

General Terms and Conditions for Travelers

§ 1 Scope of application, inclusion and amendment of the TOS, TOS of the providers

(1) The company ChargeHorizons GmbH, Pfarrgasse 4, 01067 Dresden, represented by the management (hereinafter referred to as "ChargeHorizons" or "we"), operates a search platform (hereinafter referred to as "platform") for sustainable accommodations (hereinafter referred to as "accommodations") under the URL <https://www.chargeholidays.com/> or as mobile application. Providers of accommodations (hereinafter referred to as "Providers") can offer sustainable accommodations for a temporary stay on the platform. Visitors to the platform (hereinafter referred to as "travelers" or "you") can search for suitable accommodations on the platform, compare them and book them directly with the providers with the help of the platform, pay for them, rebook them if necessary, cancel them and rate them as well as create and maintain a user account (hereinafter referred to as "platform use").

(2) These TOS contain conclusively the terms and conditions applicable between ChargeHorizons and you (private or commercial traveler) for the Platform Usage and all our services provided directly or indirectly (via other providers) via the Internet, any type of mobile device, by email or by telephone. Any provisions deviating from these TOCs shall only apply if confirmed in writing by ChargeHorizons. By any platform use, but at the latest by accepting the TOCs e.g. when registering or booking an accommodation, you acknowledge these TOCs as authoritative.

(4) With regard to the respective payment, cancellation and rebooking conditions, the TOC of the respective providers apply exclusively. The TOC of ChargeHorizons have no influence on this, unless otherwise regulated in the following. ChargeHorizons does not assume any liability for the contents of the GTC of the providers.

(5) The use of the platform as well as the offers on the platform are exclusively directed to persons who have reached the age of 18 and can enter into legally binding contracts.

(6) ChargeHorizons reserves the right to change or amend these TOC at any time. We will inform you about the changes and amendments in time. You may object to them within 30 (thirty) calendar days after notification of a change or amendment by deleting your account. In certain cases, the period may be longer. We will inform you separately about the right to object or the required consent and the legal consequences of silence or lack of consent in the case of changes to the TOC. If no objection is made or if you continue to use the platform after becoming aware of the changes, this shall be deemed to be your tacit consent to the respective notified changes or amendments, provided that these are not material to the contract. In accordance with § 151 BGB (German Civil Code), we waive the receipt of the declaration of acceptance. In the event that the changes to the TOC are material to the contract (e.g. ranking, fees), the changes will only come into effect if you have expressly agreed to them, e.g. by giving your consent in the context of an accommodation booking. The foregoing notice period will not apply if ChargeHorizons must make changes to the TOS due to legal or regulatory obligations in a manner that does not allow us to meet the stated deadline, or if ChargeHorizons must make changes to avert an unforeseen and imminent threat to protect the Platform, consumers, you or other users from fraud, malware, spam, privacy violations or other cybersecurity risks

§ 2 Conclusion of the contract with ChargeHorizons, benefits, goodwill and assignment, provision fee, ranking

(1) ChargeHorizons itself does not offer accommodations in its own name. ChargeHorizons is only active as an intermediary between you and the accommodation providers. Our services consist of the technical provision and maintenance of the platform usage functions. We thus give you the opportunity to book accommodation for a temporary stay via our platform. By booking through us, you enter into a direct legally binding contractual relationship with the provider with whom you reserve accommodation. We act solely as an intermediary between you and the provider. Therefore, when you book with us, only an intermediary contract is concluded, to which the provisions of §§ 651 a ff BGB do not apply. We do not offer travel services on our own responsibility. We forward the details of your booking to the respective accommodation and send you a confirmation e-mail on behalf and in the name of the accommodation provider. The agency contract with us is concluded independently of any separate agreements between you and the accommodation provider.

