



Dear Customer,

The following provisions apply to the brokerage of third-party organiser products by Dorint GmbH (Dorint GmbH) and are part of the agency contract (travel agency contract) concluded between you as the customer and us as the Internet sales platform (travel agent or retailer). They supplement the applicable statutory provisions of §§ 675, 631 ff. BGB and fill them out.

If you have booked a trip of Dorint GmbH, these provisions on the brokerage of third-party organiser products by Dorint GmbH do not apply.

1. scope and contractual relations

1.1 Dorint GmbH operates an online travel portal under the website www.dorint.com (hereinafter "website"). The user can check the availability of hotel and other tourist services (hereinafter collectively "tourism services") of various travel organisers etc. on the website. (hereinafter collectively referred to as "Provider") in accordance with the information and entries made by such Provider. If desired, the user can also conclude contracts for tourism services with the respective Provider. General travel information and tips are also available. Beyond mandatory statutory information obligations Dorint GmbH is not obliged to advise the Consumer about the choice of tourism services or their prices and especially not obliged to conduct price comparisons etc. If the user asks for such advice and Dorint GmbH render this in part or in whole, this is just a secondary aspect of the contract relation to the user.

1.2 Dorint GmbH acts exclusively as a travel agent/retailer for the tourism services of the respective Providers with regard to the services of third parties (including its subsidiaries and licensees etc.) and brokers contracts in the name and for the account of these Providers. In the event that a third-party tourism service is booked, an agency agreement is concluded between Dorint GmbH and the user, the object of which is the brokerage of tourism services.

1.3 The tourism services presented on the website or presented via our booking hotline and subsequently, if applicable, sent by e-mail do NOT constitute a binding contractual offer on the part of Dorint GmbH and/or the respective Provider. Rather, it is an invitation to the user to make an offer to conclude a contract with the tourism service Provider. The offer is submitted by the user by entering his data in the online booking form and sending it to Dorint GmbH. In the case of telephone bookings, the offer is submitted by the user orally by telephone or by e-mail in response to an offer e-mail from Dorint GmbH after a previous telephone call with the user. The contract for the tourism service is concluded with the transmission of the confirmation.

1.4 The brokered contract for tourism services may be based on the Provider's own General Terms and Conditions (GTC). These may include terms of payment, provisions regarding due date, liability, cancellation, rebooking and repayment - if provided for - as well as other restrictions and obligations of the user. The corresponding terms and conditions of the Providers will be made available to the user, insofar as available, on the Dorint GmbH website for inspection and acceptance prior to booking.



1.5 The contract text and your order data are stored by Dorint GmbH for the purpose of processing the contractual relationship, but cannot be accessed by you directly via the website. As part of contract processing, Dorint GmbH forwards the contract data to the contract partners you have selected (such as tour operators, credit card companies, etc.). For easy archiving, we provide you with all the information on the brokerage or travel contract concluded within the confirmation e-mail of your booking order.

You can view these conditions, the general terms and conditions of the Providers of tourism services and the insurance conditions of the products offered by us at any time on our site and save them on your computer.

2. obligations of the customer

2.1 Any defects in Dorint GmbH's brokerage services must be reported to Dorint GmbH without delay; if reasonable, remedial action must be taken. If no notice of defects is culpably omitted, any claims of the user under the brokerage contract shall lapse insofar as Dorint GmbH could have provided reasonable remedy for the user.

2.2 In case of a package travel contract Dorint GmbH is pursuant to § 651v par. 4 of German Civil Code (Bürgerliches Gesetzbuch; hereinafter: BGB) obliged to accept the receipt of notices of defects and other declarations of the user in relation to the organiser and to inform the organiser thereof without undue delay. The user is informed that the best way for the user to avoid any delay would be, if the user addresses such notices of defects and other declarations directly to the organiser. In all other cases Dorint GmbH is not entitled and obliged to accept notices of defects or other declarations of the user related to the tourism services of third parties. Such complaints must be made directly to the Provider of the respective service.

2.3 Booking of tourism services brokered by Dorint GmbH is only possible once full legal capacity has been acquired.

3. business transaction

3.1 Dorint Service Center:

For all questions, the user is accompanied by the Dorint Service Center. This is available via the contact page in the service area of this website and via the telephone numbers indicated Monday to Friday from 8.00 a.m. to 6.00 p.m.

3.2 Payments:

a) Upon conclusion of the contract, the respective Provider may be required to make a down payment, which will be deducted from the price of the tourism service. As far as it concerns package travel contracts in the sense of §§ 651a-y BGB, a deposit may only be demanded against or after transmission of a security certificate of the Provider. Depending on the products booked, the respective collection is carried out by the Provider himself, Dorint GmbH or by a service Provider



used for the collection of receivables. If Dorint GmbH or a service Provider used by Dorint GmbH to collect payments invoices for travel or other services and collects payments, this shall be done in the name and for the account of the respective Provider.

b) The user can make due payments to the Providers of the tourism services with the credit cards VISA, MasterCard and American Express, if these are offered by the Provider of the tourism service as means of payment.

c) Payments can also be made from current accounts of a German financial institution by means of immediate transfer.

d) Some tour operators allow online payment via PayPal and MasterPass by MasterCard.

d) Dorint GmbH is entitled to charge any chargeback fees for unpaid credit card charges or bank transfers to the user.

