

General terms and conditions (GTC)

Status: 11.05.2017

The wording of the contract is not saved when you book. You can of course save the general conditions of the contract, that are available in PDF format.

1. legal relations

1.1. The legal agreement between Adrialin GmbH, Werftstrasse 4, Postfach, 6002 Luzern 2, Schweiz, registered in Bezirksgericht Luzern under number CH-100.4.796.487-9 (hereafter referred to as ADRIALIN, "travel agent or provider") is governed by the law and the following General Terms and Conditions (AGB), which are based on- and supplement the legal provisions. The customer agrees to these conditions binding for him and the co-traveller registered by him.

1.2. The General Terms & Conditions can be seen at all times in the catalogue and online (print version).

2. Completion of the travel contract

2.1. Adults over 18 years of age can register a trip with ADRIALIN in writing, verbally, by telephone or online. When you register, you conclude the binding travel agreement with ADRIALIN, in which you commit to your proposal until ADRIALIN accepts or rejects it in writing. The travel agreement is a written booking confirmation/invoice sent online by ADRIALIN, either immediately or within 7 days at the latest, by e-mail. Note: The automatic confirmation of receipt of the registration of the trip sent by ADRIALIN by e-mail, which is dispatched by the online booking service, is not a booking confirmation.

2.2. We would like to point out that, according to the law on services offered, you do not have the right to cancellation but merely the statutory withdrawal and termination rights.

2.3. Travel agents are only brokers.

2.4. In the event that a property is unavailable, ADRIALIN can offer the customer several suitable alternatives. Neither your nor the tour operator are bound by this new offer. Should you choose to accept this, it is treated as a new travel booking.

2.5. We are happy to accept customers' requests on booking and pass these on to the landlord or operator. However please note that ADRIALIN cannot guarantee that they will be fulfilled. Special requests and bookings that have been conditionally accepted and verbally agreed only become valid when they have been confirmed by ADRIALIN in writing.

3. Payment

Within the booking process, you can choose to pay with the following payment methods:

- payment by bank transfer
- payment by credit card
- Payment by direct debit (only in Germany)
- Payment via PayPal account

For last minute bookings less than 21 days before departure, payment is only possible via PayPal, credit card or (only in Germany) direct debit. During this process, sensitive personal details such as credit card or bank account number, name, and address are encrypted online using SSL technology.

3.1. Payment

3.1.1 The deposit is 20% of the holiday costs and must be paid immediately upon receipt of the booking confirmation. The deposit will then be deducted from the total holiday costs.

3.1.2. Payment of the remaining amount equals 80% of the holiday costs. The deadline for this payment can be found in the booking confirmation. It is possible to pay the remaining amount in the local currency (Kuna) upon arrival at the location for some properties. This option is displayed in the price calculation if it is offered.

3.1.3. For bookings which are made from the 42nd. day prior to the start of travel (short term bookings) the complete travel price is due immediately. For objects offering to render the remaining payment upon arrival at the destination, only the down payment will be paid in advance and the balance shall be rendered in the respective currency (Kuna) upon arrival at the destination.

3.1.4. In the event of untimely payment of the deposit or of the entire rent for short term bookings, ADRIALIN can refuse to provide the services. Furthermore ADRIALIN can terminate the contract after a reminder and the setting of a response period. The operator can demand cancellation fees as compensation in adherence with the cancellation levels outlined under point 7.2 or 7.3, under the condition there are no travel defects at this point in time which would justify cancellation.

3.2. Payment via direct debit (German bank accounts only)

When you pay by direct debit, you authorise ADRIALIN, with the assistance of the Inter Card AG, Mehlbeerenstr. 4, 82024 Taufkirchen (InterCard) to collect payments from your account by means of SEPA direct debit and to instruct your bank to redeem these debits. The notice period is shortened to one day. The conditions agreed with your bank apply. Direct debits cannot be made from savings accounts.