(2) The accommodations displayed on our platform are not binding offers for the conclusion of an accommodation contract. When you book an accommodation, you give us the order to find you an accommodation of the respective provider. We accept this order at the time when you have received the booking confirmation by e-mail from us on behalf of the provider or directly from the provider, at the latest when the accommodation appears as booked in your account on the platform. You are obliged to check the correctness of the data in the booking confirmation for the accommodation requested by you immediately after receipt of the booking confirmation by you. If this data is not correct, you must contact us immediately after receipt of the booking confirmation at the telephone number ... and correct the data.

(3) An accommodation contract is exclusively concluded directly between you and the accommodation provider under the conditions contained in the description of the accommodation on the platform. Thereby you are obligated to pay the price to the provider and the provider must provide you with the booked accommodation. The Provider alone is responsible for providing you with the accommodation under the agreed terms and conditions stated in the offer published on the Platform. The information about the accommodation contained in the respective offers comes directly from the provider. We cannot assume any responsibility for the accuracy of this information as long as and to the extent that we do not have or need to have knowledge of the inaccuracy.

(4) As a service from the mediation contract, we are entitled without recognition of a legal obligation out of pure goodwill, in the event of breaches of duty by the provider (such as unjustified cancellation costs or relocation costs) to fulfill your claims against the accommodation provider itself. This serves a quick settlement. In this case, you automatically assign your claims against the accommodation provider to us.

(5) We use various payment service providers to process payments. We receive your payments on behalf of the respective provider with whom you book the accommodation and forward them to the provider in accordance with the contract between us and the provider. The use of the platform is free of charge for you. We do not charge you any agency fees. The accommodation providers pay us a commission in the amount of a percentage of the net price paid by you. The net price is the price at which the traveler has booked and paid for a travel service, less the applicable taxes and duties.

(5) Ranking.

(a) The essence of ChargeHorizons is characterized by our sustainability focus. The ranking of the offered accommodation is done according to the degree of fulfillment of the measures supporting sustainability by the accommodation in question (hereinafter referred to as the "degree of fulfillment"). This is the relevant parameter for the ranking. In addition, there are other parameters for the purpose of randomization as well as the filter settings that are made when travelers search for accommodations on the platform. The accommodations are classified into three categories.

(b) First, offers of providers are displayed that have a full certificate recognized and valid by us (hereinafter referred to as "certificate"). These accommodations are audited by a certification body and recognized by the Global Sustainable Tourism Council. The proof of a certificate therefore leads to a degree of fulfillment of the ChargeHolidays Sustainability Check of 100%. A list of which certificates are recognized by us can be found on our website at any time. ChargeHorizons reserves the right to update the list of accepted certificates at any time.

(b) All accommodations that do not have a certificate but have passed a ChargeHolidays Sustainability Check (hereinafter referred to as "Sustainability Check") conducted by ChargeHorizons in cooperation with an organization for certifications in tourism, will be displayed according to the accommodation's performance in the Sustainability Check. Accommodations with the highest total score will be displayed first.

(c) All accommodations that do not have a certificate or have not completed a Sustainability Check and therefore cannot be evaluated according to their degree of fulfillment are displayed after the accommodations that have a certificate or have completed a Sustainability Check.

(d) A randomization ensures that accommodations in their respective category (e.g. certificate, sustainability check) are displayed equally often in the first position.

(e) In addition, the travel customer is only shown accommodations that match the filters he or she has set (e.g., price range, travel location and time period).

(6) The services of ChargeHorizons described in this section as well as the conditions and available functions specified on the platform at the respective time comprehensively and conclusively define the characteristics of the services offered by us. In particular, public statements by ChargeHorizons as well as our assistants or third parties (e.g. representations in public) do not contain any descriptions of our services that supplement or modify this service description.

(7) ChargeHorizons reserves the right to change, update, adapt, replace, further develop, suspend, terminate or otherwise restrict in whole or in part the features of the Platform (e.g. design, presentation, functions, algorithms, software, service providers, means of payment offered, recognized certificates, weighing of parameters in ranking), as well as to provide new services, without this having any influence on the effectiveness of the bookings already made by you. We will inform you about changes to the platform that are material to the contract in your account and/or by e-mail. § 1 para. 6 of these GTC remains unaffected.

