

## Conditions governing the submission, confirmation and cancellation of reservations (Booking Conditions) dated 4 March 2008

In accordance with clauses 10 and 11 f. and m. of its Booking Conditions, the Steering Committee of the schlaf im Stroh! Association hereby declares:

**No. 1** Conditional upon further general conditions, the following **Booking Conditions** shall govern the obligations between users (subsequently known as the Guest) and suppliers (subsequently known as the Supplier) of services rendered under the registered trademark *schlaf im Stroh!*.

**No. 2** The Guest contacts the Supplier to **submit a reservation** in writing. Until the reservation is confirmed by the Supplier, the transaction takes the form of an offer that alone binds the Guest.

**No. 3** <sup>1</sup> The Supplier responds by sending the Guest a **reservation confirmation** in writing. Together with its conditions, the confirmation acknowledges receipt of the reservation, at which point the service contract is considered valid and binding on both parties conditional upon these terms.

<sup>2</sup> If the Supplier's confirmation differs in substantive respects from the Guest's reservation, the latter is entitled to withdraw from the transaction. To do so, the Guest shall inform the Supplier of his or her withdrawal within five days of dispatch of the confirmation, such notification to be in documented form.

**No. 4** <sup>1</sup> Any partial or complete **cancellation** by the Guest of the agreed reservation after receipt of the confirmation as per subsection 3 shall be communicated to the Supplier without delay.

<sup>2</sup> In the event of such cancellation, the Guest shall be liable to the Supplier for the following **compensation**:

Res.	Compensation as a percentage of the total amount of the agreed services:	Receipt by Supplier of Guest's cancellation:
a.	30%	≤ 30 days prior to commencement of agreed services
b.	50%	≤ 8 days prior to commencement of agreed services
c.	80%	The day before commencement of agreed services
d.	100%	The day of commencement of agreed services

<sup>3</sup> The **time limits** shown in para. 2 begin on the day of the agreed services. The terms shown also apply analogously to any deviation from the reservation confirmation in respect of the day of arrival or departure and/or any interruption of the agreed services.

<sup>4</sup> A **force majeure** in the form of any lasting interruption or immediate serious threat to routes leading to the place where the services are to be supplied shall absolve the Guest from liability for the compensation defined in para. 1; the Guest shall communicate this to the Supplier without delay and, if required, provide evidence.

<sup>2</sup> Even after cancelling a reservation, the Guest remains liable for any **reservation charges** levied by the Supplier.

**No. 5** The agreed and **exclusive place of jurisdiction** in the event of any dispute arising from this agreement shall be that where the Supplier is based.

Lungern, 4 March 2008

for the Steering Committee

Susanne Ming, Chair