

Contractual Conditions for the Mediation of Holiday Accommodation

1. Registration and conclusion of contract

1.1 With his registration, the customer offers Cilentano GmbH ("Cilentano") the conclusion of a mediation contract on the basis of these contractual conditions. At the same time, his registration represents the offer to conclude the rental contract with the respective landlord of the holiday accommodation on the basis of the description of the holiday accommodation in the online advertisement. Cilentano recommends the use of the online booking form for registration. The registration is also made by the applicant for all persons listed in the registration for whose contractual obligations the applicant is liable in the same manner as for his own obligations, provided that he has assumed this obligation by express, separate declaration. The customer must indicate the correct number of persons occupying the holiday accommodation.

1.2 The mediation contract with Cilentano comes into effect upon acceptance of the customer's registration by Cilentano, the mediated contract comes into effect upon acceptance by the landlord as a contract partner of the customer, about which Cilentano informs the customer on a durable data medium together with the booking confirmation. The mediated contract (rental contract) is concluded exclusively between the customer and the landlord as the owner of the holiday accommodation. Providing accommodation services is not the responsibility of Cilentano but shall be performed by the landlord of the booked holiday accommodation at his own responsibility. The customer must therefore address the landlord with all claims concerning the rental.

2. Payments and deposit

2.1 If there are no separate terms of payment of the landlord or such terms of payment have not become part of the contract, a down payment of 20 % of the total booking price is due immediately after receipt of the booking confirmation and must be paid within 7 days after the invoice date. The crediting to Cilentano's account is decisive for the timeliness of each payment. The deposit is credited toward the total price. The balance of the total price has to be transferred to the account of Cilentano four weeks before the beginning of occupancy, without any request to do so. This means that for bookings made less than four weeks before the start of occupancy, the total price to be paid is due for payment immediately. Cilentano is authorized to collect all payments to the landlord. The EU package travel directive no longer provides for security certificates for holiday accommodation contracts. If such security certificates are presented, this is done on a voluntary basis and the customer has no right to receive a security certificate before payment.

2.2 If payments due are not made or not made on time by the customer despite a reminder and a reasonable deadline for payment, Cilentano is entitled to withdraw from all contracts concluded with the customer (mediation contract, rental contract etc.), also in the landlord's name, or to cancel them and to debit the customer with cancellation fees in accordance with Section 5.

2.3 The amount of the deposit to be paid results from the travel description and the booking confirmation and must be deposited with the landlord immediately upon arrival at the holiday accommodation to serve as security for any damage to the holiday accommodation. The deposit relationship exists between the landlord and the customer. Cilentano is not responsible for the deposit or for any damage caused by the customer.

3. Special duties of the guest and treatment of the property, notification of damage, pets

3.1 The rented holiday accommodation may only be used for holiday purposes and occupied by the number of persons specified in the booking confirmation. In the event of over-occupancy, the landlord is entitled to demand additional appropriate remuneration for the period of over-occupancy. Cilentano and the landlord have the right to expel those persons from the holiday accommodation and from the property who exceed the stipulated number of guests. The exceeding persons must leave the property immediately.

3.2 The rental contract is only concluded for the period specified in the booking confirmation. In case of premature arrival, the tenant has no claim to the provision of the holiday accommodation. The arrival and departure times are shown in the booking confirmation. In case of early departure or late arrival there will be no refund of the rent or a partial amount. The tenant must always notify us of any delay in arrival. In case of late arrival, the tenant is not entitled to the provision of the holiday accommodation after the time on that day indicated in the booking confirmation or in this section. The right to extraordinary termination by the tenant remains unaffected. The rented property must be handed over on the day of departure by 10.30 a.m. at the latest, in an orderly and clean-swept condition, with the garbage having been disposed of.

3.3 The customer is obliged to handle the rented holiday accommodation properly and with care and to always ventilate it sufficiently. The customer is legally liable for damages to the property, the house or the inventory culpably caused by him as a tenant. He himself has to check his liability insurance coverage abroad and provide proof of this to the landlord upon request. The customer is obliged, in the event of possible service disruptions within the scope of the statutory duty to mitigate damages, to do everything possible to help remedy the disruption and to keep possible damages as small as possible.