§ 3 Admission and termination of the use of the platform, registration of the user account and mandatory data

(1) The use of the platform is possible without registration of a user account.

(2) However, you have no general right to use the platform. In particular, we reserve the right to terminate the platform operation at any time. The validity of the contracts concluded between you and us as well as between you and the provider at the time of the accommodation agreement remains unaffected.

(3) You have the option to create a user account to conveniently manage your upcoming and past trips.

(4) When registering, you must provide the required information truthfully and correctly. By registering, you represent and warrant that you are authorized, empowered and fully authorized to enter into and perform the obligations under these TOS for the user.

(5) We will accept your registration via e-mail and activate your account or inform you of a refusal. We do not have to give any reasons for this.

(6) You must check your information for completeness and correctness immediately after activating your account as well as regularly, but in any case before each booking. All information, images and other content must always be up-to-date and correct. You alone are fully responsible for the completeness and accuracy of your data in your account. You must immediately notify ChargeHorizons of any errors or correct them yourself.

§ 4 Duties and liability of travelers, discontinuation and restriction of services.

(1) You are responsible for all activities that occur through the use of the platform by you or third parties authorized by you to do so intentionally or negligently. You may not use another person's account to access the Platform at any time.

(2) You are prohibited from posting content (e.g. through links or frames) on the platform that violates legal regulations, official orders or morality. Furthermore, you are prohibited from posting content that violates the rights, in particular copyrights or trademark rights, of third parties. In particular, such content may not be used without the consent of the respective rights holder.

(3) You guarantee that any content posted on the platform does not violate the applicable law or morality, neither by its content nor by its form. The same applies to the setting of external links and frames. In particular, it is not permitted to disseminate content that glorifies racism, violence and extremism of any kind, calls and incitements to criminal acts and violations of the law, threats against life, limb or property, incitement to hatred against persons or companies, statements that violate personal rights, defamation, violation of honor of users and third parties as well as violations of fair trading laws, copyright infringing content or other violations of intellectual property rights, sexual harassment of users and third parties, pornography, offensive, sexist, obscene, vulgar, vile or disgusting materials and expressions.

(4) You are prohibited from using, copying, distributing, reproducing, editing, translating, publishing, or decompiling the Platform, the Content, and the databases available on the Site in any way through the use of any automated device or manual process. Furthermore, you may not reproduce the Platform, in whole or in part, on another website or otherwise using any device, including, but not limited to, image storage or framing of the Site ("Framing") or any other framing technique to enclose any portion or aspect of the Platform or to mirror or duplicate any portion of the Platform.

(5) You must refrain from any activity that is likely to generate automated page views, interfere with, damage and/or unduly burden the operation of the Platform or the technical infrastructure behind it and/or violate applicable laws and morality. This includes in particular:

(a) the use of bots, spiders, scrapers, software, scripts or databases in connection with the use of the Platform;

(b) the use of any programs that serve the purpose of collecting or using personal data from other users (in particular for business purposes),

(b) the use of malicious software (such as viruses)

(c) the automatic reading, blocking, overwriting, modifying, copying of data and/or other content, unless this is necessary for the proper use of the platform.

(6) It is prohibited to use the Platform for the purpose of booking or advertising accommodation that is not offered as part of a valid offer.

(7) ChargeHorizons does not, under any circumstances, endorse the content posted by you or any other third party content. ChargeHorizons reserves the right to block third party content if it violates these Terms and Conditions, in particular if it is punishable under the applicable laws or recognizably serves to prepare punishable acts.

