

CONDITIONS OF TRAVEL

This document is an English-language translation of the original German-language terms and conditions. The German version of the document will have primacy in application.

VIATOR Summerhouses GmbH (hereinafter "VIATOR") offers holiday homes in Iceland in its own name.

In advance:

A right of cancellation according to §§ 312 ff. BGB (purchase) order by you as a consumer, is not applicable.. Otherwise, the statutory withdrawal and termination regulations apply, see Sections 5.4, 6 and 7 as well as 10.4 of these conditions.

We decide on a case-by-case basis whether to participate in a dispute settlement procedure before a consumer arbitration board; we are not legally obliged to do so. Irrespective of this, according to the statutory provisions, the link to the platform of the EU Commission for online dispute resolution must be provided: <https://webgate.ec.europa.eu/odr/>

Your recorded data will be used exclusively for contract initiation, travel execution, contract processing and customer service including advertising offers to you. According to the General Data Protection Regulation GDPR, which came into force on May 25, 2018, there are also rights to information, correction, deletion, restriction of processing and data transferability according to Art. 15 to Art. 20 as well as the right of appeal to a supervisory authority according to Art. 77, the name of the person responsible in accordance with the GDPR can be found under the contact details given at the end of the travel conditions in section 16. The data will be stored for the duration of our business relationship, but at least until the end of the statutory retention period. If you do not want to receive any advertising from us, you can object to the use of data in this respect. A short message to the contact details given at the end of the terms and conditions is sufficient. More detailed information according to the General Data Protection Regulation can be found on our website at <https://www.viatis.is/de/information/datenschutz/> or in our information sheet, which we will be happy to send you on request.

1. Conclusion of the holiday home contract

- 1.1 According to the statutory provisions, a contract is only concluded at the point in time at which there are completely congruent declarations of intent by the contracting parties (offer and acceptance of this offer), whereby the acceptance must have taken place in good time. As a rule, the booking is made on the Internet; By sending the completed booking form, the customer offers VIATOR the conclusion of a binding contract. As a rule, an acknowledgment of receipt is automatically generated first; this does not constitute acceptance of the offer. The offer can only be accepted within the usual period of time, which in this case is 72 hours without the occurrence of special circumstances. A late acceptance represents a new offer so the roles in the submission of the contractual declarations can change. When the contract is concluded, VIATOR creates a booking confirmation in text form, which reflects the essential contents of the contract.
- 1.2 If VIATOR expressly arranges travel programs of other tour operators or individual services, e.g., B. Flights, rental cars, etc., VIATOR only owes proper mediation, subject to § 651 v Para. 3 BGB, as far as relevant including information obligations according to §§ 651 v or w BGB, not the service itself. The conclusion of the contract and its The content is based on the relevant legal provisions and, if applicable, on the provisions of the respective contractual partner.
- 1.3 Insofar as VIATOR only arranges third-party package tours or third-party services, the following applies: VIATOR's liability for faulty mediation is limited to three times the price of the mediated service, provided there is no physical injury or the damage was caused by gross negligence or negligence on the part of VIATOR, unless a case of § 651 x, § 651 v Para. 3 or § 651 w Para. 4 BGB is present.

2. Operating air carrier

The EU Regulation No. 2111/2005 of December 14, 2006 obliges travel agents and intermediaries, among other things of carriage contracts that require customers to know the identity of each operating airline prior to the corresponding contractual air transport service as soon as this has been determined. So far If this is not the case at the time of booking, the likely operating airline must first be specified. If the airline changes after the booking has been made, the customer must be informed immediately.

3. Contractual services/support services by VIATOR and obligations of the customer/final cleaning

- 3.1 The individual contractual services owed by VIATOR result from the confirmation (see Section 1.1), supplemented (in the context of the customer's contractual declaration) by the underlying tender. Any special agreements with VIATOR, which should be made in text form for reasons of proof, shall take precedence.
- 3.2 **The following information on your obligations and special features of the provision of services are partly necessary for insurance reasons and ensure that you and future users can enjoy your stay without restrictions and take good memories with you.**

- The PIN codes of the holiday homes and any linen packages booked are handed over before the start of the confirmed reservation at the check-in centers in Keflavik, Akureyri or Egilsstaðir, after signing a contract and depositing a valid credit card (VISA or MASTERCARD), where used linen packages are returned at the end of the stay. We recommend arriving at the cottage in daylight and bringing a mobile phone, as the nearest house and phone can be faraway, or should something not be

OK on arrival.