3.3 Travel plan and/or travel documents:

We only offer an electronic ticket (e-ticket) instead of a paper ticket. As a rule, an electronic booking code is transmitted in text form (usually by e-mail), which must be named or presented by the customer at check-in in conjunction with an identification document (identity card or passport).

3.4 Changes to the contract (rebooking, withdrawal/cancellation):

After conclusion of the contract with the Provider of the tourism service, the conditions for contract changes initiated or desired by the customer (e.g. rebooking, withdrawal) are based on the conditions of the respective Provider. Dorint GmbH is entitled to invoice the user on behalf of the respective Provider for all costs arising from changes to the contract and to collect or withhold these amounts.

3.5 Passing on of data for the processing of the booked service Dorint GmbH collects and uses your data in accordance with the data protection regulations as stipulated in the Data Protection Declaration of Dorint GmbH and published on the website. Dorint GmbH forwards the personal data entered by the user to the respective Provider for processing the booking or stores them for the purposes of the fulfilment of the obligations under the travel agency/retailer contract with the user.

4. travel insurance

Dorint GmbH draws particular attention to the possibility of taking out hotel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness.



5 Liability of Dorint GmbH

5.1 Dorint GmbH is not liable for the success of the brokerage and/or the actual/defective provision of third-party tourism services itself, but only for the fact that the brokerage is carried out with the care of a prudent businessman.

5.2 Dorint GmbH fulfils all mandatory statutory information obligations to the user. Beyond that Dorint GmbH makes reasonable efforts to ensure that the information, software and other data available on the website, in particular with regard to prices, restrictions and dates, are up-to-date, complete and correct at the time of publication. However, the individual details on third-party tourism services are based on the details provided by the respective Providers. Dorint GmbH does not guarantee this.

5.3 All tourism services presented on the website are only available to a limited extent. Dorint GmbH is not liable for the availability of a travel service at the time of booking.

5.4 Dorint GmbH also accepts no responsibility for the accuracy, completeness and reliability of other third-party content. Only the local details given to you in the offer during the online booking process and/or in the corresponding confirmation are decisive for the conclusion of the contract. For damages, which result from technical defects in the booking system or during the booking process, Dorint GmbH is only liable to the extent stipulated in § 651x BGB.

5.5 The exclusions mentioned under items 5.2, 5.3 and 5.4 do not apply if Dorint GmbH was aware of incorrect and/or inaccurate information or if Dorint GmbH was required to be aware of such in the application of commercial and industry-standard care. In this respect, however, the liability of Dorint GmbH for the knowledge of such circumstances is limited to cases of intent or gross negligence.

5.6 Dorint GmbH shall only be liable for damages that are damages from injury to life, body or health, in cases of intent or gross negligence, for liability due to warranties assumed and for liability for the violation of essential contractual obligations (cardinal obligations). Essential contractual obligations are those whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely. Accordingly, the main contractual obligations. In the event of negligent violation of essential contractual obligations, the liability of Dorint GmbH is limited to contract-typical and foreseeable damages.

5.7 Dorint GmbH shall not be liable for the loss or destruction of the travel plan or travel documents in connection with the dispatch for which it is not responsible.

5.8 Dorint GmbH shall not be liable for the consequences of force majeure. These include orders from authorities, wars, civil unrest, hijacking of aircraft, terrorist attacks, fire, floods, power cuts, accidents, storms, strikes, lockouts or other industrial action affecting the services of Dorint GmbH or its suppliers.



6 Final provisions

6.1 Dorint GmbH reserves the right to change these conditions with effect for the future at any time without any obligation to notify the user. The current version of these terms and conditions is made available on the website from the time of their validity. By continuing to use the website after a change to these conditions, the user declares his agreement to the changes.

6.2 These terms and conditions contain all agreements of the brokerage contract existing between the user and Dorint GmbH and replace all previous agreements, irrespective of whether they were made verbally, electronically or in writing.

6.3 The contractual relationship between the user and Dorint GmbH is subject - irrespective of the user's nationality - to the law of the Federal Republic of Germany. The place of jurisdiction for registered traders, for persons who do not have a general place of jurisdiction in Germany, as well as for persons who have moved their domicile or habitual residence abroad after conclusion of the contract or whose domicile or habitual residence is not known at the time the action is filed, is Cologne (Germany).

6.4 Should one of the above provisions be or become invalid, this invalidity shall not affect the remaining provisions. The invalid provision shall be replaced by a provision which comes closest to the economic purpose of the provision to be replaced.

Dorint GmbH
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Commercial register: Local Court of Cologne, HRB 59251

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