(8) The resale of accommodations booked with us is prohibited. This applies in particular to the resale of room allotments to third parties at higher prices than our prices. We reserve the right to exclude travelers from our services in the future in the event of violations of this regulation. In these cases, the provider is also entitled to cancel the booking, whereby this declaration can also be made by us. In addition, you are obligated to pay cancellation fees as well as compensation for any damages incurred by us and/or the provider.

(9) In the event of a detected violation or a justified suspicion of a violation of these TOS, we will request you to remedy the violation or to prove that it does not exist within a reasonable period of time, if the setting of a deadline is not dispensable due to applicable laws. If you do not comply with the request in a timely manner or if the setting of a deadline is dispensable, we reserve the right, depending on the nature of the violation, to restrict or suspend the provision of the services of the Platform with respect to individual services offered by you, i.e., for example, to block a certain content from you or to completely terminate the provision of the services of the Platform to you, i.e., for example, to block your account altogether or to refuse you the further or renewed use of the Platform in another manner. We reserve the right to cancel any reservations or bookings associated with your name, email address or account, and to close any associated accounts, if we determine that your booking or account shows signs of fraud, abuse or suspicious activity. The right to terminate without notice for cause remains unaffected.

(10) You agree to indemnify ChargeHorizons for all damages resulting from your failure to comply with the obligations of these TOS, and further agree to indemnify ChargeHorizons against all claims by third parties, including attorneys' fees, court costs, and fines, asserted by such third parties against ChargeHorizons due to your culpable failure to comply with these obligations. In particular, you will indemnify ChargeHorizons against all claims made by third parties against ChargeHorizons for culpable infringement of their rights or for culpable infringement of rights based on Content posted by you.

§ 5 Content of the offers, private and commercial suppliers

(1) The accommodation providers are responsible for the content of their offers. These contain the information on the essential characteristics of the services offered (such as the nature of the accommodation and prices). We provide the providers with appropriate functions on the platform so that they are able to describe all essential characteristics of the accommodation offered and other important information, including the providers' TOS, transparently for you. However, we have no influence on whether the information provided by the providers is correct and assume no responsibility for the correctness of this information as long as and insofar as we do not have or must have knowledge of its incorrectness or have caused the incorrectness ourselves.

(2) We would like to point out that the providers of accommodation on our platform can be both companies (e.g. hotel operators) and private landlords. We ask the providers to inform us of their property accordingly but cannot ensure in every case that this information is correct. We do not take any responsibility for the correctness of this information, as long as and as far as we do not have or must have knowledge of its incorrectness or have caused this incorrectness ourselves. Please note in the event that you enter into a contract with a private landlord, that you may not be subject to the consumer protection regulations that companies must comply with.

§ 6 Booking, payment options, conclusion of contract with the provider

(1) You can book accommodation and choose whether you want to pay immediately or pay the price on the spot in the accommodation.

(2) To book accommodation, you need to select the appropriate accommodation, specify your planned travel dates and the number of people, select additional services (such as breakfast, parking), if necessary. In the next step you have to provide your personal data (such as name, surname, address, phone number). Then you have to choose whether you want to pay immediately or on the spot. The means of payment accepted by the accommodation providers as well as by the payment providers used by us can be viewed on the platform before the start of the booking process.

(3) If you have chosen to pay on site at the accommodation, you will then need to enter your credit card details. If you have opted for an immediate payment, you will be redirected to the website of the payment provider you have selected. There you may need to select a payment method (e.g. credit card or Applepay), enter the payment details requested by the payment provider and complete the payment process. You will then be redirected back to the platform. Here you have the opportunity to finally check your booking data, change it if necessary and make the booking binding and accept these terms and conditions and, if applicable, the terms and conditions of the providers.

