

# The General Terms and Conditions

Company **Marina Lipno, družstvo**

ID: 25187961

Slupečná 310

382 78 Lipno nad Vltavou, Czech Republic

registered at the Regional Court in České Budějovice, sp.nr. Dr 444

## **establishment:**

Slupečná 310

382 78, Lipno nad Vltavou , Czech Republic

as the **accommodation provider** (hereinafter also referred to as **Landal Marina Lipno**), hereby, pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, issues the General Terms and Conditions of Accommodation and Services in the accommodation facility at the address Lipno nad Vltavou 310, postcode 382 78, belonging to the Landal GreenParks resort network, which operates a network of recreational areas and campsites (hereinafter also referred to as the **resort**).

The subject of these General Terms and Conditions of Accommodation and Services in Accommodation Facilities (hereinafter also referred to as **GTC**) is the regulation of the terms and conditions for the provision of accommodation and related services provided to the customer of these services (hereinafter also referred to as the **accommodated person or user**), based on the accommodation contract (hereinafter also referred to as the **contract**). The GTC are an integral part of all arrangements between the accommodation provider and the accommodated. By confirming the offer (including the online offer) of Landal Marina Lipno, or the reservation of the accommodated person (hereinafter also referred to as **reservation**), the accommodated person accepts the following GTC as binding for all services related to the subject of the GTC.

## **EXCLUSION RIGHT OF WITHDRAWAL**

The accommodation provider hereby declares, and the accommodated acknowledges, that all made reservations are legally binding. The right to withdraw from the contract (reservation) within 14 days of making the reservation is not applicable to agreements concluded with the accommodation provider, pursuant to Section 1837, letter j) of the Civil Code.

## **1. APPLICATION**

**1.1.** These General Terms and Conditions apply to all offers, bookings and agreements relating to all accommodations and other facilities rented out the accommodation provider (hereinafter also referred to as an **object or place**).

**1.2.** In these General Terms and Conditions, the term **'user'** or **'guest'** means: the accommodated person and any persons named by the accommodated person who will make use of the accommodation rented by the accommodated person and/or other facilities.

**1.3.** These General Terms and Conditions shall apply regardless of your (prior) reference to any terms of your own or to any other general terms and conditions. The accommodation provider rejects all General Terms and/or Conditions to which you may refer or which you use adopt.

**1.4.** Any agreements deviating from these General Terms and Conditions shall be valid only if agreed in writing.

## **2. BOOKINGS**

**2.1.** Landal Marina Lipno or Landal GreenParks shall only handle bookings/reservations made by persons of 18 years and over. Bookings/reservations made by persons under the age of 18 shall be invalid.

**2.2.** Accommodation provider always reserves the right to refuse (or set special conditions) to handle any non-standard bookings, particularly from groups, without giving reasons.

**2.3.** Upon receipt of the accommodation request from the accommodated person, the accommodation provider accepts the offer or returns it for modification; in case of acceptance, the accommodation provider sends the accommodated person instructions for payment of the deposit and after payment of the deposit, the accommodation provider sends the reservation confirmation. It is the responsibility of the guest to check the accuracy of the documents sent immediately after acceptance. Any discrepancies must be communicated to the accommodation provider immediately.

After receiving an accommodation request from the accommodated person, the accommodation provider will either accept the offer or return it for revision. In the case of acceptance, the accommodation provider will send the accommodated person instructions for the deposit payment, and after the deposit has been paid, the accommodation provider will send a reservation confirmation. It is the responsibility of the accommodated person to immediately check the accuracy of the documents upon receipt. Any discrepancies must be reported to the accommodation provider without delay.

**2.4.** If the guest does not receive payment instructions within 48 hours, he/she is obliged to contact the reservation department immediately, as in this case the guest does not have the right to claim the accommodation.

**2.5.** An agreement between guest and accommodation provider shall exist from the moment Landal Marina Lipno has confirmed your reservation by sending the guest payment instructions and the guest pays the deposit.

**2.6.** This agreement relates to the letting of accommodation for recreational use. It is therefore a contract of limited duration.

## **3. AMENDMENTS TO THE AGREEMENT**

**3.1.** If, after the agreement has been made, accommodated person wish to make any amendments to the agreement, accommodation provider shall not be obliged to accept it. Accommodation provider may at their discretion determine whether and to what extent such amendments shall be accepted. In the event that accommodation provider does accept accommodated person's amendments, the accommodation provider will charge you amendment costs in the event the amendments have been requested within 28 days before arrival.

