

Erholungsgebiet Waldvelen Maria ven der Buss Klyer Damm 8a 46342 Velen Tel: +492863 / 3450

# General terms and conditions for our vacation homes and apartments

Dear guest,

the following general terms and conditions (AGB) regulate the contractual relationship between You and us. Please note that you accept these terms and conditions with your booking.

## • §1 conclusion of the contract

- **a.)** The contract is considered to be bindingly concluded when the vacation apartment is ordered and is promised or provided at short notice.
- **b.)** The booking in advance can be made orally or in writing (also by email or fax). As agreed upon is valid, which was held on the reservation confirmation. This will be, if time permits, in written form (preferably by email) sent to the guest.
- **c.)** The booking guest is liable as the client for all obligations arising from this contract jointly and severally.

## §2 Services, prices and payment

- **a.)** The landlord commits himself, the vacation home booked by the guest (or a at least equivalent) and to provide the agreed service.
- **b.)** The agreed prices include all consumption-dependent ancillary costs (water, electricity and gas), unless otherwise agreed.
- **c.)** Upon conclusion of the contract, an advance payment of 20% of the be demanded at the agreed price. The request may be made on the Booking confirmation. If the credit on the account of the landlord is not within 14 days after sending the reservation confirmation, the Landlord is entitled to withdraw from the contract (see §5 a.).
- **d.)** Unless otherwise agreed in writing between the contracting parties, the agreement has been made, the payment of the balance (in case of short-term Rent the total amount) in cash, by EC- or credit card upon arrival, at the latest on departure.
- **e.)** If an agreement on payment against invoice has been made, the invoice no later than 8 days from the date of the invoice settle.

#### §3 Arrival and departure

a.) Unless otherwise agreed in writing between the contracting parties, the agreement was made, the vacation apartment is available to the guest at the

agreed. Arrival day from 15:00 o clock available. The apartment must be vacated by 20 o clock or by arrangement.

- **b.)** The apartment can only be occupied by the persons registered. With Arrival will be asked to present your identity card if necessary.
- **c.)** On the agreed day of departure, the return of the vacation apartment must be made by 10:30 am. Depending on the connection booking, a later appointment can also be arranged Departure possible. On Sundays and public holidays a later departure is possible, if not communicated otherwise.

## §4 Duties of the guest

- **a.)** The guest undertakes to return the rented and provided items to treat with care.
- **b.)** The house rules laid out in the vacation home are to be followed, especially the Driving bans for cars and the rest periods at the times indicated.
- **c.)** On the day of departure, household waste must be disposed of in the containers provided at the waste disposal site. Dispose of a used grill must be cleaned, food residues removed and the to store dishes cleanly in the kitchen cupboards.

## • §5 Withdrawal of the guest (cancellation/cancellation)

- a.) Any withdrawal must be in written form.
- b.) In case of cancellation:
- 1.) up to 29 days before the day of arrival, the full amount of the deposit will be or remains on request as credit for a later booking in the same calendar year.
- **2.)** 28 to 15 days before the day of arrival, the deposit for a later booking in the same calendar year.
- 3.) 14 days or more before the day of arrival the deposit will be retained. The calculation basis of the period is the day on which the cancellation is received by the lessor has been received. In order to avoid cancellation fees, it is recommended to conclude a Travel cancellation insurance with a provider of your choice. The landlord is held in good faith, the unused apartment to rent out to others to avoid breakdowns.

### §6 Withdrawal of the landlord

- **a.)** If an agreed advance payment is not made within the period of time stated in §2 c., the lessor is entitled to withdraw from the contract.
- **b.)** Furthermore, the lessor shall be entitled to withdraw from the contract for objectively justified reasons to withdraw from the contract extraordinarily, for example if:

- 1.) force majeure or circumstances for which the lessor is not responsible make the fulfilment of the contract impossible.
- **2.)** houses or apartments under misleading or false information of material facts, e.g. in the person of the customer or for the purpose of become.
- **c.)** The landlord has to inform the guest of the exercise of the right of withdrawal immediately in to take note of the facts mentioned above.
- d.) In the event of justified withdrawal by the lessor, the customer shall have no claim to compensation.

# §7 Liability

- a.) The lessor shall be liable for the proper performance of the contractual agreed services.
- **b.)** If the rented vacation home has a defect that goes beyond a mere inconvenience, the guest has to inform the landlord or the landlord's the defect immediately. With knowledge the landlord will there upon endeavor to provide remedy. The customer is obliged to Reasonable contribution to remedy the fault and to avoid possible damage to keep to a minimum.
- c.) The landlord is not liable for objects brought in.
- **d.)** The client is obliged to compensate for any damage caused by him/her upon becoming aware the landlord or his representative immediately and to inform them in such a way as low as possible.
- e.) The customer shall be liable for any damage caused by his own fault to 100%.
- f.) Parents are obliged to exercise due diligence towards their children otherwise there is no liability claim to the landlord.
- g.) The landlord shall not be liable for the games and games equipment provided for use Sports equipment is excluded.