3.3. Payment for bookings without pre-payment

For some properties, the booking can be paid for without making a pre-payment. Payment is made on the day of arrival with a credit card verified at the time of booking. An amount of EUR 2.00 will be authorised for verification, which will be cancelled immediately. The price of the booking is reserved on the credit card provided 30 days prior to arrival, but the debit is only carried out on the day of arrival. Alternatively, payment can be made by PayPal. In this case, the total amount is reserved at the time of booking, and the debit is carried out on the day of arrival.

4. Travel documents

4.1. Upon payment of the remaining holiday costs or the whole rental sum, the customer is sent the travel voucher. If the remaining payment is to be made on location, the travel voucher will be sent upon receipt of the contractually owed deposit. The travel voucher proves to the travel agency or keyholder at the holiday location (reception, residential manager) or to the hotel or holiday resort that you are the tenant. It contains directions to the travel agency or to the selected property, as well as telephone numbers and check-in times. The customer should note that the rest of the travel documents will only be dispatched after receipt of full payment.

4.2. Please notify us immediately if you, as travel booker, have not received your travel documents at the latest 5 days before the start of travel. In this case, we will send these immediately, dependent on payment. If you do not notify us and cannot travel due to missing travel documents, this has to be treated as a cancellation and cancellation charges will apply.

4.3. For bookings without pre-payment, travel documents will be sent after the successful reservation of the booking price on the credit card or PayPal account provided at the time of booking.

5. Services, prices

5.1. For the nature and scope of the services to be carried out by ADRIALIN within the travel agreement, only the descriptions, images and prices in the catalogues or on the website of ADRIALIN that are valid for the travel period and which have been made part of the contractual basis shall apply, in addition to the information referring to this in the booking confirmation. Any supplementary oral agreements that affect the scope of the contractual services shall require explicit written confirmation.

5.2. The local authorities impose a lump sum fee that is to be paid per person per day and is called "local tax" or "visitor's tax". Look in the property description to see if this is included in the price or if it has to be paid locally.

5.3. Please refer to the respective property description to see whether the following services and additional charges are included: use of electricity, water and gas; bedding; final cleaning and everything else which is advertised as being an additional service.

5.4. Other supplementary services are listed as such and are paid on site.

5.5. When the key is handed over an appropriate amount (deposit) may be requested as security for any damage caused. This will be repaid or charged against when the the flat and the fixtures have been returned in a condition according to the rules at the end of the stay.

5.6. The conclusive cleaning of the holiday apartments and holiday homes is carried out by you as customer, irrespective of the final cleaning carried out by the tenant. Conclusive cleaning includes Washington up and tidying away of all crockery and cutlery, removal of all rubbish and the sweeping through of all rooms so that a property can be handed over in a clean and tidy condition.

5.7. It is indicated in the programme descriptions whether towels are available in the property or have to be brought. Tea towels are provided by the landlord in some cases, we do however generally recommend to take these with you. Toilet paper (except in the hotels), washing up liquid and cleaning fluid should also be taken.

5.8. In the case where additional beds and/or child beds are provided, this will be noted correspondingly in the property description. Additional beds and/or child beds have to be ordered and that order has to be confirmed in every case and this has to be noted on the travel voucher.

5.9. Whether a pet is allowed can be found in the individual programme description. A pet definitely has to be registered on booking even if it is allowed according to the description. Only one pet is principally allowed. If pets are not allowed this does not necessarily mean that there will definitely be no pets in the house, on the holiday camp etc. or that the property you have rented does not sometimes have pets. If pets are principally allowed this does not automatically mean that they are allowed to move around freely everywhere. In many holiday camps, dogs are not allowed for example in the pool area and green areas, and certainly not in restaurants or similar areas. It may also be obligatory to keep your dog on a lead at all times. Dogs are also not permitted in the pools of individual houses. Pets are banned from sections of beach or beach complexes in many places, so you often have to be flexible on this point.