**3.2.** Changing dates of arrival and/or location from 28 days before arrival are not allowed.

**3.3.** If the accommodated person wants to withdraw from the contract after the conclusion of an agreement, the cancellation conditions as described in Article 14 of these General Terms and Conditions will apply.

**3.4.** If, due to circumstances (for example, because of a homeowner's booking), accommodation provider must make a change to a reservation booked by the accommodated person regarding the location or type and / or location of the bungalow, accommodation provider can offer you a suitable alternative.

#### **4. SUBSTITUTION**

**4.1.** Neither the accommodated person nor the users are allowed to leave the rental object to other persons than those listed in the contract, unless otherwise agreed in writing with Landal Marina Lipno. Furthermore, the accommodated person is obliged to comply with the maximum permitted accommodation capacity, which is indicated in the description of the apartment on the Landal Marina Lipno website and on the payment document (Article 2.3), while this capacity can only be exceeded by one child under the age of 2, without the right to an additional bed. In case of violation of this provision, both contracting parties consider it a gross breach of obligations by the accommodated person with the consequences of § 2331 of the Act. No. 89/2012 Coll. Civil. discipline.

**4.2.** The accommodated person undertakes to provide all necessary information about himself and other users on the accommodation form for the purposes of keeping a record book in accordance with Act No. 565/1990 Coll. on local fees and also in the sense of Act No. 326/1999 Coll. on the stay of foreigners in the territory of the Czech Republic. The accommodated person is also obliged to prove himself for this purpose with an identity card or travel document. The accommodated person will then confirm the correctness of this information by signing the accommodation book form.

**4.3.** Until the start of the accommodation, the accommodated person may request that a third party (the new guest) enters into the contract and takes over the accommodation. In such a case, the original guest is responsible for the payment, including other costs, by the new guest. The host will charge a flat administrative fee of CZK 810 for each such change.

#### **5. PRICES**

**5.1.** The accommodated person (or user) undertakes to pay the accommodation provider the contractual amount, which is stated on the confirmation and in the documents to be paid (Article 2.3).

**5.2.** Once the accommodation provider has sent you the booking confirmation/invoice your booking shall no longer qualify for price discounts and/or special offers.

**5.3.** All prices are inclusive of VAT unless otherwise stated.

**5.4.** Corresponding reservation codes must be provided directly at the time of reservation, either by telephone or in writing via the Internet.

**5.5.** If VAT or other fees (local fees) are increased after the conclusion of the contract, or more than 4 months before arrival, based on legal regulations, the total price for accommodation will be increased by the same amount. This increase will be applied by the accommodation provider no later than 21 days before the start of the stay.

## **6. EXTRA COSTS**

**6.1.** In addition to the price for the accommodation, bedding, local fees, other taxes and a reservation fee are to be paid.

**6.2.** The amount of tourist tax is determined by the municipality in which the resort Landal Marina Lipno is located. The accommodated person is always obliged to pay the municipality tourist tax to the accommodation provider.

## **7. PAYMENTS**

**7.1.** When reservations are made within 6 days or less before arrival, it is necessary to pay the total amount immediately without cash (e.g. by credit card).

**7.2.** When reservations are made 7 to 14 days before arrival, it is necessary to pay the total amount within 3 days of sending the booking confirmation.

**7.3.** When reservations are made 15 to 44 days before arrival, it is necessary to pay the total amount within 7 days of sending the booking confirmation.

**7.4.** When reservations are made 45 days or more before arrival, it is necessary you are required to make a down payment of 30 % of the total amount within 14 days from making the reservation. The remaining amount must be paid no later than 30 days before the start of the stay as specified in the booking confirmation.

**7.5.** If the accommodated person does not pay the amount by the due date, this is a delay in payment. In such case, the accommodation provider will offer the accommodated person the possibility to pay the amount within a replacement period of 3 working days. If the accommodated person does not do so, the accommodation provider reserves the right to terminate the contract with immediate effect. In such case, the accommodated person is liable for damages that the accommodation provider has suffered or will suffer as a result. In case of possible cancellation of costs, reference is made to Article 14 in these terms and conditions.

