

Appendix 13

(on Article 250 § 4)

Model for the form for informing the traveller in the case of a package holiday in accordance with § 651c of the Civil Code (*online booking procedure/click-through booking*)

If you conclude a contract with the company [2] within 24 hours of receipt of the booking confirmation from DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main, DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main and [2] travel services to be provided for a package within the meaning of Directive (EU) 2015/2302.

Therefore, you can avail yourself of all EU rights that apply to package holidays. The company Jaz Hotel GmbH, Lyoner Straße 25, 60528 Frankfurt am Main bears full responsibility for the proper execution of the entire package tour.

In addition, DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main has the legally prescribed protection for the repayment of your payments and, if transport is included in the package tour, to ensure your return transport in the event of its insolvency.

[3]

[4] Main rights under Directive (EU) 2015/2302

–Travellers shall receive all essential information about the package before the conclusion of the package travel contract.

–At least one entrepreneur is always liable for the proper provision of all travel services included in the contract.

–Travellers will be provided with an emergency telephone number or details of a contact point through which they can contact the tour operator or travel agent.

–Travellers may transfer the package to another person within a reasonable period of time and possibly at additional cost.

–The price of the package may only be increased if certain costs (for example, fuel prices) increase and if this is expressly provided for in the contract, and in any case no later than 20 days before the start of the package. If the price increase exceeds 8% of the package tour price, the traveller may withdraw from the contract. If a tour operator reserves the right to a price increase, the traveler has the right to a price reduction if the corresponding costs are reduced.

–Travellers may withdraw from the contract without paying a cancellation fee and will receive a full refund of all payments if one of the essential elements of the package is significantly changed, with the exception of the price. If the operator responsible for the package cancels the package before the start of the package, the traveller is entitled to reimbursement and possibly compensation.

–Travellers may withdraw from the contract without paying a cancellation fee in the event of exceptional circumstances prior to the start of the package, for example if there are serious security problems at the destination which are likely to affect the package.

–In addition, travellers may withdraw from the contract at any time before the start of the package tour against payment of a reasonable and reasonable cancellation fee.

–If, after the start of the package, essential elements of the package cannot be carried out as agreed, the traveller shall be offered reasonable other arrangements at no additional cost. The traveller may withdraw from the contract without payment of a cancellation fee (in the Federal Republic of Germany this right is called "termination") if services are not provided in accordance with the contract and this has a significant impact on the provision of the contractual package travel services and the tour operator fails to remedy the situation.

–The traveller is entitled to a price reduction and/or compensation if the travel services are not provided or are not provided properly.

–The tour operator will assist the traveller if he or she is in difficulty.

–In the event of the insolvency of the tour operator or, in some Member States, of the travel agent, payments will be refunded. If the insolvency of the tour operator or, where relevant, of the travel agent occurs after the start of the package and the transport is part of the package, the return transport of the travellers shall be guaranteed. Jaz Hotel GmbH, Lyoner Straße 25, 60528 Frankfurt am Main has concluded insolvency protection with (5). Travellers may contact this establishment or, where applicable, the competent authority ([6]) if they are refused services due to the insolvency of DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main.

[7]

Design instructions:

[1] The company/name of the entrepreneur to be regarded as a tour operator (§ 651c paragraph 1 of the Civil Code) must be inserted here.

[2] The company/name of any other entrepreneur to whom data is transmitted in accordance with § 651c paragraph 1 number 2 of the Civil Code must be entered here.

[3] Insert the hyperlink button labelled with the words "Further information on your main rights under Directive (EU) 2015/2302", after which the information on [4] is made available.

[4] Information on the main rights under Directive (EU) 2015/2302 shall be provided after clicking the hyperlink button to [3].

[5] Insert here:

a) if there is a case of § 651s of the Civil Code: name of the institution providing insolvency protection,

b) in all other cases: name of the customer money insurer (§ 651r paragraph 3 of the Civil Code).

[6] Insert here:

a) if a case referred to in § 651s of the Civil Code exists: contact details of the institution providing insolvency protection and, where applicable, the name and contact details of the competent authority, including the address of the place where it has its registered office, the e-mail address and the telephone number,

b) in all other cases: contact details of the customer money insurer (§ 651r paragraph 3 of the Civil Code) including the address of the place where he is established, the e-mail address and the telephone number.

[7] The hyperlink button labelled "Directive (EU) 2015/2302 in the form transposed into national law" must be inserted here, after which a redirect to the website www.umsetzung-richtlinie-eu2015-2302.de takes place.

Anl. 13 angef. mWv 1.7.2018 by G v. 17.7.2017 (BGBI. I p. 2394).

[Official note:] If, in accordance with § 651r paragraph 1 of the Civil Code, there is no obligation on the entrepreneur to be regarded as a tour operator to secure insolvency because the entrepreneur to be regarded as a tour operator does not accept any payments from the traveller on the travel price before the end of the package tour and the contract does not include any return transport of the traveller, these rates shall cease to apply.

[Official note:] If, in accordance with § 651r paragraph 1 of the Civil Code, there is no obligation on the entrepreneur to be regarded as a tour operator to secure insolvency because the entrepreneur to be regarded as a tour operator does not accept any payments from the traveller on the travel price before the end of the package tour and the contract does not include any return transport of the traveller, these rates shall cease to apply.

[Official note:] If, in accordance with § 651r paragraph 1 of the Civil Code, there is no obligation on the entrepreneur to be regarded as a tour operator to secure insolvency because the entrepreneur

to be regarded as a tour operator does not accept any payments from the traveller on the travel price before the end of the package tour and the contract does not include any return transport of the traveller, these rates shall cease to apply.

([EGBGB] Annex 13, beck-online)