- The occupied houses are the private property of Icelandic families, please treat them carefully and respectfully and respect Icelandic customs. Without exception, these are non-smoking houses, in which domestic animals are not allowed. Only the registered persons may use the houses and their sanitary and other facilities. Visitors and overnight guests are not permitted, and camping is also not permitted on the property.

- Please note the information on technical and other special features and the notices in the holiday home, so that damage is not caused through negligence. Due to the distances in Iceland, a professional final cleaning between the stays of different customers would make the stay prices extremely expensive, so that the house must be thoroughly cleaned and cleaned by the customer (see also the cleaning plan in the house). The cost of an otherwise necessary professional final cleaning would be charged to the credit card, as would any damage caused by the customer. It is important to mention that this can be very expensive, due to the long distances that need to be covered by a cleaning team.

4. Deposit / Payment

A deposit of at least 20% is due upon receipt of the booking confirmation, the remainder is due no later than the 20th day before the contractually agreed time to move into the holiday home. Without full payment of the price, there is no entitlement to claim of the service by VIATOR.

5. Price Change

- 5.1 VIATOR is entitled to increase the contract price insofar as the following price components increase unforeseeably for VIATOR after the conclusion of the contract due to circumstances for which VIATOR is not responsible: exchange rates (to the extent that they are significant for the contract); charges for certain services; public residence and entrance fees.
- 5.2 The price increase is only permissible if there is a period of more than four months between the conclusion of the contract and the contractually stipulated time for moving into the holiday home. The price may be increased by a maximum of the amount that results from adding the increased amounts of the cost components mentioned in paragraph 1. Insofar as relevant cost increases affect a group as a whole, they are initially apportioned per capita. Depending on what is more favorable for the customer, either the specifically expected or the originally calculated average number of participants is taken as a basis.
- 5.3 VIATOR must notify the customer of a price increase immediately after becoming aware of the reason for the increase, at the latest 25 days before the contractually scheduled move-in time of the holiday home.
- 5.4 If the price increases by more than 8%, the customer is entitled to withdraw from the contract without paying any compensation.

6. Withdrawal by the customer/rebooking/substitute participant

- 6.1 A right to withdraw free of charge exists under the conditions of Section 5.4 (price increase of more than 8%) or in the event of deficiencies in the accommodation service or in the event of significant impairment due to unavoidable extraordinary circumstances (force majeure) at the destination or in its immediate vicinity.
- 6.2 Otherwise, the customer can withdraw (cancellation) at any time, but VIATOR then has the statutory right to reasonable compensation. Unless otherwise stipulated in the individual contract, the following compensation flat rates are agreed, which are calculated as percentages based on the contractual price:
 - up to 60 days before the contractually agreed time to move into the holiday home 20%
 - from 59-22 days before the contractually agreed move-in time of the holiday home 40%
 - from 21 days before the contractually agreed move-in time of the holiday home 80%

The customer reserves the right to prove that the specific damage was lower or that it did not occur at all.

- 6.3 In all cases of withdrawal, VIATOR loses the right to the agreed price and must immediately refund any amounts already paid, insofar as VIATOR is entitled to compensation (section 6.2), this will be deducted. Any remaining claims for compensation by VIATOR after crediting payments already made are due upon receipt of the updated invoice.
- 6.4 Rebookings (e.g. of dates, accommodation) are generally only possible by withdrawing from the contract (cancellation) under the conditions specified in paragraph 2 (cancellation compensation) and parallel new registration. The prerequisite for any rebooking is the availability of the service

7. Unilateral Termination of Contract by VIATOR

If VIATOR is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances (see Section 6.1), VIATOR can declare its withdrawal immediately after becoming aware of the reason for withdrawal before the contractually specified time for moving into the holiday home. VIATOR thereby loses the right to the agreed price and immediately reimburses amounts already paid.

8. Exclusion of the customer from services due to special circumstances

VIATOR can, for good cause, exclude the customer from accepting the contractually owed service, in particular from staying in the holiday home, in whole or in part before the contractually agreed time of moving into the holiday home and during the contractually planned stay, insofar as the provision of the service is not possible for VIATOR for reasons beyond the sphere of the customer is unreasonable. This can be the case, in particular, if the customer causes lasting disturbances or endangers other persons or objects provided under the contract and this is not remedied or cannot be remedied even after a warning. Local representatives are authorized to issue the declarations required in this context.