**7.6.** If the issued amount has not yet been credited to the Landal Marina Lipno account upon arrival and the accommodated person cannot prove that the amount was properly transferred before arrival, it must be paid immediately on the spot. If the accommodated person does not do so, Landal Marina Lipno is entitled to prevent the use of the rented object. If it is later discovered that the amount has already been paid even though it has not yet been correctly credited to the Landal Marina Lipno bank account, any overpayment resulting from payment on the spot will be refunded.

**7.7.** The accommodation provider is entitled to claim compensation from lost profits for any reason at all times.

## **8. ARRIVAL AND DEPARTURE**

**8.1.** The rented accommodation is available from 3 p.m. on the agreed day of arrival as specified in the booking confirmation. On the agreed day of departure specified in the booking confirmation the accommodation is to be vacated before 10.00 a.m. The accommodation provider can accommodate a guest who can prove himself with a valid passport, identity card or other identity document.

**8.2.** If the use of the accommodation is terminated earlier than the agreed date specified in the booking confirmation, the guest shall not be entitled to any repayment of (part of) the rent.

## **9. REGULATIONS**

**9.1.** All guests must comply with the rules established by the accommodation provider as laid down among other matters in the Park Regulations. These Regulations can be obtained from the reception upon arrival.

**9.2.** If the guest cannot present any valid identity document in accordance with Article 4.2, the accommodation provider is entitled to refuse to accommodate such guest.

**9.3.** Each accommodation may only be inhabited by the number of persons specified for the accommodation concerned.

**9.4.** The accommodation provider reserves the right to change the organisation and opening hours of the park facilities, including partial or full closing of the facilities, without the accommodated person being entitled to any compensation.

**9.5.** If it is necessary that maintenance work be carried out you shall allow such work to be carried out on the accommodation or other facilities during your stay, without being entitled to any compensation.

**9.6.** For safety reasons, no tents may be pitched in the resort area.

**9.7.** Parking is allowed only in designated parking lots. If the guest arrived with a large vehicle (motorhome, caravan), he is obliged to park only in the central parking lot.

**9.8.** The accommodated person must leave the accommodation clean and tidy (i.e.: no dirty dishes, beds stripped, and bedclothes folded, kitchen and fridge cleaned, dustbin bag in the skip).

**9.9.** The guest is obliged to rent bed linen from the accommodation provider and pay the relevant fees to the municipality (accommodation fee). These items are already included in the basic rental price.

**9.10.** In the case of acting in violation of these General Terms and Conditions or resort regulations or staff instructions, the accommodation provider is entitled to immediately expel the accommodated person and other users from the resort.

**9.11.** Should there be any breach of the rules set out in these General Terms and Conditions, of the House Rules and/or no observance of staff instructions in respect of Rules, the accommodation provider shall be entitled to remove the accommodated person and any other user from the park immediately without repayment of the accommodated person or any part thereof.

**9.12.** Should the park management seriously suspect that the accommodated person of a holiday home is acting contrary to the law and/or public order and/or public decency, the park management shall be entitled to gain access to the holiday home.

## **10. PETS**

**10.1.** Depending on the accommodation, the accommodation provider allows the accommodated person to bring a maximum of one or two pets. If you and/or other users wish to bring pets with you, you should state such when booking. In such case the accommodation provider shall charge, and you shall pay a surcharge. The accommodation provider reserves the right not to allow pets into the park, without giving reasons.

**10.2.** Pets are not allowed access to ponds, swimming pools, restaurants, indoor facilities and other public areas of the park (unless otherwise specified in each area). All pets must be leashed outside the accommodation. Local Instructions must be followed. Pets must not cause any nuisance to other guests.

**10.3.** A dog basket is compulsory as a protection against fleas for dogs/cats. Drops, pills or flea collar suffices.

**10.4.** Animals that can only be kept in a cage are not subject to the pet fee. Even so, it must be reported when booking.

**10.5.** Visitors' pets (i.e. persons not staying at the resort) are not allowed.

**10.6.** For animals travelling to other EU countries, there is the obligation to comply with all applicable legislation applies. Animals must, among other things, be vaccinated against rabies and be identifiable based on a chip or "tattoo". The accommodated person is responsible for the correctness of the documents that may be required to be presented at the destination.

