleaning included in the price of the holiday property can only be deducted if a deposit has been posted before departure.

10.7. Customers are prohibited from making any alterations, changes to the technical facilities of the holiday property, including the electrical installations, the water and sewerage supply, individual appliances, heating, the circulating pump installations of the swimming pools, and the pools and their component parts. Furthermore, the customer is prohibited from making any alterations, changes to the technical facilities of the holiday property, including the electrical installations, the water and sewerage supply, individual appliances, heating, the circulating pump installations of the swimming pools, and the pools and their component parts.

11. Arrival and departure time, delayed arrival

11.1. The customer can move into the holiday property on the day of arrival at the time specified on the documents brokering the holiday property. No claim to prior occu- pancy is made.

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 lessor 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 entry requirements

12.1. FINCALLORCA shall only inform the customer of the entry and visa regulations if such an order is expressly agreed on. In all other cases, any such duty to clarify or inform the customer is left to the customer itself, the customer is prohibited from, by any means, imposing verifiable, necessary, or express notice and the relevant information is not already contained in the offer documents available to the customer.

12.2. Such duties to inform on the part of FINCALLORCA are limited to communica- tion from current, industry-standard information sources. FINCALLORCA is not subject to any special research obligation without an express agree- ment. FINCALLORCA can also fulfil its obligation to provide information by providing reasonable means for the customer to themselves follow up with the information points worth considering.

12.3. The aforementioned provisions shall apply mutatis mutandis to providing infor- mation obligations for any special regulations required due to the customer’s own fault. In any case, the customer is responsible for ensuring that the customer follows any measures to be taken by the customer and their fellow travelers, 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 contract- ual 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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