3.4 The customer has to inform the landlord immediately upon arrival in the holiday accommodation of any existing defects or defects arising during the occupancy time and also has to inform Cilentano under the address/phone number specified below and to request remedy. The local contact person responsible as well as his/her phone number can be found in the occupancy documents.

3.5 Subletting of the holiday accommodation by the customer is not permitted.

3.6 Pets are only allowed in the holiday accommodation if this is explicitly stated in the description of the property, if the animal was indicated by the customer at registration and confirmed in the booking confirmation by Cilentano. The customer has to give an exact description of the pet to be brought along (type of animal, number, size, age) in his registration. Cilentano and the landlord always reserve the right not to allow a pet to be taken along in individual cases, depending on the specific nature of the animal (this does not apply to small animals). Animals are not allowed to enter bedrooms nor to use sofas and seating as well as any available pools.

3.7 The customer is also responsible for the regular cleaning of the rented property, which has to be left in clean condition before departure. Any final cleaning included in the price does not include cleaning the dishwasher or the stove, oven, refrigerator and kitchen appliances; these must be left in a perfectly clean state. If extra cleaning is required, the owner or his representative will invoice the cleaning time. Smudges or damage to the equipment of the accommodation that cannot be removed with normal means will be invoiced separately. Any compensation resulting from the above provisions at the guest's expense must be paid to the owner or his representative before departure.

3.8 The customer is responsible for the separation and disposal of waste. Non-compliance with waste separation can result in municipal fines and considerable costs.

4. Changes to services after conclusion of contract

Cilentano and the landlord of the holiday accommodation reserve the right to change or deviate from the promised service after conclusion of the contract, if this agreement of the change or the deviation is reasonable for the other contractual party, taking into account the interests of the landlord and Cilentano and was not brought about against good faith.

5. Withdrawal of the customer and rebooking

5.1 The customer can withdraw from the rental of the holiday accommodation at any time before the start of the occupancy. The customer is recommended to declare his withdrawal in writing to Cilentano. If the customer withdraws from the contract as a tenant of the holiday accommodation, the owner of the holiday accommodation as the landlord is entitled to receive a payment of compensation according to his cancellation conditions, which Cilentano passes on and invoices to the customer on behalf of the landlord. The amount of the landlord's lump-sum compensation (and that of the lump sums listed below) is determined by the occupancy price less the value of the expenses expected to be saved by the landlord and his expected acquisition by renting the holiday accommodation to someone else. Compensation for cancellation is always to be paid to Cilentano as the collection agent of the landlord. Compensation is due for payment immediately. If there are no separate cancellation conditions of the landlord or such conditions have not become part of the contract, a lump-sum compensation as a percentage of the total rental price, based on the time of the customer's cancellation, can be demanded as follows:

- until the 90th day before the start of occupancy: 10 %
- from 89th to 60th day before start of occupancy: 30 %
- from 59th to 30th day before start of occupancy: 50 %
- from the 29th day to the 11th day before the start of occupancy: 80 %.
- from the 10th day before the start of occupancy: 90 %.

The customer is at liberty to prove that Cilentano or the landlord did not incur any damage at all or only to a significantly lower amount than the lump sums applied in each case.

5.2 If, at the request of the guest, changes are made to the time of travel or the duration of occupancy after the contract has been concluded (rebooking), Cilentano will charge a rebooking fee of 27 euros per rebooking up to 90 days before the start of the trip, if the change of booking is possible and can be carried out. After expiry of this period, rebooking can only be carried out after withdrawal from the contract under the above conditions and simultaneous new registration. The customer is at liberty to prove that no damage has been incurred in the amount of the lump sums.

5.3 In the event of premature departure or late arrival of the tenant, there will be no refund of the full or pro-rata rental or travel price.

6. Termination by the landlord due to the customer's behaviour

In the event of over-occupancy, the landlord may terminate the use of the holiday accommodation for cause or expel the exceeding persons. The landlord may also terminate the contract after the commencement of occupancy if a customer, irrespective of a warning from the owner or a local agent, permanently disrupts the execution of the contract or if a customer or accompanying customer behaves contrary to the contract to such an extent that immediate termination of the contract is justified. This applies in particular as far as, despite a warning, an occupancy of the property contrary to the contract, for instance an overcrowding of the holiday accommodation, is continued, or despite a warning the house rules are violated or the peace in the house is substantially disturbed, or the contractual object is substantially damaged by the customer through wilful intent or gross negligence. In case of imminent danger, the landlord is entitled to enter the holiday accommodation and to take initial measures to avert the danger. Cilentano is entitled to issue warnings and terminations on behalf of the landlord.