## **11. USE OF ACCOMMODATION; INVENTORY**

**11.1.** The accommodated person /user and the people accompanying the accommodated person are jointly and severally liable for keeping order in and around the rented accommodation and elsewhere in the resort and for the use of the accommodation and for any equipment provided.

**11.2.** The accommodated person is also jointly and severely liable for any damage that results from breakage and/or loss and/or damage to the inventory and/or accommodation. Any damage must be reported to the accommodation provider and paid for immediately, unless the accommodated person can prove the damage is not attributable to the accommodated person, other users or any of the other members of the accommodated person's party.

## **12. DEPOSIT**

**12.1.** The accommodation provider may require a deposit at the start of the stay. The deposit per accommodation is maximized at the total booking amount, but this can be increased by the accommodation provider in case the circumstances give cause (for example rental by groups).

**12.2.** The purpose of the deposit is to cover damages and/or costs, in the broadest sense of the word, that the accommodation provider can suffer if the accommodated person /user or any of the people that accompany the accommodated person do not adhere to their obligations.

**12.3.** If the deposit is not paid immediately the accommodation provider is entitled to refuse the accommodated person and/or other users access to the use of the accommodation.

**12.4.** If you fail to pay the deposit, the accommodation provider is also entitled to dissolve (cancel) the agreement with immediate effect.

**12.5.** The entire deposit, or any deposit remaining after any claims of the accommodation provider on the accommodated person and/or users have been settled (damage to inventory, accommodation and/or other costs), will be refunded. This repayment will not affect any (additional) claims to compensation.

### **13. INTERNET USE**

**13.1.** The accommodation provider has an internet connection, which is also freely accessible to our guests, the price for use is included in the accommodation price.

**13.2.** The accommodation provider does not provide the host with the necessary technical and software equipment to use the internet. The accommodated person must bring the necessary technical and software equipment with him, this equipment must be legally eligible for operation in the EU (Czech Republic). The accommodated person is responsible for setting up, connecting other devices, as well as for the security measures of the computer or operating system. In particular, it is his responsibility to secure the computer with up-to-date antivirus programs or a firewall.

**13.3.** The accommodation provider is not liable for any loss because of the use of the internet or breakdowns in the network.

**13.4.** The resident must behave when using the Internet as expected from a responsible and aware Internet user; you should adhere to the legal provisions regarding the use of the Internet. At the same time, they must take care of copyright, when a third party or good morals could be damaged. The user must be aware that using exchanges to illegally download music and movies may be a criminal offense, and you may be required to pay damages to the owner of this type of property. The accommodation provider states this only as an example of a possible violation of the law.

**13.5.** In the case of observed or suspected nuisance to third parties and/or (other) Internet misuse by the accommodated person /user or those accompanying the accommodated person, the accommodation provider shall have the right to block access to the Internet, either completely or in part.

**13.6.** The accommodated person shall indemnify the accommodation provider against any claims by third parties for reimbursement of loss for which those third parties might seek recourse from the accommodation provider in any way, in so far as such claim is based on the use made of the Internet by the accommodated person /user or those accompanying the accommodated person.

## **14. CANCELLATION COSTS**

**14.1.** Unless otherwise stated, in the event of cancellation of the reservation by the accommodated person (withdrawal from the contract), the accommodated person is obliged to pay the agreed price for the accommodation (cancellation fees). The accommodated person has the right to a refund of the price already paid for the accommodation, if the reservation is cancelled within 14 days of its execution and at the same time in a period longer than 30 days before the agreed arrival of the accommodated person (start of accommodation). Only in this case will no further payments be required.

**14.2.** If the reservation is cancelled by the accommodated person staying more than 14 days after it was made, and at the same time there are more than 30 days left before the start of the accommodation, then these cancellation fees amount to 30 % of the price of the agreed accommodation. In other cases, cancellation fees amount to 100 % of the agreed accommodation price.

**14.3.** It can take out insurance to cover this cancellation risk by effecting cancellation insurance when you make your reservation.

**14.4.** If the accommodated person has not arrived within 24 hours after the agreed date without notice, this shall be deemed to be a cancellation. In this case the full total amount is to be paid.

## **15. FORCE MAJEURE AND CHANGE**

**15.1.** If an extraordinary, unforeseeable and insurmountable obstacle arising independently of his will prevents the accommodation provider from temporarily or permanently fulfilling his obligations under the contract, the accommodation provider is entitled to offer the accommodation provider an alternative option (another space or another date in the resort) within 14 days from the discovery of the impossibility of fulfilling the contractual agreement.

