

## Mediation conditions of the Sardegna GmbH, Munich

### Sardegna GmbH as mediator or agency for travel services/other services

Sardegna GmbH, Munich acts only as an agent for the respective tour operators and other providers and does not participate as a contract partner in the actual travel arrangements. The contracts arranged by Sardegna GmbH are concluded in the name of and for account of the respective tour operator/service provider.

The travel suggestions and travel service displayed on the Internet and in the brochures by Sardegna GmbH are non-binding offers made by Sardegna GmbH or by the respective provider.

### 1. Booking procedure

The customer can inquire with Sardegna GmbH about the availability and prices by mail, telephone or online. Sardegna GmbH gathers prices and availability on behalf of the respective tour operator/service provider. Please note that the offer supplied is not-binding. If the customer is interested in an offer, he lets Sardegna GmbH know in writing, via e-mail or by phone. The binding quote will only be issued and sent to the customer after the customer specifically requests it. With regard to holiday villas, the customer has the option of reserving a property for a certain period with no obligation. The contract with the respective tour operator/service provider only becomes binding when the customer declares his acceptance of the contract for a binding offer. Sardegna GmbH assumes no liability for how the travel services/offers advertised in the brochures and on the website are rendered and gives no guarantee of the suitability or quality of the travel services/offers described. The party responsible for this is the respective tour operator/service provider with whom the customer concludes the travel contract.

If you need additional information about the travel services, offers and terms and conditions, please refer to the websites of the respective service providers or tour operators listed below.

### 2. Obligations of the customer

If a contract is concluded between the customer and the tour operator/service provider, in addition to following the rules for involvement, the General Terms and Conditions as well as other rules defined by the respective tour operator/service provider apply. These can include payment terms, conditions regarding settlement dates, liability, cancellation, rebooking, repayment, limitation of liability, notice and limitation periods, as well as other conditions stipulated in the contract. For further details regarding the exact content of the applicable terms of business and other regulations, the customer needs to get in contact with the selected tour operator/service provider directly.

Deficiencies in the agency services provided by Sardegna GmbH are to be reported immediately to Sardegna GmbH and an opportunity must be granted Sardegna GmbH to remedy the situation. If the customer is guilty of not reporting the deficiencies, the customer loses any claim originating in the agency contract, in as far as a reasonable remedy could have been supplied by Sardegna GmbH.

### 3. Rebooking and cancellations

Rebooking and withdrawal from the travel contract must comply with the conditions set by the respective tour operator or provider. Sardegna GmbH has the right to invoice the customer on behalf of the respective tour operator/provider for all costs and travel compensation for incomplete travel resulting from rebooking or withdrawal and to collect or retain these amounts (collection authority).

In addition, Sardegna GmbH charges the following service fees for rebooking/cancellation:

-For rebooking and/or cancelling flight/ferry tickets: 20 euros per person

-For rebooking and/or cancelling rental cars: 20 euros per rental car

-For rebooking and/or cancelling holiday homes and holiday apartments: 100 euros per property

-For rebooking and/or cancelling hotels: 50 euros per hotel booking

-For rebooking and/or canceling chartered sailboats: 50 euros per booking

-All additionally arranged services are charged according to the expenditure

These service fees are independent of the respective withdrawal/cancellation fees stipulated in the travel contracts arranged by Sardegna GmbH. For this, the respective General Terms and Conditions of the tour operator/service provider apply.

Sardegna GmbH retains the right to also invoice fees according to the costs actually incurred. It is up to the customer to prove to Sardegna GmbH that Sardegna GmbH actually incurred no or substantially lower damage than the damage reflected by any flat fees demanded by Sardegna GmbH.

### 4. Travel insurance

Sardegna GmbH points out the option of buying travel cancellation insurance, international travel health insurance including coverage for repatriation costs in the case of an accident or illness, as well as the option of buying travel accident insurance and baggage insurance.

### 5. Payment/receipt of the travel documents

As far as Sardegna GmbH invoices and collects payment for travel or other services, this is done on behalf of and invoiced for the respective tour operator/service provider (collection authority).

Payment can be made via credit card VISA, Eurocard/Mastercard, American Express, as well as per bank transfer. Sardegna GmbH retains the right to charge for any possible administrative fees that Sardegna GmbH or the tour operator may incur related to payment made per credit card or per bank debit. The customer will be informed in advance of the applicable fees. Sardegna GmbH retains the right to any possible reversal fees related to credit card payment or bank debit pass onto the customer. Please refer to the terms of business of the respective tour operator/service provider for the exact information on the payment terms for the arranged travel services. Sardegna GmbH has the right to collect payment from the customer on behalf and in the name of the tour operator/service provider according to the terms of payment. The tour operator/service provider shall provide the customers with the travel documents through Sardegna GmbH.