9. VIATOR Liability

- 9.1 VIATOR's contractual liability for damage that is not bodily harm is limited to three times the contract price, unless damage was caused intentionally or through gross negligence by VIATOR or one of its vicarious agents. VIATOR has unlimited liability for damages up to €4,100.
- 9.2 VIATOR's liability for damages resulting from tortious acts shall be limited insofar as this is not based on intent or gross negligence, for damage that is not bodily harm, three times the travel price of the customer is limited. VIATOR has unlimited liability for damages up to €4,100.

10. Customer's obligations and rights in the event of defects

- 10.1 If the holiday home does not correspond to the contractual agreements, the customer can request remedial action. VIATOR can refuse this if it is impossible or requires disproportionate effort, considering the extent of the defect and the value of the service part concerned. Emergency phone at VIATOR in Iceland +354 8639414.
- 10.2 If VIATOR does not remedy the situation within a reasonable period of time determined by the customer, the customer may remedy the situation yourself and demand reimbursement of necessary expenses. Please note the local conditions in Iceland and the long distances. Setting a deadline is unnecessary if VIATOR refuses to remedy the situation or immediate remedy is necessary.
- 10.3 For the duration of a non-contractual service, the customer can assert a claim for a reduction in price (reduction), in addition there may be claims for damages. All of the above claims are void if the customer culpably fails to report the defect immediately and remedy is thwarted as a result.
- 10.4 If, as a result of a defect, the customer's stay or its continuation cannot be reasonably expected of the customer for an important reason or is significantly impaired by a defect, the customer can terminate the contract within the framework of the statutory provisions. Prior to this, he must set a reasonable deadline for remedy. Setting a deadline is unnecessary if remedy is impossible, is refused by VIATOR or immediate termination of the contract is justified by the special interest of the customer.

11. Rights and Responsibilities of Local Representative

Local representatives are commissioned to receive notifications of defects and requests for remedy during the contract period and to provide remedy if this is possible and necessary. In addition, local representatives provide support services if the customer encounters difficulties during the contract period. You are not authorized or authorized to recognize or accept claims for reduction or damages with effect against VIATOR. For the other powers of the local representation, see section 8.

12. Entry and health regulations

- 12.1 The information about such provisions and the associated deadlines relates to the circumstances known at the time the information was provided. Unless otherwise specified, VIATOR assumes that the customer is a citizen of the country of residence. In the case of different or special personal circumstances (e.g. dual nationality, stateless), please obtain separate information from the responsible authorities and consulates.
- 12.2 It is expressly pointed out that the possibility of subsequent changes to these provisions exists at any time. VIATOR will endeavor within the scope of its possibilities to inform the customer of any changes as early as possible. However, it is recommended to follow the news media yourself in order to be able to anticipate any changes.
- 12.3 As a participant, you should inform yourself in good time about infection and vaccination protection as well as other prophylactic measures; if necessary, medical advice should be obtained on thrombosis and other health risks associated with travel or stay. General information can be obtained from the health authorities, doctors experienced in travel medicine, travel medicine information services or the Directorate of Health.

13. Insurance

In particular, VIATOR recommends taking out travel cancellation insurance and insurance to cover the costs of assistance and any necessary repatriation in the event of accident, illness or death.

14. Statute of Limitations

The customer's contractual claims become statute-barred in three years. The limitation period begins at the end of the year in which the contractual service, i.e. the stay in the holiday home, should end according to the contract.

15. Validity of the tender

Of course, only the status known at the time of the advertisement is reproduced, and printing errors can also occur even with the

greatest care. VIATOR is not obliged to conclude a contract on the basis of a tender recognized as incorrect or incomplete.

16. Miscellaneous

In addition, the statutory provisions apply, in particular the provisions of the German Civil Code (BGB). Insofar as no other law is mandatory for the contract.

VIATOR Summerhouses GmbH

(also responsible for data protection)

Managers: Pétur Óskarsson and Júlía Sigursteinsdóttir

Brahmsstraße 24a

81677 Munich

Telephone: 089 242112-50

Email: info@viator.is

HRB Munich 189910

VAT ID: DE 275314289

Agency in Iceland

VIATOR ehf

Grensásvegi 5, 108 Reykjavík

Telefon: +354-561 7550

info@viator.is