(4) By clicking on the button ... you submit a binding offer to conclude an accommodation contract between you and the provider of the accommodation you have selected. This offer shall only be deemed to have been accepted on behalf of the provider at the time at which you have received the booking confirmation from us by e-mail on behalf of the provider, at the latest when the accommodation appears as booked in your account on the platform. The booking confirmation will be sent within ... hours. If you have not received a confirmation within ... hours after your booking and the accommodation also does not appear as booked in your account, please contact our customer service by phone at

(5) The contract is concluded exclusively in German or English. We save the text of the contract and send you the booking data, our GTC and, if applicable, the GTC of the providers by e-mail. You have the option to retrieve the contractual provisions including the respective GTC on our platform upon conclusion of the contract and to save them in reproducible form.

§ 7 Price composition, payment processing, offsetting, retention, assignment prohibition

(1) The total price to be paid by you consists of the price determined by the provider for the accommodation plus the taxes and duties applicable at the respective location of the accommodation or according to the respective applicable law for the provider as well as the commission to be paid to us by the provider. The taxes and duties are, on the one hand, the value added tax and, on the other hand, so-called tourism taxes (e.g. local tax, visitor's tax, guest tax, residence tax, spa tax or spa contribution, accommodation tax, overnight stay tax, residence tax, occupancy tax, hotel tax, accommodation tax, city tax, room tax or tourist taxes) which may vary from country to country or from place to place.

(2) If you have chosen to make an immediate payment, the total price is due immediately and the payment provider you have selected will debit the payment method you have specified with the total price in the currency specified by the provider. If you have chosen to pay locally at the accommodation, the total price is due directly upon arrival and before you move into the accommodation in the local currency. Please note that your bank or card provider may charge foreign currency, transaction or other fees if you pay in a currency other than the currency of your card.

(3) If you have chosen to make an immediate payment and the payment method you have selected has been charged for the total price, we will accept the payment on behalf of and in the name of the merchant. This fulfills your obligation to pay the total price to the provider.

(4) With regard to all payment claims, your right of retention or set-off is excluded unless your counterclaims are undisputed or have been legally established.

(5) A partial or complete transfer of your rights from this contract to third parties is excluded without prior consent of ChargeHorizons. § 354a HGB remains unaffected.

§ 8 Cancellation and rebooking, nonappearance

(1) The possibility to rebook or cancel the accommodation booked by you as well as to receive a full or partial refund of the price paid as well as the consequences in case of no-show are exclusively governed by the respective valid GTC of the providers. You have the opportunity to view the GTC of the providers on the platform, in particular before completing the booking as well as in the booking confirmation, and thus to familiarize yourself with the applicable conditions for cancellation, rebooking, no-show and refund.

(2) Please note that there is no general legal possibility to cancel or rebook accommodations and that the terms and conditions of the providers may differ in particular with regard to this and in particular with regard to the time at which the cancellation or rebooking can be made at the latest and whether this is possible free of charge or, for example, for a fee, e.g. depending on the provider, depending on the accommodation or depending on temporary promotions of the providers. Provided that the accommodation is located in Germany, in the event that cancellation is not or no longer possible with a particular provider, you must expect to pay 60-90% of the total price. The exact amount you have to pay depends on whether you booked the accommodation with or without additional services (e.g. breakfast). You can prove to the provider that the provider has incurred no or less damage due to your non-appearance.

(3) If you have selected immediate payment and a means of payment for which the total price owed is not debited immediately (e.g. direct debit), we reserve the right to cancel the accommodation booked by you with the provider if the debiting of your means of payment fails for reasons for which we are not responsible.

(4) In order to prevent misuse of the free reservation system and not to unnecessarily burden the accommodation with incorrect bookings, we reserve the right to cancel a reservation in individual cases if we are unable to reach you at the contact details you have provided or if the accommodation refuses the booking due to frequent cancellations or no-shows on your part in the past or if a deposit or advance payments cannot be collected in full and on time in accordance with the valid payment policies of the accommodation and booking or if your account does not have sufficient funds. In these cases there is no right to accommodation. To avoid cancellation for the above reasons, you have the option to make the booking by providing your credit card number. In case of missing or wrong credit card information your booking can be cancelled by the accommodation as well.

