

Booking Terms and Conditions

GENERAL TERMS AND CONDITIONS OF THE LVIV TOURIST ALLIANCE FOR THE GUEST

1. General:

1.1. These general terms and conditions regulate the reciprocal rights and obligations between Lviv Tourist Alliance as the operator of the information and reservation system (<http://lviv.travel>) and the guest, referred to hereinafter as the reservation client. They are not valid for legal relationships between the service provider (accommodations or other service providers) and the reservation client.

1.2. Lviv Tourist Alliance is entitled to modify these general terms and conditions at any time. Each modification is legally binding as soon as the modified general agency conditions are available at <http://lviv.travel>

1.3. The reservation client expressly declares his agreement to the validity of these general agency conditions by his use of the information and reservations systems offered on the site at <http://lviv.travel>, particularly through his use of the online reservation service.

2. Mediation of Service Providers:

2.1. Lviv Tourist Alliance mediates reservation of third party service providers, such as providers of accommodation and other destination services. Lviv Tourist Alliance is purely a mediator of third party services in any event. The services of Lviv Tourist Alliance are considered to have been provided upon successful mediation (receipt of an electronic reservation confirmation by the reservation client).

2.2. Reservations are made online in the contingency maintained by the service provider himself; they are legally binding for the service provider and the reservation client. The mediation service by Lviv Tourist Alliance is free of charge to the reservation client.

2.3. Service providers that are determined based on search parameters given by the reservation client (category, duration of stay etc.) are listed randomly. The order of the list presented to the reservation client does not constitute a recommendation by Lviv Tourist Alliance with regard to the quality of the service to be provided by the service provider .

3. Contract on Tourist Service and Payment:

3.1. Contracts are made directly between the service provider(s) and the reservation client upon receipt of the online reservation confirmation. All claims and obligations that result from the contract are directly and solely between the reservation and the corresponding service provider .

3.2. Payment of the tourist service as booked and any deposits due will be made directly between the reservation client and the service provider .

3.3. The prices given in the information and reservation system of Lviv Tourist Alliance are created and maintained at the exclusive responsibility of the service provider. Generally these prices are inclusive with all fees, taxes and other costs. Holiday apartments are an exception and here the price of the apartment is generally given without additional

costs. Providers of holiday apartments do, however, indicate in a suitable form that the prices as given do not include certain fees and will list these fees correspondingly.

4. Reservation Contract, Cancellations

4.1. As already stated, Lviv Tourist Alliance in its business relationship with the reservation client and the service provider acts only as a mediator. The reservation contract is agreed directly between the reservation client and the service provider(s). The cancellation- and booking conditions of each service provider are indicated at each service provider displayed at the webpage or in the booking confirmation. A written declaration of cancellation must be submitted by the guest in all cases. In the event of cancellation within one month the cancellation invoice will only be sent to the reservation client after the original date of the stay

4.2. The hotel reserves the right to pre-authorize the reservation client's credit card prior to arrival.

5. Liability

5.1. Lviv Tourist Alliance does not accept responsibility for the unlimited availability of its information and reservation system on the site at <http://lviv.travel> as well as for any damage that is incurred as a result of an underbilling of services by third parties or a temporary shutdown of the information and reservation system at <http://lviv.travel>.

5.2. Lviv Tourist Alliance does not accept liability for any consequential damage resulting from the non-availability of the site at <http://lviv.travel> or an interruption to its operation or for any erroneous reservations or the misuse of the reservation page by third parties. This liability exclusion extends particularly to the costs of the reserved accommodation, the costs of arrival and departure or frustrated expenditure in connection with the online reservation and the loss of data.

5.3. Lviv Tourist Alliance does not accept liability for the prices published by the service providers themselves, their accuracy and completeness or the quality of the third party services mediated and that the data submitted to the relevant service provider into the information and reservation system at <http://lviv.travel>, information and photos (= third party information) correspond to the reality. In this connection it is recorded that the service providers will maintain the services on their reservation page themselves.

5.4. These liability exclusions are not valid for damage caused by intent or gross negligence on the part of Lviv Tourist Alliance. The unalienable statutory regulations are not affected by these liability exclusions.

6. Data Protection

6.1. Lviv Tourist Alliance will process personal data on the basis of the Law of Ukraine "On protection of personal data".

6.2. The personal data (name, address, telephone number) provided by the reservation client are only processed and used to the extent that they are necessary for the substantiation, formulation and modification of the mediation service and for the mediated services.

6.3. Lviv Tourist Alliance is entitled to transfer the personal data it collects where this is necessary in order to process information requests, reservation requests or reservations.

Lviv Tourist Alliance is also entitled to use this data for marketing measures of Lviv Tourist Alliance.

7. Final Conditions

7.1. The contractual partners agree the sole application of Ukrainian law for both these terms and conditions and for the contract between the service providers and the reservation client, excluding collision norms.

7.2. The place of fulfilment is Lviv Tourist Alliance. The court of jurisdiction will - where legally permissible - be agreed as the sole responsibility of the relevant court in Lviv.

7.3. There are no auxiliary agreements. Modification or supplementation of the contract is only legally effective if made in writing.