**15.2.** This so-called "Force majeure" arises on the part of the accommodation provider when the full or partial fulfilment of the contractual agreement is prevented by circumstances beyond the control of the accommodation provider. These circumstances primarily include war dangers, strikes, blockades, fires, floods or any other natural disasters and other dangers and events, including epidemics.

**15.3.** The accommodated person is entitled to reject this alternative option but must do so within 14 days of receiving the alternative offer from the accommodation provider. In such case, the accommodation provider has the right to terminate the contract with immediate effect. The accommodated person is only entitled to a refund of the amount already paid. However, the accommodation provider is not obliged to make any other payment to the accommodated person, e.g. compensation for any damage, etc. due to the non-fulfilment of the stay.

## **16. TERMINATION**

**16.1.** The accommodation provider shall be always entitled to terminate the agreement with immediate effect if, when making the booking, your personal details and/or the personal details of other users are incomplete and/or inaccurate. In such case there will be no repayment of the rental sum or any part thereof. In such case, the accommodation provider is entitled to compensation for damages arising from early termination of the contract.

## **17. LIABILITY**

**17.1.** The accommodation provider does not assume any responsibility for theft (or theft from locked areas of the living space or swimming pool), loss or damage to objects or persons that occur during or because of a stay at the Landal Marina Lipno facility, other than that resulting from valid legal regulations (§ 2946 et seq. Civil Code No. 89/2012. Users are obliged to store their belongings in designated places designated by the accommodation provider.

**17.2.** The accommodation provider is not the organizer of the tour (according to §2521 et seq. Act No. 89/2012 Coll. Civil Act), thus assumes no responsibility for damages (non-property damage) that arise because of loss of experience or satisfaction from the holiday or in case of substantial shortening of vacation and compensation for all other consequential damages is excluded. Furthermore, in principle, the accommodation provider does not assume any responsibility for claiming compensation for damage that is subject to insurance.

**17.3.** The accommodation provider is not liable for disruptions in the services or defects in the services provided by third parties.

**17.4.** Liability for material damage is limited only to the maximum amount that results from valid legal regulations (§ 2948 Act No. 89/2012 Coll. Civil Act.).

**17.5.** The accommodated person is responsible for all losses and damages to the rented space or the property of the accommodated person or third parties, which were caused during use by the accommodated person, regardless of whether it was caused as a result of the direct actions of the accommodated person or the actions of a third party who moves with the lodger's permission in the facilities of the resort.

**17.6.** The accommodated person hereby declares that he will not demand any compensation from the accommodation provider for any damages caused to a third party that lead to actions or omissions caused by the guest, or the actions of a third party who, with the permission of the guest, moves in the premises of the resort.

**17.7.** Liability for all non-contractual claims for damages is excluded on the part of the accommodated person.

**17.8.** The accommodation provider is not responsible for any noise caused by a third party or other guests in the resort.

**17.9.** The named limitations of liability do not apply to damages caused by threats to life and health and neglect of obligations and duties arising from the duty of the accommodation provider or one of his representatives.

**17.10.** When the accommodated person checks in, the accommodated person will receive an accommodation key, both for the room and the entrance to the building in which the space is located (together referred to as "keys"). The accommodated person is obliged to prevent the loss, destruction, damage of these keys, as well as to prevent the keys from being made available to third parties who are not staying together with him. In case of lost keys, the accommodated person is obliged to immediately report this loss to the reception of the resort. If they do not do so, the accommodation provider is not responsible for the resulting damage related to the loss of the key. The accommodated person hereby undertakes to pay the accommodation provider compensation in the amount corresponding to the replacement of a new lock and the buying a set of new keys in the event of the loss of the key. The accommodated person hereby agrees to compensation for damages in the amount of approximately CZK 20.000, which corresponds to the costs incurred by the accommodation provider, as it is necessary to replace the keys to the apartment (a total of 6 pieces) and the locks with 5th class security (apartment + cellar).

