

Agreement

on the use of FeWo-Channelmanager.de - hereinafter the 'Contractor'.

Principal | Landlord

Ga.-Ge.-Nr. _____

First name , surname

street name , building number

Company name

postcode, postal town

Preamble

The Contractor enables landlords to manage their holiday property data centrally using the FeWo-Channelmanager.de maintenance system. This means that they can be viewed automatically from all connected sales platforms. Accordingly, the landlords' holiday properties can be booked online via these platforms. The list of sales platforms can be seen on the FeWo-Channelmanager.de website and is being constantly expanded. Guests searching on the sales platforms for suitable accommodation can make a booking for the Landlord's property there that is binding on both parties. All connected sales platforms are notified immediately of the booking once it is made, thus avoiding any double-booking.

1. Service and right of disposal

1.1. The Landlord authorizes the Contractor to negotiate and agree the let with the sales platforms on the Landlord's behalf.

The Landlord confirms that he is in possession of all necessary licenses, authorization, official approvals or other necessary documents and can present these immediately on request.

1.2. The Contractor only acts on behalf of the Landlord as an intermediary. The contract for accommodation that results from a booking shall enter into force exclusively between the Landlord and the guest. Accordingly, the Contractor is not a travel agent for the purposes of sections 651a ff. German Civil Code (BGB). Any disputes arising in respect of a booking that has been made should be resolved by the Landlord himself with the guest.

1.3. The Landlord must verify his identity to the Contractor in the manner specified by the Contractor.

2. Data entry and maintenance

2.1. The Landlord shall maintain all data objects within the FeWo-Channelmanager.de maintenance system himself. The Landlord must ensure that the data in the system is correct and up-to-date at all times.

2.2. The Contractor is entitled to verify the data entered by the Landlord in respect of its authenticity and plausibility. He is further entitled to modify or add to the information in order to increase the quality of the accommodation description or to increase the probability of a booking.

2.3. The Landlord assures that he has the right to dispose over all data/images he has uploaded and that he is not in breach of any third-party rights. Images must not contain any text, logos or web addresses. No collages (combinations of multiple images) may be uploaded. In the event of a breach of this rule such images will be deleted without prior notification.

2.4. Any information such as telephone numbers, web addresses, e-mail addresses, company names etc. that could be used by a guest to initiate direct contact with the Landlord is permitted only in the database fields provided for them but may not be used in, for example, description texts or other areas of the online presentation. The entitlement to commission shall exist even in cases of infringement of this rule. In the event of infringement the Contractor shall also reserve the right to delete the information or to suspend the display of the information on the sales platform.

2.5. The Landlord agrees that his data, as is necessary for displaying the accommodation and enabling the booking of accommodation services, shall be transferred by the Contractor both to the sales platforms and to the guest making the booking in the event that a booking is successfully made. The Contractor undertakes to abide by all applicable regulations of the Federal Data Protection Act for the protection of personal data.

3. Setup costs

The Landlord sets up his properties himself; therefore there are no setup costs.

4. Commission and billing

4.1. When a booking is brokered, the Contractor shall receive an agency commission of 12% net on the package price booked including any end cleaning and excluding any visitor's tax. The agency commission also includes the sales platform commission. Even with sales platforms that demand a higher commission for extensive marketing of the holiday property, the agency commission due from the Landlord shall be only 12% net. The higher commission charges of the sales platforms concerned are compensated by means of a surcharge determined by the Contractor on a case-by-case basis. The Landlord does not suffer any loss or other disadvantage as a result of these surcharges. The Contractor is entitled to set the amount of the surcharge himself on a case-by-case basis. The Landlord hereby grants his consent.

Example without surcharge function:

Guest books for:	€ 100,-
Commission to pay:	€ 12,-
Landlord receives:	€ 88,-

Example with surcharge function

(Higher sales platform charge, e.g. 15%):

Guest books for:	€ 103,-
Commission to pay:	€ 15,-
Landlord receives:	€ 88,-

Note: these figures are for demonstration only and do not include VAT/sales tax.

4.2. For bookings made by means of the deep link to the Landlord's homepage, known as 'homepage bookings', a discounted agency commission of 2% is charged.

4.3. Billing of the agency commission described above takes place monthly. All bookings for that month for which the departure date has been reached are taken into account. The invoice amount is collected from the Landlord's bank account by SEPA direct debit after 10 days; the invoice is delivered by e-mail. If the Landlord is in arrears by more than two commission invoices, the Contractor shall be entitled to temporarily block the Landlord's holiday properties or to permanently delete them.

The Landlord normally handles payment for the accommodation services booked directly with the guest.