5.10. In the case of special offers, e.g. 14=10 or 7=5, or percentage discounts on the rental prices, campaigns such as early bird discounts or other offers variable supplementary costs may possibly be due for the full duration of the trip. If the special offer stay overlaps two travel times the discount will always be based on the lowest week or day price.

5.11. If ADRIALIN expressly arranges programmes on behalf of other tour operators or individual services of third party suppliers, e.g. excursions, flights, hire cars etc., then ADRIALIN shall only be liable for the orderly arrangement, not the service itself. The conclusion of the arranged contract and its content complies with the corresponding legal regulations and, if applicable, with the conditions of the respective contractual partner.

6. Changes in services

6.1. Changes or deviations in individual travel services from the agreed content of the travel contract, which are necessary after closing the contract and which were made by us in good faith, are only allowed where the changes and deviations do not significantly limit the total travel offering. Possible guarantee claims are not affected as long as the changed services are not defective.

6.2. You are also entitled to the rights named in the previous section in the case of a significant travel change and these rights must be claimed immediately after being notified of a significant change.

6.3. Adrialian carries out changes within a booking (increase in the number of people, if permitted, lengthening stay) for an additional surcharge of €30. Other changes to the booking are treated as a withdrawal.

6.4.1. Changes to a booking cannot be made within the last 7 days before departure. Any additional costs, which arise due to changes in the booking made within the last 3 weeks before departure, can only be paid by credit card.

6.4.2. Transfers of cruises are only possible up to 60 days before departure. The transfer fee is 5% of the confirmed charter price. For cancellation of individual people (changes to the actual number of participants), the reserved meals (half or full board) are to be paid in full from 3 days before departure, even for those who have cancelled.

7. travel cancellation

7.1. You can cancel the holiday at any time prior to the start of your holiday. Declaration of cancellation must not be carried out in a particular manner, however we recommend written declaration or an e-mail with confirmation request for reasons of traceability for both parties. It is crucial for cancellation that ADRIALIN receives the declaration of cancellation.

7.2. Our cancellation fees are calculated with regard to the current cancellation policy for each property. After price calculation, these fees are displayed on our website and listed in your booking confirmation.

7.3. In the event that you use your rights to find a replacement tenant the cancellation rules will not apply. This is however under the precondition that ADRIALIN as tour operator receives binding notification punctually prior to the travel date, so that the necessary changes can be made. Furthermore this is under the

precondition that the replacement tenants corresponds to the special requirements of the travel and that statutory regulations or local authority stipulations allow it. With the confirmation of the name change by the tour operator the new travel customer assumes the rights and obligations of the travel contract. ADRIALIN charges 30 € per change for the costs resulting from the changes.

7.4. As a tenant, you are obliged to prove to ADRIALIN as the operator that no damage occurred or that the damage which occurred is significantly smaller than the requested flat sum.

8. Recess/cancellation by ADRIALIN

8.1. ADRIALIN may renounce the contract before the date of arrival or cancel the contract after the date of arrival:

a) without adherence to a notice period if the customer continually disrupts the trip in spite of warnings, endangers others through his behaviour or otherwise behaves in violation of the contract.

b) without adherence to a notice period if the trip cannot be carried out or is significantly limited due to Force Majeure which could not be foreseen at the time of contract or industrial disputes.

If ADRIALIN terminates the travel contract due to point a), the travel price expires.

If ADRIALIN pursuant to b) renounces contract, all paid amounts are reimbursed immediately, the further requests are explicitly ruled out.

If ADRIALIN cancels the contract according to b) after the day of arrival, then you receive the reimbursement of the holiday costs corresponding to the costs saved by ADRIALIN.

8.2. If a minimum number of participants is specified in the travel advertisement or in other documents, which have become part of the content of the contract, ADRIALIN can withdraw from the travel contract at the latest on the 22nd day before departure, if this is not attained. If ADRIALIN withdraws from the travel contract in such an event, the customer can request participation in another holiday, provided ADRIALIN is able to allocate this from the offers available without any additional cost for the customers. Otherwise the customer will of course immediately be reimbursed the payments made on the travel price.