## **18. COMPLAINTS**

**18.1.** Despite all the efforts of the accommodation provider, it may happen that you have a justified complaint in relation to the agreed stay. The accommodated person must report this claim without undue delay in person directly at the accommodation provider's reception or by email: gm@marinalipno.cz. If the accommodated person's complaint is not heard to his satisfaction, the accommodated person has the option to send a written letter to Landal Marina Lipno, client service, Slupečná 310, 382 78 Lipno nad Vltavou, no later than 1 month after departure from the resort, with the understanding that his complaint will be processed with maximum attention. All contractual claims are time-barred after two years and will no longer be considered.

**18.2.** If even our customer service cannot help you, you have the option of submitting your request to the Czech Trade Inspection.

### OUT OF JUDICIAL RESOLUTION OF CONSUMER DISPUTES

The accommodated guest has the right to submit a proposal for an out-of-court settlement of such a dispute to the designated entity for the out-of-court settlement of consumer disputes, which is:

**Česká obchodní inspekce** (Czech Trade Inspection)

Ústřední inspektorát - oddělení ADR

Štěpánská 15

120 00 Praha 2

Email: adr@coi.cz

Website: <https://adr.coi.cz>

The Czech Trade Inspection is a supervisory authority supervising consumer protection, proceeding in accordance with Act No. 64/1986 Coll., on the Czech Trade Inspection, as amended, and other legal regulations.

The website of the Czech Trade Inspection is [www.coi.cz](http://www.coi.cz)

With the publication of these General Terms and Conditions, all previous publications lose their validity.

Based on the amendment to Act No. 634/1992 Coll. on consumer protection, the obligation to inform about "the subject of out-of-court resolution of consumer disputes, which is materially competent for the given type of product or service offered, sold, provided or mediated", was added. Such information shall be communicated to the consumer in a clear, comprehensible and easily accessible manner and shall also include the Internet address of such entity. The law explicitly states that if an entrepreneur operates a website, the information must also be provided on this website, and if the entrepreneur refers to his business terms and conditions as part of the conclusion of the contract, the information must also be included here.

### **The accomodationproviders**

1. The accommodated guest has the right to submit a proposal for an out-of-court settlement of such a dispute to the designated entity for the out-of-court settlement of consumer disputes, which is:

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2. In accordance with the provisions of § 1837, letter j) of Act No. 89/2012 Coll., of the Civil Code, the accommodated person as a consumer does not have the right to withdraw from the accommodation contract if the accommodation facility provides performance within the specified period.

### **The restaurantproviders**

1. The guest has the right to submit a proposal for an out-of-court settlement of such a dispute to the designated entity of out-of-court settlement of consumer disputes, which is:

#### **Česká obchodní inspekce (Czech Trade Inspection)**

Ústřední inspektorát - oddělení ADR

Štěpánská 15

120 00 Praha 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Website: <https://adr.coi.cz>

## **19. TRAVEL DOCUMENTS**

**19.1.** The accommodated persons are responsible for having a valid ID with them (also for pets). The accommodated provider is not responsible for the consequences of missing documents.

## **20. PRIVACY**

**20.1.** The accommodated person agrees to the collection, storage and processing of personal data (hereinafter also referred to as data) contained in his reservation and contract by the manager of Landal Marina Lipno (or its employees) for the purpose set out below, with the detailed information on the processing of personal data of clients and business partners are listed on the Landal Marina Lipno website (hereinafter also referred to as Information). The user has been familiarized with all completed parts of the reservation and contract, all data are accurate and true and are provided voluntarily.

Landal Marina Lipno is authorized to pass on this data for further processing to Landal GreenParks B.V., with registered office Dr. van der Stamstraat 4, 2265 BC Leidschendam, The Netherlands, which also reported the storage of personal data to the Dutch Data Protection Register in The Hague. The purpose of processing this personal data is administrative operations (operation of the international reservation system).

**20.2.** All your rights related to the processing of this data are listed in Article 4 of the Information (Your rights).

## **21. GENERAL**

**21.1.** The accommodation provider will send you the correspondence digitally, unless this proves not to be possible.

**21.2.** Apparent printing and typing errors shall not bind the accommodation provider.

**21.3.** These General Terms and Conditions cancel all previous publications.

**22.4.** The accommodation provider does not operate a travel agency, he only provides accommodation services. The responsibility of the accommodation provider thus results only from the accommodation contract according to § 2326 et seq. Civil Code. All claims arising from other obligations, especially tour contracts, must be made with their organizer.