7. Liability of Cilentano, limitation of liability

7.1 Cilentano assumes no liability for the proper execution and provision of the accommodation services in the holiday accommodation. The landlord is liable for this as a contractual partner of the customer.

7.2 Cilentano is only liable for the proper mediation and consultation of the customer. The information on the holiday accommodation mediated is based exclusively on the information provided by the individual owners and landlords to Cilentano, which Cilentano assumes, and therefore does not represent any assurance by Cilentano itself toward the customer.

7.3 Cilentano is liable as an intermediary of individual services for intent or gross negligence. In case of slight negligence, Cilentano is only liable if an essential contractual obligation (cardinal obligation) is violated. The claim for damages against Cilentano in the case of slightly negligent violation of contractual obligations is always limited to the damage foreseeable and typical for the contract at the time of conclusion of the contract according to the type of service as a possible consequence. This also applies to slightly negligent breaches of duty by the legal representatives and vicarious agents of Cilentano. All limitations of liability mentioned do not apply to compensation for damages due to injury to life, body and health.

8. Data protection

Cilentano shall inform the customer about the processing of your personal data in the privacy statement on the website and when contacting Cilentano in the data protection notice. When processing personal data, Cilentano shall comply with the provisions of the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR). Personal data are all data that refer to a person personally and identify him/her (e.g. name, address, e-mail address). These data are processed as far as it is necessary for the appropriate processing of the customer's enquiry, booking enquiries, for the execution of pre-contractual measures or for the fulfilment of the mediation or rental contract. Data processing is permitted for the purposes mentioned in accordance with Art. 6 para. 1 sentence 1 lit. b GDPR. Your data will not be passed on to unauthorized third parties without the express consent of the customer. The customer has the possibility to access his stored personal data at Cilentano at any time, to request information about them, to have them changed, corrected or deleted, to have their processing restricted, to object to their processing, to have them transferred or to complain to a supervisory authority about the processing (all rights of Art. 15 to 20 GDPR). The data will be deleted if they are no longer necessary for the fulfilment of the contract or if their storage is legally inadmissible.

If your personal data are processed on the basis of legitimate interests pursuant to Art. 6 para. 1 sentence 1 lit. f GDPR, you have the right to object to the processing of your personal data pursuant to Art. 21 GDPR, provided that there are reasons for this arising from your particular situation. You can exercise your right of objection by sending an e-mail to info@cilentano.de or by contacting Cilentano at the address below. By sending a message to info@cilentano.de the customer can also object to the use or processing of his data for purposes of advertising, market or opinion research or for marketing purposes at any time free of charge.

9. Miscellaneous provisions and information

9.1 The invalidity of individual provisions of the mediation contract does not result in the invalidity of the entire contract. The invalidity of the mediated contract does not affect the validity of the mediation contract and vice versa. German law shall apply exclusively to the mediation contract.

9.2 If the customer is a merchant or legal entity under private or public law or a person who is domiciled or habitually resident abroad, or whose domicile or habitual residence is not known at the time the action is filed, the place of jurisdiction shall be the registered office of Cilentano.

9.3 Information: Online dispute resolution in accordance with Art. 14 para. 1 ODR-VO: The European Commission provides an online dispute resolution (ODR) platform, which the customer can access at <http://ec.europa.eu/consumers/odr/>. Dispute resolution proceedings before a consumer arbitration body: Cilentano does not participate in any dispute resolution proceedings before a consumer arbitration body and is not legally obliged to participate in said proceedings.

Mediator:

Cilentano GmbH

Ludwig-Eckert-Str. 10

93049 Regensburg

General Manager: Mr. Matthias Baldauf

E-mail: info@cilentano.de, www.cilento-ferien.de

Registered office of the company: Regensburg

Registry Court of Regensburg, HRB: 15386, VAT-ID: DE306338824

Phone: 0049 (0)941 / 56 76 46-0

Fax: 0049 (0)941 / 56 76 46-1

Essential features of the service: mediation of individual services (rental contracts for holiday accommodation)

Liability insurance: Generali Versicherung AG, 81731 München

Scope of insurance cover: worldwide.

The contract is governed by German law: cf. section 9.1

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