9. Fittings of the rented properties

9.1. In the holiday apartments and holiday homes cutlery and crockery is usually completely provided for the number of people. A refrigerator is definitely part of the basic fittings and is therefore not always explicitly mentioned in the property descriptions. All other technical household devices are only available if explicitly mentioned in the description.

9.2. If reception via satellite or cable is possible it will be shown in the text with Sat-TV or Cable-TV. However this does not absolutely guarantee that programmes in the customer's language can be received.

9.3. If the garden furniture is stated in the description that does not necessarily mean that there is one available chair for every person. Deck chairs and parasols are also only available if they are mentioned in the description of the property.

9.4. All accommodations offered are approved for accommodation in accordance with the local and customary regulations for accommodation. In general holiday properties are thought of exclusively for holiday purposes, which can be seen in the construction and furnishings. The bathroom and bedrooms tend to be smaller, the beds are not what people are used to. Many things are geared predominantly to utility. The holidaymaker should note that different building regulations do not apply in other countries. For example balcony railing and stair banisters are much lower, steps are steeper and doors and windows do not comply with the usual industry standards. The soundproofing of the properties is not always what people are used to, but conforms to the the norm in the country, meaning that sound and noise protection may be different. With holiday houses and flats, landlords often live in the property for part of the year, so sometimes parts of the property are shut away, as their property is in it. However there is always enough storage room and space available.

The normal international hotel classification of stars indicates the hotel standard and is based on the respective category details of the country concerned.

9.5. The dimensions of the apartment in square metres is approximate and may vary from the actual dimensions by up to 10%. Dimensions given include the surface area of the accommodation intended for use by you as a traveller. These include in particular the surface areas of balconies, loggias, winter gardens and/or terraces.

10. Customer's rights and liabilities.

10.1. You have the right as tenant to use the entire property including furnishings and devices. You are obliged to treat the property and its inventory, as well as any communal areas, with the utmost care.

10.2. You are obliged to replace any damage caused by you or your companions or guests during the course of your stay.

11. number of persons

11.1. The property may not be occupied with more persons than allowed in the catalogue and confirmed on the travel voucher (except for one infant of less than 2 years of age).

11.2. In the event of over-occupancy the landlord has the right to refuse or send away excess persons or to desire the proportional rental price and supplementary costs.

12. Time of arrival and time of departure

12.1. Time of arrival is between 2pm and 7pm on the day of arrival, unless otherwise stated. If you are unable to keep to the agreed time of arrival, a proper reception can no longer be guaranteed.

12.2. On the day of departure the property must be vacated by 10am and handed over to the landlord or his representative.

13. liability

13.1. ADRIALIN is responsible for thorough trip preparation within the serviceable liability of an accurate vendor.

- a) careful travel preparation
- b) careful selection and monitoring of the service providers
- c) the accuracy of the service description
- d) the proper provision of the travel services agreed in the travel contract.

13.2. ADRIALIN's liability for damage, which is not personal damage, is limited to three times the travel price, as long as damage to the holidaymaker is neither caused intentionally nor through gross negligence or as long as ADRIALIN is responsible for damage caused to the holidaymaker solely through a service provider.

13.3. Request for compensation of the damage towards ADRIALIN is limited or impossible on the basis of the international agreements or related legislation which need to be applied on services performed by the service provider, a request for damage compensation towards the service provider may only be made under certain preconditions or limitations or it is excluded by certain preconditions.

13.4. In the event of possible service issues, you are obligated to take all feasible steps to contribute to eliminating the issues within the scope of the legal provision and to minimize or prevent possible damages. This includes the obligation to report complaints to the onsite service centre / contact person listed in the travel documents immediately. The gross negligent failure of reporting deficiencies results in reduced damage claims or reimbursement claim against the tour operator.

13.5. Service performers (owners, key holders, agents etc.) hold no representative function and are not ADRIALIN representatives, nor do they have authority to accept the complaints and issue or accept legal statements.

