

Travel mediator Terms and Conditions

1st part: General terms and conditions for the mediation of travel services

For the mediation of journeys through e-domizil the following terms and conditions apply. They regulate the legal relation between the customer and e-domizil. Between the customer and the respective funding agency (especially airlines, tour operators etc.) e-domizil is solely mediating and acts by order of the respective funding agency. The execution of the booked journey does not pertain to the contractual obligations of e-domizil.

In case of a booking the contract concerning the journey does only materialize between the customer and the respective funding agency. Insofar we refer to the general terms and conditions of these funding agencies. If special rules or regulations apply to the selected rates, goods or services, these will be indicated to the customer prior to the booking / the purchase.

In exceptional cases, when e-domizil is operating journeys in sole responsibility, the legal relation between e-domizil and the customer is regulated through the e-domizil tour operator terms and conditions as well as the §§651 a) ff. BGB (German civil code). These will be indicated separately to the customer prior to the booking.

I. Completion of a mediation contract

1. With filling in the information fields and the completion of the booking respectively purchase process the customer offers e-domizil the completion of a travel mediation contract bindingly. The offer can be submitted in written form, orally, telephonically or by means of electronic communication (Internet). By submitting an offer by means of electronic communication (Internet) the customer offers e-domizil a binding offer on completion of an agency agreement on sending the booking order. The customer avouches for all specified participants in the order as well as for his own obligations.
2. e-domizil reserves the right to accept the offer. If e-domizil or the funding agency confirms the booking in written form, telephonically, via e-Mail (electronic mail) or by any other means, a contract between the customer and the funding agency comes to effect.
3. The customer is obliged to prove the correctness of the booking confirmation immediately and to inform the funding agency respectively e-domizil of any incorrectness or variation. An indication of incorrectness or variation that is submitted three days after the receipt of the booking confirmation cannot be considered anymore. Incorrectness or variations indicated delayed particularly do not entitle to cancellation of the contract.

II. Payment / Travel documents

1. The funding agency shall send the due dates for the down payment and remaining payment, along with terms of payment, to the customer with the booking confirmation. In case of short term bookings the total travel price is due immediately.
 2. Depending on the property, the payment can be made via credit card, SEPA-direct debit, bank transfer or cash locally. If the direct debit scheme is selected upon booking the traveller (=payer) shall grant e-domizil a SEPA basic direct debit order for recurring payments which shall be collected on the respective due dates listed on the invoice. e-domizil is authorized to shorten the standard pre-notification period of 14 calendar days for the SEPA direct debit orders up to one day prior to the SEPA direct debit collection. The pre-notification is a component of the invoice and shall not be sent out separately. Any applicable changes in the booking procedure up to the departure (e.g. booking of additional services or partial cancellations) shall have no effect on the shortening of the pre-notification period, they shall generate a new invoice which includes the pre-notification.
- The traveller agrees to maintain adequate funds in the aforementioned account. The traveller agrees to maintain adequate funds in the account. Any charges which arise in case of dishonour, chargeback, and internal handling, shall be borne by the traveller, provided that the dishonour or chargeback was not caused by e-domizil.

The complete personal data recorded in the registration form such as name, address and where applicable credit card number, IBAN, BIC are encoded through SSL-technology. In doing so, the specified signs are transformed into a code, so that by transmitting the data via Internet it cannot be read by unauthorised persons.

III. Withdrawal of the traveller / rebooking

1. The customer can withdraw from the journey and from the mediation contract at any time. The relevant point of time is the entry of the withdrawal declaration at the respective funding agency. It is suggested to the customer to declare his withdrawal in written form. e-domizil is authorized to charge the customer all costs and an additional handling fee of 25,00 Euro per person concerning the withdrawal asserted to e-domizil from another side.
2. The rebooking of the reserved and confirmed booking is only possible by withdrawing from the reserved booking and a simultaneously new booking of another journey, unless the funding agency has separate regulations for these cases. Potential charges for rebooking or payable part travel compensations in case of rebooking comply with the conditions of the respective funding agency. e-domizil is authorized to charge the customer all costs and an additional handling fee of 25,00 Euro per person concerning the withdrawal asserted to e-domizil from another side.
3. e-domizil can charge an appropriate refund for already handled travel precautions and expenditures if e-domizil operates journeys itself. The amount of fees payable by the customer in case of cancellation or withdrawal of the journey is determined by the separate e-domizil travel terms and conditions.
4. In order to avoid the described fees for withdrawal, e-domizil urgently advises to take out a travel insurance.