All travel documents shall be delivered by normal letter post at no charge, except if last-minute reservations require that the travel documents be delivered by courier or express service. In this case, the customer shall pay the fees for the

courier service. Full payment of the travel price is the prerequisite for delivery of the travel documents. The tour operator is not required to deliver the travel documents without first receiving full payment from the customer. Should the price of the trip not be paid or not be paid in full before the date of departure, or if no proof that the full payment has been credited to the partner's bank account can be supplied, and should the customer fail to pay after a reminder and additional respite, the tour operator retains the right to dissolve the contract, except in the case that a grave deficiency of the trip is already existent. The mediator has the right to claim withdrawal fees as defined in section 3. in addition to the compensation fee of the service provider.

#### **6. Liability of Sardegna GmbH / Limitation of liability**

Sardegna GmbH is not responsible for furnishing the travel service itself but rather is only responsible for making sure that the services are provided in a proper business-like manner. Sardegna GmbH must make a reasonable effort to guarantee that the information made available to the customer, specifically regarding prices, limitations, and deadlines, was current, complete and correct at the time it was published. Sardegna GmbH assumes absolutely no liability for the exactness, completeness, and reliability of foreign content. All travel services offered are available only on a limited basis. Sardegna GmbH assumes no liability/guarantee for travel services rendered by the tour operator/service provider. The contractual liability of Sardegna GmbH as an agency for damages other than personal injury is limited to three times the value of the arranged travel services, provided the damages suffered by the customer are neither deliberate nor due to gross negligence on the part of the agency. Sardegna GmbH does not accept any responsibility arising from loss, damage or destruction of the travel documents in the connection with the shipment not directly caused by Sardegna GmbH. Information about the travel services is based on the information supplied by the tour operator or the provider of the travel services. This constitutes no promise on the part of Sardegna GmbH. Sardegna GmbH is not responsible for the availability of a travel service at the point of time a booking is made. This does not apply as long as Sardegna GmbH had previous knowledge of erroneous or incorrect information or this information was common knowledge in this business sector. In this respect, the liability of Sardegna GmbH for having ought to have known of such circumstances is nevertheless limited to cases of intent or gross negligence, and also to three times the value of the arranged travel services.

#### **7. Changes to the agency conditions**

Sardegna GmbH retains the right to change or modify the agency conditions at any time effective immediately without having to notify the customer in as far as no obligation for such notification exists. The customer can request the current version of the agency conditions or read them on the Internet at any time.

#### **8. Completeness**

These agency conditions contain all the agreements of the agency contract that exist between the customer and Sardegna GmbH and replace all previous agreements or promises, regardless of whether they were made verbally, electronically or in written form.

#### **9. Severability clause**

The invalidity of one or more of the provisions of the mediation contract does not entail the invalidity of the whole mediation contract. The same goes for the present mediation conditions for the mediation of private holiday homes in Sardinia.

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Managing Director: Ursula Kaup-Leopold

In the following, you will find links to the terms of business or to the Web sites of the tour operators/service providers we work with:

a) For all **holiday homes – la Sarda GmbH**:  
<http://www.lasarda.com>

b) **Airplane tickets**, please refer to the Web site of the respective operator:

- a. **FTI** – [www.fti.de](http://www.fti.de)
- b. **AER** – [www.aer.de](http://www.aer.de)
- c. **LTU** – [www.ltu.de](http://www.ltu.de)
- d. **Christophoros Reiseveranstaltungs GmbH** – [www.christopherus.at](http://www.christopherus.at)
- e. **Seewald** – [www.seewald-touristik.com](http://www.seewald-touristik.com)
- f. **Smeraldo Tours AG** – [www.smeraldo.ch](http://www.smeraldo.ch)
- g. **Olimar** – [www.olimar.de](http://www.olimar.de)
- h. **TuiFly** – [www.tuifly.de](http://www.tuifly.de)

c) **Ferry tickets**:

- a. **Moby Lines** - <http://www.mobyline.it>
- b. **Tirrenia** - <http://www.tirrenia.it>
- c. **Sardinia Ferries** - <http://www.corsicaferry.com>
- d. **Grimaldi** - <http://www.gnv.it>

d) **Rental cars**:

- a. **Maggiore S.p.A.** - <http://www.maggiore.it>
- b. **Midarent S.r.l.** – <http://www.midarent.com>

e) **Hotels**: The conditions for the hotels are available on request.

f) **Insurance**: **Elvia Versicherung**: <http://www.elvia.de>

g) **Sailboat charters**: **Boomerang Yachting & Charter**:  
[www.boomerangcharter.com](http://www.boomerangcharter.com)

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