13.6. Claims on the grounds of services not provided according to the travel contract can be submitted to ADRIALIN within a month of the contractual end of the trip and must be in writing. Your travel agent is not authorised to accept the registration of guarantee or damage compensation claims. The precondition is that the travel services or the replacement services accepted by you were not provided according to the contract, that you have immediately registered the defects and that no adequate solution was provided. If the trip is significantly limited through defects you can terminate the contract. The precondition is usually that you have demanded a solution from ADRIALIN with a reasonable notice period and this notice period has passed without resolution.

13.7. The operator cannot accept liability for information contained in description of the place, since they are not a subject of the contract and the operator cannot influence their origin or check their accuracy.

13.8. There is a one-year period of limitation between you and ADRIALIN from the scheduled date of departure, as agreed upon.

13.9. Transfers of claims against ADRIALIN to a third person, spouse or immediate family members are not allowed. It is equally impossible for a third party to be entitled to the claims of the holidaymaker.

13.10. Damages to baggage or delivery delays with air travel and other transport should also immediately be reported on location to the responsible transportation company and a written confirmation should be procured (e.g. lost item report by air transport), in order to avoid forfeiting claim in accordance with international agreement.

14. Travel provisions

14.1. For Croatia, Italy, Spain, France, Austria and Turkey, EU nationals require a valid passport or identity card for entry (for stays of less than 30 days).

14.2. Non-EU citizens are themselves responsible for adherence to all important visa, customs and vaccination stipulations necessary for the trip. All disadvantages, especially the payment of cancellation charges, which result from not adhering to these stipulations, are their responsibility.

14.3. For a surcharge of 20,00 EUR we issue separate certificates which are necessary for applying for a visa. These are sent by post.

15. Legal effect and jurisdiction of the court

15.1. The invalidity of individual provisions to the contract does not result in the invalidity of the total travel contract.

15.2. The customer can only sue the tour operator at its headquarters.

15.3. For actions taken by the tour operator against the customer, the customer's place of residence is definitive. For complaints against customers or contractual partners of the travel contract, who are business persons, legal persons of public or private law, or persons whose residence or main residence is in a foreign country or whose residence or main residence is unknown at the time the complaint is filed, the place of jurisdiction shall be agreed as the domicile of the tour operator.

15.4. The above provisions do not apply,

a) if and insofar as contractually non-mandatory provisions of the international agreements that are to be applied to the travel agreement between the customer and the tour operator result in something else in the favour of the customer or

b) if and insofar as provisions applicable to the travel agreement which are non-mandatory in the member state of the EU to which the customer belongs are more favourable to the customer than the provisions below or the corresponding legal regulations.

15.5. The European Commission has provided an online platform for dispute resolution. You can find this platform at <http://ec.europa.eu/consumers/odr/>. Our email address is: info@adrialin.co.uk.

Appendices to the General terms and conditions

Status: 28.11.2013

Appendix 1: Cruises on motor gliders in Croatia

16.1. All ships provided by ADRIALIN fulfil the requirements of the Croatian Shipping Register and other legal provisions with respect to their condition and safety equipment. In the interests of safety, events of force majeure (e.g. with accidents or engine failure) may lead to precautionary measures, such as changes to the travel itinerary, use of other ships or calling at the next reachable port. Potential guarantee claims in this respect shall remain unaffected.

16.2. All participants must adhere to the regulations of the respective captain and the ship rules displayed. Otherwise, the captain reserves the right to ask the guest to leave the ship. All participants are likewise obliged to hand over passports to the captain on the day of arrival on the ship.

16.3. Own food and drinks (except for fruit and pastries) are not permitted on board.

16.4. The cost for any damages to the ship's facilities are to be borne by the guest and payable to the captain.

16.5. In the event of any complaints, please speak to the captain.

16.6. Please bring your own hand towels (in category A and A+ cabins, guests receive 2 hand towels per week). Additional hand towels can be borrowed at an extra charge of 3 euros (hand towels) or 4 euros (beach towels).