With certain sales platforms, however, the guest does not pay the package price directly to the Landlord, and so it sometimes happens that the payment is passed from the Contractor to the Landlord. In such cases the contractor is entitled to collect rental payments on behalf of the Landlord. Then the guest or a sales portal makes payment, with discharging effect, to the Contractor as the recipient. The Contractor undertakes to forward these payments immediately to the bank account specified to him by the Landlord.

4.4. If the Landlord makes a double booking through inattention to a booking already made on FeWo-Channelmanager.de or as a result of failure to maintain his own bookings calendar, the booking made via FeWo-Channelmanager.de shall take precedence. If, contrary to expectations, a cancellation is made by the Landlord for the reasons stated above, the Contractor's right to the payment of commission by the Landlord is not affected.

4.5. All claims of the Contractor are exclusive of the statutory VAT/sales tax.

5. Standard channel settings

5.1. The following standard settings apply to all holiday properties offered via FeWo-Channelmanager.de; they are also guidelines for the various sales platforms:

a) 20% down-payment, 80% final payment

Guests who book a holiday property via a sales platform are notified in their booking confirmation, together with the Landlord's details, that a down-payment of 20% is due within 10 days, with the remaining balance to be paid 14 days before arrival. All payments (down-payment and final payment) are made directly to the Landlord's bank account, the details of which are passed to the guest when the booking is made. For exceptions see section 4.2.

b) Full package price due if less than 14 days between booking and arrival

If only 14 or fewer days remain between the booking and the arrival date, the entire package price must be paid into the Landlord's account.

c) 3-day option

The sales platforms can reserve holiday properties for interested guests for a maximum of 3 days. During this time the property cannot be booked by other guests.

d) Commissionable package prices

The entire package price is subject to commission. This includes, in addition to the price of overnight accommodation, any end cleaning listed separately, any additional chargeable services (e.g. pets, laundry package etc.) and any catering provision, less discounts and plus supplements.

5.2. The standard settings of individual sales platforms may differ.

These should therefore be checked on the booking confirmation.

6. Cancelation charges

6.1. When booking a holiday apartment or house or private room, the guest agrees that in the event that he cancels, he shall pay 90% of the package price. Exceptions:

For cancelations up to 1 day before arrival only 80% of the package price is due.

For cancelations up to 14 days before arrival only 50% of the package price is due.

For cancelations up to 30 days before arrival only 35% of the package price is due.

For cancelations up to 45 days before arrival only 20% of the package price is due.

6.2. When booking a hotel room, guest house or similar, the guest agrees that if he cancels, he shall pay 80% less catering costs.

For cancelations up to 1 day before arrival only 70% of the package price is due.

For cancelations up to 14 days before arrival only 50% of the package price is due.

For cancelations up to 30 days before arrival only 35% of the package price is due.

For cancelations up to 45 days before arrival only 20% of the package price is due.

6.3. The cancelation rules of individual sales platforms may differ. These should therefore be checked on the booking confirmation.

7. Term/amendment and termination of this Agreement

7.1. This agreement and the conditions set out above are concluded initially for 1 year, beginning from the time of receipt by the Contractor, and shall be extended each year by a further year unless terminated in text form or by e-mail. The termination period is two months to the end of the year in which the agreement was concluded. Any claims for commission from the Landlord to the Contractor that are still unsettled must be paid by the Landlord even after the ending of the agreement.

7.2. This agreement may also be extraordinarily terminated if one party is in breach of the agreement in a material respect, and in particular if a party continues to be in breach of the agreement despite warnings in text form or by e-mail.

7.3. Given the large number and constant growth in sales platforms and the need for constant adaptation to suit the wishes of guests, it may occasionally also be necessary to examine and amend this agreement at irregular intervals. In such an eventuality the Contractor shall notify the Landlord by e-mail of any proposed amendments to this agreement, giving a lead time of at least four weeks.

The Landlord shall have the right to terminate the agreement up to the stated time at which the amendments will come into force. If no termination is received, the Landlord shall be deemed to have given his consent to the amendments and the agreement will continue in its amended form.

8. Liability

8.1. The Contractor accepts no warranty or liability that the accommodation on the sales platforms will be booked. This decision shall be made exclusively by each sales platform. The Contractor likewise accepts no liability for unsuccessful mediations or for inadequate performance or non-performance of the services of the sales platforms.

8.2. The Landlord shall indemnify the Contractor against all claims of the guest arising in connection with his accommodation services.

9. Final provisions

9.1. This agreement replaces any previous agreements made between the parties. With the signing of this agreement, any agreements previously made shall become invalid.

9.2. If a provision of this agreement should be ineffective, this shall not affect the effectiveness of the remaining provisions. The parties shall undertake to agree a regulation that replaces the ineffective provision and that approaches that provision as closely as possible.

I have read the following agreement and accept it in full.



Date, signature of Landlord, company stamp (where applicable)

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