

# **Terms and Conditions**

## **I. General information**

The platforms Farmtravel.com, Bauernhofurlaub.de and Bauernhofurlaub-shop.de are operated by the company 'Boos Onlinemarketing GmbH & Co. KG', GF: Stefan Boos, Forggenseestraße 1, 87669 Rieden, Germany (hereinafter referred to as Boos Onlinemarketing GmbH) The following General Terms and Conditions (GTC) are an integral part of all contracts with Boos Onlinemarketing GmbH. Deviating general terms and conditions of the international contractual partners are not part of the contract.

## **II. general terms and conditions for guests**

### **I. Booking of rooms**

In the event of a booking, the following terms and conditions shall become part of the guest accommodation/accommodation contract thereby concluded. In addition to the statutory provisions, they govern the contractual relationship between the guest and the accommodation provider, hereinafter referred to as the host, as well as the position of Boos Onlinemarketing GmbH, which operates the Bauernhofurlaub.de booking platform. It merely acts as a technical intermediary for accommodation (vacation apartments, vacation homes, private rooms, etc.) of the host in accordance with the current offer and is therefore not a contractual partner of the accommodation contract.

The contractual partner is the respective host, whose terms and conditions apply. Boos Onlinemarketing GmbH provides its agency services in the name and for the account of the host and is therefore not an organizer within the meaning of § 651 BGB.

### **II. Rights and obligations arising from the accommodation contract**

The contractual relationship between host and guest is established by the initiation of the booking process and the subsequent transmission of the booking confirmation. The information in the host's advertising on Bauernhofurlaub.de is decisive for the performance obligation of the respective host; if the guest receives an individual offer from the host upon request, this is binding and replaces the aforementioned regulations. If the guest accepts this individual offer, there is also a contractual relationship between the host and the guest. the guest is obliged to pay the price specified in the booking confirmation in the event of late cancellation, non-arrival or non-utilization of services. Expenses saved by the host must be deducted from the invoice amount. the host is obliged to allocate unused services elsewhere if possible in order to avoid cancellations. the host must pay compensation to the guest if the service is not provided.

### **III. Liability**

Boos Onlinemarketing is not liable for information in the advertisement or for information and services provided by the host. Nor is it liable for defects in the respective accommodation or associated services. Any defects must be reported immediately by the

contractual partner to the host so that the latter can take immediate remedial action. Boos Onlinemarketing is not liable for processing errors, technical defects or failures behind the host's interface; any reciprocal claims by the host or the guest must be asserted with the respective contractual partner.

## **IV Payment and cancellation conditions**

Payments must always be made to the host. The host's terms of payment and cancellation apply. Cancellations must be made to the host, who will forward the information to the relevant departments.

Travel contracts are excluded from the usual right of withdrawal for Internet purchases.

## **III. general terms and conditions experience shop**

### **I. Purchase and redemption of vouchers**

Boos Onlinemarketing offers vouchers for farm vacations in the form of value vouchers. These vouchers can be redeemed at almost all vacation farms currently listed on Bauernhofurlaub.de. Boos Onlinemarketing acts as a coordinator between the interested parties who have purchased a voucher for a vacation on a farm and the vacation farms where this voucher can be redeemed.

### **II Warranty**

Boos Onlinemarketing assumes no warranty and no fulfillment of the contract for the offers of the vacation farms.

### **III Payment and voucher splitting**

A cash payment of the voucher value or a partial value is not possible. Splitting the voucher value into two or more smaller values is only possible for a fee.

### **IV. Period of validity**

All vouchers are valid for three years from the date of issue. There is expressly no extension.

## **IV. General Terms and Conditions for Hosts**

### **I. Conclusion of the order**

A contract for the use of the service is concluded upon acceptance of the order and the allocation of login data. Internet access with the necessary facilities is a prerequisite for the use of the service. Any new customer bonuses or discounts are only available once per vacation farm, even in the event of repeated registration or termination.

## **II Description of services**

**A)** Boos Onlinemarketing GmbH provides the customer with the opportunity to present data in the Bauernhofurlaub.de system for advertising purposes for farm vacations and undertakes to keep the transferred data accessible to interested guests.

**B)** The customer has the opportunity to make changes to his data independently. Boos Onlinemarketing GmbH reserves the right to make changes and abbreviations to the transmitted data, provided that these exceed the usual quantity or the usual presentation and the essential content of the advertisement is not impaired by the change or the abbreviation.

**C)** Boos Onlinemarketing GmbH stores and processes the data transmitted by the customer in compliance with the valid data protection regulations.

**D)** Boos Onlinemarketing GmbH reserves the right to deny access to the stored data to one or more customers for good cause.

**E)** Unless otherwise agreed in writing, Boos Onlinemarketing GmbH may also have the services provided by employees or third parties.

## **III Obligations of the customer**

**A)** The customer is solely responsible for the correctness and completeness of the data transmitted to Bauernhofurlaub.de and is obliged to check the correct presentation of the data.