16.7. Due to the special anchoring condition and requirements in the ports of Croatia, the ships are anchoring side by side. Therefore the travelers have to cross a gap between the ships in order to get on land. The travelers should be especially careful when crossing and do so at their own risk

16.8. Participation in bike and hiking programs is at the risk of the tour guest. He/she is obligated to comply with the instructions and decisions of the tour guide. The tour guide reserves the right to change the route in the event of inclement weather or due to the general information regarding the group. The tour participant shall be fully responsible for the leased bike and equipment issued to him/her. He /she is obligated to return the items in the same condition as issued.

Appendix 2: Holiday Cancellation Cover (HCP)

17.1. If the customer opts for the ADRIALIN holiday cancellation cover (HCP), these costs are payable after conclusion of the travel contract.

17.2.1. If you have booked the holiday cancellation cover option, we waive the contractually owed cancellation fees (less 20% excess) if the holiday is not taken up by one of the participants for the following reasons:

- a) death, serious accident, unexpected serious illness or intolerance of vaccination by the participant;
- b) damages to the participant's property as a result of fire, Acts of God or punishable actions by third parties, insofar as the damage is considerable or the presence of the participant is necessary for assessment of the damage;
- c) unexpected work-related termination by the employer of the employment contract, insofar as is linked to the loss of the participant's job;
- d) acceptance of an employment contract by the participant, insofar as the participant was registered as unemployed when the holiday was booked and the Employment Office consented to the holiday;
- e) unexpected call-up of the participant for basic military service, for an alternative civilian service or for an obligatory discharge of duty connected with this, provided the dates cannot be moved and the participant cannot obtain compensation of the cancellation charges from a third party;
- f) resitting by the participant of failed examinations at a school or university, if resitting serves to avoid extending attendance at school or on the university course, the holiday was booked before the date of the failed examination and the date for the resit examination falls within the holiday period booked;
- g) serious accident, unexpected serious illness or intolerance to vaccination by one of the participant's dogs that is registered on the holiday.

17.2.2. The same applies to every extra participant who booked the holiday and the holiday cancellation cover jointly with the participant.

17.2.3. Moreover, the reasons given under a) and b) apply correspondingly if relatives of the participant or of an equal participant or those who are looking after minors who are not going on the holiday or relatives in need of care in place of the participant or other members of the party, are affected. If more than 4 people have jointly booked the holiday, the holiday cancellation cover applies only to the participants or other members of the party, whose relatives or carers are affected.

17.3. The trip participant and all fellow travellers are obligated

- a) to cancel the holiday as soon as possible after the reason for cancellation occurs, in order to keep the cancellation costs as low as possible;
- b) to prove a serious accident, unexpected serious illness, and intolerance to vaccination with a doctor's certificate, psychiatric illnesses with a certificate from a psychiatric consultant and death by a death certificate. On demand, a specialist's certificate and a certificate of incapacity to work is to be submitted and the question of incapacity to travel due to a serious accident or an unexpected serious illness is to be checked by expert medical opinion. The examining doctors are to be released from their medical confidentiality for this purpose;
- c) to submit the dismissal letter from the employer in the case of job loss;
- d) to submit a confirmation letter from the employment centre on consenting to the cancelled holiday in the case of accepting an employment contract;
- e) to avoid anything that could lead to an unnecessary increase in costs
- f) to transfer claims for damages against third parties in the sum of the cancellation costs to the provider.

17.4. If a participant or another included participant breaches one of these obligations, the holiday cancellation cover is not applicable. This does not apply if the participant or the included participant proves that he/she acted neither intentionally nor with gross negligence. Furthermore this does not apply, insofar as the participant or included participant proves that he/she only acted with gross negligence and the breach of obligation did not have a causal effect on the amount of the cancellation fees.

17.5. The excess to be borne by the participant or included participant is 20% of the reimbursable claim for each case of holiday cancellation cover that occurs.