

General Terms and Conditions of Contract

Dear visitor

We are pleased, that you decided to spend your holidays in one of our houses. These general terms and conditions of contract regulate the legal relationship between you as a visitor and us as your host (in the following called landlord). To avoid misunderstandings, we ask you to read and to follow these terms and conditions. With your reservation you accept these general terms and conditions of contract.

1. Conclusion of a contract for accommodation

- a. With the reservation, the visitor offers to the landlord a binding conclusion of a contract for accommodation. The reservation can be made verbal, in writing, by phone, by fax or by e-mail. The contract of accommodation is concluded with the booking confirmation of the landlord.
- b. The reservation also is made by the booking visitor for all the fellow travelers which are listed in the reservation. The booking visitor is liable for all contractual obligations of these fellow travelers like his own obligations.

2. Cancellation of the contract of accommodation

If an official ban on accommodation is imposed due to the corona pandemic for the period of the booked stay or parts thereof, the contract of accommodation is cancelled and any payments made will be refunded.

3. Cancellation by the visitor

- a. In case of cancellation, no-show or departure before the agreed date, the landlord's entitlement to be paid with the agreed costs of room and board remains in place. The landlord has to offset other use of the apartment and saved expenses.
- b. According to the legal practice, which accepts percentages for saved expenses, the visitor has to pay to the landlord the following amounts, relating to the agreed price for the accommodation, without visitor's tax:

Vacation home for self-catering	90%
Vacation home with breakfast	80%
Vacation home with half-board	70%
Vacation home with full board	60%
- c. **It is strongly recommended to take out a travel cancellation insurance.**

4. Prices

- a. The prices stated in the booking confirmation are final prices, including the Value Added Tax and all additional costs, as far as there is nothing else stated referring additional costs. The local visitor's tax will be invoiced separately by the landlord, also extra services booked locally and if so additional costs.
- b. The landlord only is liable for services according to the booking confirmation.

5. Payment

- a. After conclusion of the contract (visitor's receipt of the booking confirmation) an advance payment of 50% of the total price has to be paid to the landlord by bank transfer. The amount of the advance payment and the bank details will be told with the booking confirmation. Payments with checks or credit cards are not possible.
- b. The total costs of the stay, including additional costs, less advance payment, have to be paid in cash at arrival.
- c. All probably arising costs of the bank transfer have to be charged to the originator of the transfer.
- d. The landlord is able to demand a deposit of EUR 100.00. The deposit is payable in cash at arrival and will be paid back in full before departure, if the apartment is left in proper and clean condition.

6. Liabilities

- a. During the time of the letting the visitor is liable for damages in the rooms, at fixtures, furniture and equipment of the apartment or other damages on the property, if they are caused by the visitor or his fellow travelers.
- b. The liability of the landlord for damages is limited to the total costs of the stay (including damages of obligations before, beside and after the contract).
 - i. As far as a damage of the visitor was neither caused deliberately nor negligent or
 - ii. As far as the landlord is liable for a visitor's damage sole because of the fault of a servant.

7. Complaints, limitation

- a. If complaints occur, the visitor should contact the landlord. In line with the legal requirements the visitor has to cooperate in clearance and avoid or minimize damages.
- b. Claims to the landlord, except claims in tort, lapse one year after the end of the letting.

8. Applicable law / place of jurisdiction

- a. Solely place of jurisdiction is the site of the landlord
- b. The complete contractual and legal relationship between visitor and landlord is applicable solely to German law.
- c. Solely the Allgemeine Vertragsbedingungen in German is valid. The General Terms and Conditions of Contract are only a non-official translation.