

General Terms and Conditions (GTC) for the holiday accommodation "Ferienwohnung Mariei"

Landlord:

Anett & René Saalfrank, Marienstr.30, 82544 Egling, Germany

1. Arrival / Departure

From 4:00 p.m. on the day of arrival and no later than 10:00 a.m. on the day of departure. Departure must be by 10:00 a.m. on the day of departure. Exceeding the departure time by more than one hour will result in the billing of an additional overnight stay. Other arrival and departure times can be agreed individually with the landlord.

If the tenant does not arrive by 9:00 p.m. on the day of arrival, the contract is deemed to have been terminated after a period of 24 hours without notification to the landlord. The landlord can then freely dispose of the property. A (pro rata) refund of the rent due to early departure is generally not made.

If non-tenants (visitors) stay overnight, the number of visitors and the length of stay must be stated to the landlord before arrival. The rental costs may increase.

2. Payment

The rental agreement becomes valid when the deposit is received in the landlord's account. The deposit of 50% of the rental amount is due within seven days of receiving the booking documents. After the deposit has been paid, the remaining amount is due 60 days before the start of the trip. If the payment deadlines are not met, the landlord can withdraw from the contract. Non-payment is considered withdrawal and entitles the property to be re-let. If the booking is made less than 60 days before the start of the trip, the full amount must be paid.

The invoice amount stated in the rental agreement includes all additional costs (water, energy, final cleaning, WiFi, waste, bed linen (depending on the number of people), towels (without change), initial equipment).

3. Withdrawal

You can withdraw from the contract at any time. The withdrawal must be made in writing (letter or email). In the event of cancellation, you are obliged to compensate us for the damage caused:

- From the day the tenant receives the deposit until the 61st day before the start of the rental, the amount of the deposit;
- From the 60th day to the 30th day before the start of the rental, 65% of the total price plus a €25 processing fee;
- From the 30th day to the 15th day before the start of the rental, 90% of the total price plus a €25 processing fee;

If you cancel less than fourteen days before the start of the rental, the full travel price must be paid. The date of receipt of your cancellation notice counts. Any amounts already paid will be offset. You can provide a replacement person who will enter into your contract under the stated conditions. Written notification is sufficient.

With the booking documents, the tenant receives a recommendation to take out travel cancellation insurance.

4. Tenant's obligations

The tenant undertakes to treat the rented items (holiday home, inventory and outdoor facilities) with care. If damage occurs to the holiday home and/or its inventory during the rental period, the tenant is obliged to report this to the landlord immediately.

Defects and damage discovered upon arrival must be reported to the landlord immediately (by 8 p.m. on the day of arrival), otherwise the tenant is liable for these damages. A reasonable period of time must be allowed to remedy damage and defects.

Claims arising from complaints that are not reported immediately on site are excluded. Complaints that are only received by the landlord at the end of the stay or after leaving the holiday home are also excluded from compensation.

In the event of any disruptions in service, the tenant is obliged to do everything reasonable within the scope of his legal obligation to help remedy the disruption and to minimize any damage that may have occurred.

On the day of departure, the tenant must remove personal items, dispose of household waste in the containers provided, and store dishes clean and washed in the kitchen cupboards. The property must be left free of waste.

Subletting the property by the tenant or overnight stays by non-tenants in the holiday home and / or on the property without the knowledge of the landlord is generally not permitted (see also point 1). Violations will result in immediate termination of the rental agreement by the landlord and the property must be vacated immediately.

If the tenant has forgotten personal property and does not report, the items left behind will be destroyed after a storage period of 6 months after departure. Charging electric cars on the holiday home's power grid is strictly prohibited. The cross-sections of the cables are not designed for this.

5. Return of keys

After the end of the tenancy, all keys must be returned. The return will be confirmed. If the keys are not returned, the costs of restoring security will be offset against the deposit and any remaining amount will be paid.

6. Pets and smoking

Pets and smoking are not allowed in the apartment!

If this principle is violated, the landlord reserves the right to charge an increased cleaning fee in the amount of the actual costs incurred, but at least €250.00.

7. Data protection

The tenant agrees that necessary data about him or her may be stored, changed and/or deleted as part of the contract concluded with him or her. All personal data will be treated with absolute confidentiality and will not be passed on to third parties. The tenant has the right to object to the storage of his or her data at any time. Deletion will take place within a reasonable period of time if there are no legal requirements (e.g. from a tax perspective) that prevent this.

8. Liability

The advertisement was prepared to the best of our knowledge. We are not liable for any influence on the rental property due to force majeure, power and water outages and storms that are common in the country. Likewise, we are not liable for the occurrence of unforeseeable or unavoidable circumstances such as official orders, sudden construction sites or disruptions due to natural and local conditions. However, the landlord will be happy to help resolve the problems (as far as possible).

The landlord is not liable for the use of the play and sports equipment provided. The arrival and departure of the tenant is at his own responsibility and liability. The landlord is not liable for personal items in the event of theft or fire. The tenant waives any claims for damages. The tenant is fully liable for deliberate destruction or damage.

9. House rules

The house rules are part of the general terms and conditions.

The house rules are independent of the type of booking and the provisions of booking portals.

10. Final provisions

Photos and text on the website or in the flyer serve to provide a realistic description. 100 percent agreement with the rental property cannot be guaranteed. The landlord reserves the right to make changes to the equipment (e.g. furniture) provided they are of equivalent quality.

If one or more provisions of these terms and conditions are or become invalid, this does not affect the validity of the remaining conditions. The invalid provision is to be replaced by an effective one that comes closest to the economic and legal will of the contracting parties.

German law applies. The place of jurisdiction and place of performance is the place of residence of the landlord.

This document was translated with Google.
The German version is legally binding.

Egling, 01.05.2024