**B)** The customer indemnifies Boos Onlinemarketing GmbH against all claims arising from the infringement of third-party property rights (e.g. personal rights, rights to a name, trademark rights, etc.). The customer shall indemnify Boos Onlinemarketing GmbH against all claims asserted by third parties against Boos Onlinemarketing GmbH on account of such infringements. The customer further assures that he will not use the entry in Bauernhofurlaub.de to store or disseminate obscene, erotic, pornographic, threatening or defamatory material. He will not violate any trademark, patent or other rights of third parties with his offer. The customer is solely responsible for the content of the entry in Bauernhofurlaub.de. The customer releases Boos Onlinemarketing GmbH from any liability for the content of transmitted data on Bauernhofurlaub.de and Boos Onlinemarketing GmbH can terminate the contract without notice and immediately block the entry in Bauernhofurlaub.de if the content of the pages violates applicable law, negatively represents third parties or causes public offense (pornography, etc.). Boos Onlinemarketing GmbH is under no obligation to check the customer's pages. In the event of an infringement, the customer shall bear the full costs for the data transfer and for any necessary legal assistance.

**C)** The customer shall make backup copies of the transmitted data.

**D)** The customer shall receive a login name and a login password to maintain his offer. He is obliged to treat this confidentially and is liable for any misuse resulting from unauthorized use of the password.

**E)** The customer is aware that, due to the structure of the Internet, it is possible to intercept transmitted data; the customer accepts this risk. Boos Onlinemarketing GmbH is

not liable for breaches of confidentiality of e-mail messages or other transmitted information.

F) The customer grants Boos Onlinemarketing GmbH the right to use the transmitted image and text material to advertise the customer's offers.

## **IV. Contract term, termination**

With the exception of the details marked in the offer, the contract is always concluded for one calendar year and is automatically extended for a further year if it is not terminated in writing by e-mail, post or fax with two months' notice to the end of the contract. The term is always 12 months from the conclusion of the contract. In the event of a price increase, there is a special right of termination within two weeks of informing the customer. There will be no reimbursement of the amounts, in particular the set-up fees.

## **V. Offers and prices**

All offers are subject to change and non-binding. Price increases during the minimum term are excluded. The costs for an advertisement are based on the number of residential units listed in accordance with the currently valid price list. If the number of residential units changes during the term, the new price is only due at the beginning of the next term and is not charged retrospectively. The services include free support by e-mail and telephone, which is limited exclusively to support in processing the existing database. If the customer makes use of further services, these will be charged according to the valid price list.

## **VI. Terms of payment**

The customer undertakes to transfer the invoices from Boos Onlinemarketing GmbH immediately after receipt of the invoice within 10 days. If the customer is in arrears with payments due, Boos Onlinemarketing GmbH is entitled to block the entry in Bauernhofurlaub.de until the outstanding amount has been received, or to terminate the contract without notice and to invoice the customer for any costs incurred as a result and to claim any damages.

## **V. Liability, claims for damages**

Boos Onlinemarketing GmbH does not guarantee that Bauernhofurlaub.de is suitable for a particular service or that it will be permanently available. Boos Onlinemarketing GmbH is not liable for disruptions within the Internet. Boos Onlinemarketing GmbH accepts no liability for damage or consequential damage caused directly or indirectly by the use of Bauernhofurlaub.de Server.

## **VI. reservation of change**

Parts of these General Terms and Conditions may be amended or supplemented due to current case law, supreme court rulings or changes in the market situation. Boos Onlinemarketing GmbH will inform the customer of these changes by e-mail. If the customer does not object within a reasonable period of time, the changes shall be deemed to have been accepted by the customer.

## **VII. Right of withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract or on which you or a third party named by you, who is not the carrier, have taken possession of the goods/vouchers.

To exercise your right of withdrawal, you must inform us (Boos Onlinemarketing GmbH & Co. KG, Forggenseestraße 1, 87669 Rieden am Forggensee, Germany, service@bauernhofurlaub.de, Phone: (49) - 8362-9303622, Fax: (49) - 8362-9303623) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period has expired.

## **Consequences of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. In the case of a delivery of goods, we may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you inform us of the revocation of this contract. The deadline is met if you send the goods before the period of fourteen days has expired. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

If you have requested that the service should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

## **VIII. Place of jurisdiction, applicable law**

A) The place of jurisdiction for merchants and legal entities under public law is 87629 Füssen, otherwise the statutory place of jurisdiction shall apply. B) The contract is subject to the law of the Federal Republic of Germany. C) Information on Regulation (EU) No. 524/2013 on online dispute resolution for consumer disputes (in short: ODR Regulation) can be found on the EU Commission's platform for online dispute resolution: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Wir are not willing and not obliged to participate in a dispute resolution procedure.

## **IX. Severability clause**

Should a clause of these terms and conditions be invalid, this shall not affect the validity of the other clauses. If only one part of a clause of these terms and conditions is invalid, the other part shall remain valid. The parties are obliged to replace an ineffective clause with an effective substitute provision that comes as close as possible to the economic purpose of the ineffective contractual condition.