IV. Modification of services and prices

1. Modifications or variations of single travel services from the content of the travel contract agreed upon, that become necessary after completing the contract and are not effectuated by e-domizil or the funding agency against good faith, are only allowed, if they are negligible and do not affect the entire layout of the journey. Potential warranty claims remain unaffected, if the modified services are deficient.
2. The specifications made on the Internet are fundamentally binding for e-domizil, as soon as they became the legal foundation of the travel contract. e-domizil reserves the right to declare modifications of the information given on the internet because of objectively justified, relevant and not predictable reasons and informs the traveller prior to the booking.
3. e-domizil reserves the right to raise the announced price confirmed with the booking in case of modification of the exchange rates effective for the journey or in case of modifications of information to the amount the increase affects the travel price, if a time period of four months is reached between receipt of the travel confirmation and the travel date agreed upon. In this case e-domizil informs the traveller immediately, at least 21 days prior to departure. Increase in price is illegitimate beyond this date.
4. If the increase of price exceeds 5% or if essential travel services are modified relevantly, the traveller can withdraw from the travel contract without any cancellation fee or can demand the participation in an at least equivalent journey, if e-domizil is capable of offering such a journey without any additional charge. The traveller has to claim this right immediately upon declaration towards e-domizil. Further claims do not persist.
5. The price guarantee applies if the customer gets an offer from another tour operator for the same holiday house or holiday apartment within 8 days after booking at a reduced rate for demonstrably the same scope of services. The customer will then get the reduced price at e-domizil as

well. The basis for comparison forms the price that is disclosed and bookable in the booking engine respectively the catalogue of the other tour operator. The offer of compromise has to comport concerning travel period and the number of persons and has to include the assurance of the customers' funds respectively the issue of a safety letter. Only offers of compromise of German tour operators can be considered.

V. Liability of e-domizil

1. Basically, e-domizil is solely operating as mediator between the customer and the funding agency and acts on behalf and for account of the funding agency. In this case, e-domizil is not liable for the services to be generated by the funding agency towards the customer. If e-domizil exceptionally operates journeys itself, the liability of e-domizil is determined by the e-domizil tour operator terms and conditions and the §§ 651 a) ff. BGB (German civil code).
2. If e-domizil operates as mediator, e-domizil has to rely on the information given by the respective tour operator concerning the information regarding the journey. e-domizil has no possibility to check the correctness of this information. e-domizil therefore does not issue any guarantee or warranty regarding the correctness, completeness or update of this information. The same applies to further information given on the website and issued by third parties.
3. e-domizil is liable towards the customer regarding a proper mediation within the framework of due diligence of a fair merchant. Basically, e-domizil is only liable within this contract in case of absence of warranted characteristics, breach of main duties to indemnify and other cases of breach of compulsory treaty indemnity except from intention and culpable negligence. e-domizil's liability in cases of slight fault is restricted to the value of the booked journey, in any case on predictable and typical damages. A legal liability regardless of negligence or fault of e-domizil does remain unaffected. e-domizil is not liable for slight faults of auxiliary persons.

VI. Indications on passport, visa, foreign currency and health regulations

1. Each customer/traveller is responsible for the compliance with the valid national and foreign entry and departure, health, passport and visa regulations.
2. In case of indications on passport, visa, foreign currency and health regulations within this website, it is assumed that customers are German citizens. If this is not the case, the customer independently contacts the responsible embassy or consulate. e-domizil does not issue any guarantee or warranty regarding the correctness, completeness or update of this information because e-domizil depends on indications of third parties (funding agencies or public authorities) regarding this information which can change anytime. e-domizil is insofar not liable.

2nd part: General regulations

1. Should one of the protrusive regulations be ineffective or become ineffective, the other regulations remain effective anyhow. The effectiveness of this contract as whole remains unaffected. The ineffectiveness of the mediated travel contract does not affect the mediation contract.
2. Breach of contract or sound suspicion of breach entitles e-domizil to exclude the respective customer from the usage of this website and / or services, as soon as the transacted bookings are concluded.
3. This contract demonstrates the whole agreement between you and e-domizil concerning this website and replaces all previously or simultaneously related notifications or proposals, either electronically, verbally or in written form between you and e-domizil.
4. The traveller may only take the mediator of the journey to court at the mediator's principle place of business. For proceedings instituted by the mediator of the journey against the traveller, the latter's place of residence is relevant, unless proceedings are instituted against merchants or persons who don't have a general court of jurisdiction in the home country, or persons who have transferred their domicile or usual place of residence abroad after the conclusion of the contract, or whose domicile or usual place of residence is not known at the time of the institution of proceedings. In these cases, the local first-instance court of the mediator's seat is relevant.
5. We point out that the retrieval and storage of the treaty text is only possible at the moment of signing the agreement. Afterwards it is no longer accessible to you.

6. Contracting Party:

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