§ 9 Ratings, use of the content of the users

(1) After your departure, you will have the opportunity to rate the accommodation you have booked. For this purpose, you will receive an automatically generated email with a rating link after your stay. You can submit your rating via this link. You can object to the sending of rating emails at any time via an unsubscribe link in the respective email or by sending us a message or revoke your consent without incurring any costs. The objection or revocation will only be effective for the future.

(2) You agree that all your information, after verification by us, will be published anonymously or, if you wish, personalized on the information pages of the accommodation available on our website as well as on social media platforms, in our newsletter, in apps and on other distribution channels that are owned, managed, used or controlled by us. The Accommodation may in turn respond to your review with a published comment. Review texts are subject to editorial review by us and may be shortened. Unobjective, insulting or infringing reviews are inadmissible. We reserve the right not to publish or to delete ratings. The conditions of § 4 of these GTC apply accordingly.

(3) With regard to all content (e.g. texts, photos/images) that you upload to our platform, you confirm that you own the copyright to this content. Furthermore, you agree that the uploaded content will be published on the accommodation information pages available on our website as well as on social media platforms, in our newsletter, in apps and on other distribution channels owned or managed, used or controlled by us. To that extent, you grant us a non-exclusive, worldwide, revocable only upon the satisfaction of legal requirements, transferable and perpetual right and license to use, including, without limitation, to reproduce, edit, display, distribute, reproduce, make publicly available and communicate the content as we see fit. By uploading such content, you acknowledge full legal responsibility for any legal claims by third parties (including accommodation owners) resulting from our use or publication of such content. We exclude any responsibility or liability for the uploaded content, unless we have knowledge or grossly negligent ignorance. You warrant that the content does not contain any infected files, in particular viruses or Trojans, does not contain any pornographic, illegal, offensive or otherwise inadmissible or inappropriate content and does not violate any third party rights (intellectual property rights, copyrights, data protection rights). Content that does not meet these criteria will not be published and/or may be deleted by us at any time without prior notice.

(4) You waive the right to cite the author. This provision does not affect your option to grant third parties rights to posted content according to certain licensing models.

(5) Otherwise, you retain all rights to all content that you publish or upload on the platform.

§ 10 Intellectual Property of ChargeHorizons

(1) We grant you a non-exclusive, non-transferable license, revocable at any time, to access and use the Platform for the non-commercial purposes described in these TOS.

(2) In all other respects, ChargeHorizons remains the sole owner of all rights in and to the Platform and claims arising therefrom, including intellectual property and industrial rights in and to the Platform, the Software, including the Code and Documentation, trade names and trademarks, other Travelers' Uploaded Content, and other proprietary information and works and rights therein and therefrom.

(3) You are not authorized to remove or otherwise obscure any notices that refer to ChargeHorizons' rights and claims referred to in paragraph 2. Furthermore, you are not authorized to modify, copy, frame, republish, decompile, disassemble, reverse engineer, download, transmit or distribute the Platform in any form (e.g., software, design, code), regardless of how and whether you or any third party does so.

§ 11 Liability of ChargeHorizons, shortening of the statute of limitations, consequences of force majeure

(1) We are liable for breaches of duty by ChargeHorizons or our auxiliary persons according to the statutory provisions,

(a) in cases of intent or gross negligence,

(b) in case of culpably caused injury of life, body or health,

(c) in accordance with the applicable product liability law and if

(d) we commit a fraudulent misrepresentation or

(e) we assume a guarantee.

(2) We shall also be liable for direct damage typical for this type of contract which you have suffered as a result of a material breach of contractual obligations committed by us or our auxiliary person if we are only guilty of slight negligence. An essential contractual obligation in the aforementioned sense is one whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely. The liability in case of violation of such an essential contractual obligation is limited to the damage typical for the contract, the occurrence of which ChargeHorizons had to expect at the time of conclusion of the contract due to the circumstances known at that time. Apart from that, our liability for slight negligence is excluded. In particular, we are not liable for indirect damages as well as consequential damages, loss of profit or revenue or loss of business reputation.

