## Appendix 17<sup>[1]</sup>

(on Article 251 § 2 sentence 1 number 2 letter b)

Model for the form for informing the passenger, if the intermediary of related travel services is not a carrier with whom the passenger has concluded a contract comprising the return transport and the mediation takes place in accordance with § 651w paragraph 1 sentence 1 number 2 of the Civil Code (Linked travel service – mediation of another travel service within 24 hours)

When booking additional travel services for your trip via this link or links, you will NOT be able to exercise the rights applicable to package holidays under Directive (EU) 2015/2302.

Therefore, DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main is not responsible for the proper provision of such additional travel services. In case of problems, please contact the respective service provider.

However, when booking additional travel services via this link or these links within 24 hours of confirmation of your booking by DH Lifestyle GmbH Jaz in the City & House of Beats, these travel services become part of associated travel services. In this case, DH Lifestyle GmbH Jaz in the City & House of Beats has the protection required by EU law for the reimbursement of your payments to DH Lifestyle GmbH Jaz in the City & House of Beats for services that have not been provided due to the insolvency of DH Lifestyle GmbH Jaz in the City & House of Beats. Please note that this does not result in a refund in the event of insolvency of the service provider concerned. <sup>2</sup>

[3] 3

DH Lifestyle GmbH Jaz in the City & House of Beats, Lyoner Straße 25, 60528 Frankfurt am Main has concluded insolvency protection with (4). <sup>4</sup>

Travellers can contact this institution or, where applicable, the competent authority ([5]) if they are refused travel services due to the insolvency of Jaz Hotel GmbH. <sup>5</sup>

Note: This insolvency protection does not apply to contracts with parties other than DH Lifestyle GmbH Jaz in the City & House of Beats, which can be fulfilled despite the insolvency of the company DH Lifestyle GmbH Jaz in the City & House of Beats. <sup>6</sup>

[6] 7

## **Design instructions:**

- [1] Either "our company" or "the company (insert: <u>company/name of the intermediary of related travel services</u>)" must be inserted here.
- $\cite{Company/name of the intermediary of related travel services}\ must be inserted here.$
- [3] The hyperlink button labelled with the words "Further information on insolvency protection" must be inserted here, after which the information in the second box is made available.
- [4] Here is to insert:
  - a) if there is a case of § 651w paragraph 3 sentence 4 in conjunction with § 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).
- [5] Insert here:
  - a) if there is a case of § 651w paragraph 3 sentence 4 in conjunction with § 651s of the Civil Code: contact details of the institution providing insolvency protection and, if 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.
- [6] The hyperlink button labelled with the <u>words "Directive (EU) 2015/2302 in the form transposed into national law"</u> must be inserted here, after which a redirect to the website www.umsetzung-richtlinie-eu2015-2302.de takes place.

2

**[Official note:]** If, in accordance with § 651w paragraph 3 of the Civil Code, there is no obligation on the intermediary of associated travel services to secure insolvency because he does not accept payments by the traveller for remuneration for travel services or only after their provision, these paragraphs shall apply. The same applies if such payments are credited to an insolvency-proof escrow account on the basis of a collection power of attorney issued by the agent for related travel services granted by the service provider.

3

**[Official note:]** If, in accordance with § 651w paragraph 3 of the Civil Code, there is no obligation on the intermediary of associated travel services to secure insolvency because he does not accept payments by the traveller for remuneration for travel services or only after their provision, these paragraphs shall apply. The same applies if such payments are credited to an insolvency-proof escrow account on the basis of a collection power of attorney issued by the agent for related travel services granted by the service provider.

4

**[Official note:]** If, in accordance with § 651w paragraph 3 of the Civil Code, there is no obligation on the intermediary of associated travel services to secure insolvency because he does not accept payments by the traveller for remuneration for travel services or only after their provision, these paragraphs shall apply. The same applies if such payments are credited to an insolvency-proof escrow account on the basis of a collection power of attorney issued by the agent for related travel services granted by the service provider.

5

**[Official note:]** If, in accordance with § 651w paragraph 3 of the Civil Code, there is no obligation on the intermediary of associated travel services to secure insolvency because he does not accept payments by the traveller for remuneration for travel services or only after their provision, these paragraphs shall apply. The same applies if such payments are credited to an insolvency-proof escrow account on the basis of a collection power of attorney issued by the agent for related travel services granted by the service provider.

6

**[Official note:]** If, in accordance with § 651w paragraph 3 of the Civil Code, there is no obligation on the intermediary of associated travel services to secure insolvency because he does not accept payments by the traveller for remuneration for travel services or only after their provision, these paragraphs shall apply. The same applies if such payments are credited to an insolvency-proof escrow account on the basis of a collection power of attorney issued by the agent for related travel services granted by the service provider.

7

**[Official note:]** If, in accordance with § 651w paragraph 3 of the Civil Code, there is no obligation on the intermediary of associated travel services to secure insolvency because he does not accept payments by the traveller for remuneration for travel services or only after their provision, these paragraphs shall apply. The same applies if such payments are credited to an insolvency-proof escrow account on the basis of a collection power of attorney issued by the agent for related travel services granted by the service provider.