(9) Soweit über die Plattform eine Möglichkeit der Weiterleitung auf Datenbanken, Websites, Dienste etc. Dritter, z.B. durch die Einstellung von Links oder Hyperlinks gegeben ist, haftet ChargeHorizons weder für Zugänglichkeit, Bestand oder Sicherheit dieser Datenbanken oder Dienste, noch für den Inhalt derselben. Insbesondere haftet ChargeHorizons nicht für deren Rechtmäßigkeit, inhaltliche Richtigkeit, Vollständigkeit und Aktualität.

(10) Ist eine Partei aufgrund von Ereignissen, die außerhalb des Einflusses einer Partei liegen und für eine Partei unvermeidbar oder unüberwindbar sowie nicht aufgrund ihrer Häufigkeit in Kauf zu nehmen sind („Ereignis höherer Gewalt“), an der Erfüllung ihrer Verpflichtungen aus diesen AGB und dem zugrundeliegenden Vertrag gehindert, ruhen die gegenseitigen vertraglichen Verpflichtungen ab dem Zeitpunkt des Eintritts des Ereignisses höherer Gewalt und werden nach Beendigung des Ereignisses höherer Gewalt wiederhergestellt. In diesem Fall verlängern sich die Vertragslaufzeit und die vertraglich vereinbarten Erfüllungstermine um den Zeitraum der Dauer des Ereignisses höherer Gewalt. Ereignisse höherer Gewalt können insbesondere sein: außergewöhnliche Naturereignisse (z.B. Erdbeben, Überschwemmungen, schwere Unwetter, Blitzschläge, Dürrekatastrophen), eingriffe Dritter (wie z.B. Feuer, Aufstände, Streiks, Aussperrungen, nicht betriebsinterne Arbeitskämpfe, Unruhen, Explosionen, Sabotageakte, Terroranschläge) unkontrollierbare Ausbreitung von Infektionskrankheiten (z.B. SARS-CoV-2) und damit zusammenhängende gesetzliche und behördliche Anordnungen sowie Bewertung nationaler und internationaler Organisationen und Institutionen (z.B. Risikobewertungen des Robert-Koch-Instituts), hoheitliche Maßnahmen (z.B. Embargos, Import- und Exportverbote, Sanktionen, Kriegshandlungen).

§ 12 Dispute resolution, consumer arbitration board

(1) We would like to point out that the European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>. Our email address is complaint@chargeholidays.com.

(2) ChargeHorizons is not legally obligated and not willing to participate in dispute resolution proceedings before a consumer arbitration board.

§ 13 Final provisions

(1) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you have made the booking as a consumer and have your habitual residence in another country at the time of your booking, the application of mandatory legal provisions of that country shall remain unaffected by the choice of law made in sentence 1.

(2) If the parties are registered traders, legal entities under public law or special funds under public law according to German law or in the event that the traveler has no general place of jurisdiction in Germany, or in the event that the party to be sued moves his residence or habitual abode outside the scope of this law after conclusion of the contract or his residence or habitual abode is unknown, the place of jurisdiction is agreed to be the then current registered office of ChargeHorizons.

(3) If these GTC require the written form, the text form (e.g. e-mail or fax) fulfills the requirement of the written form, unless the parties expressly agree otherwise and provided that the declaration is received by a person who is authorized for the legally effective receipt.

(4) Place of performance for all obligations arising from or in connection with the GTC is the registered office of ChargeHorizons. Working days are those working days at the registered office of ChargeHorizons.

(5) Should individual provisions of these GTC be or become invalid and/or contradict the legal regulations, the validity of the rest of the GTC shall not be affected. The ineffective provision shall be replaced by the contracting parties by mutual agreement with a provision that comes closest to the economic purpose of the ineffective provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes.