

## General terms and conditions

Two detached houses and the flats of a two-family house in 15562 Rüdersdorf are rented out as accommodation. The rental of individual or several rooms in the rental units Grüne Linde 3a, 3b & 4, as well as the rental of entire rental units, is offered to private individuals, companies and associations (fitters and company employees, holidaymakers, holiday guests).

The General Terms and Conditions apply to the rental and use of the accommodation as well as other agreed services and comprise the rental contract as well as the house rules.

### 1. Guest Accommodation Contract / Booking

- 1.1 With your registration/order you offer the landlord the binding conclusion of a rental contract.
- 1.2 The registration/booking is made by the booking guest/company for the persons/number of persons listed in the booking. If the person making the booking is not at the same time the tenant/user of the accommodation, he/she shall nevertheless be liable as joint and several debtor for all persons registered.
- 1.3 The guest accommodation contract/rental contract as well as the acceptance of the General Terms and Conditions shall be concluded as follows:
  - 1.3.1 By a telephone order of the guest, which is accepted by the landlord by email, fax or by post in writing by booking/reservation confirmation.
  - 1.3.2 By a (also informal) email order of the guest, which is accepted by the landlord by email, fax or by post in writing by booking/reservation confirmation.
  - 1.3.3 By a postal order of the guest, which is accepted by the landlord by email, fax or by post in writing by booking/reservation confirmation.
  - 1.3.4 By an order of the guest by fax, which is accepted by the landlord by email, fax or by post in writing by booking/reservation confirmation.
  - 1.3.5 By conclusive behaviour of the guest in the form of timely payment of the (down) payment.
  - 1.3.6 By handing over the keys and occupation of the accommodation by the guest.

## 2. Subject matter of the contract / Arrival and departure

- 2.1 The landlord undertakes to provide the guest with well-maintained accommodation that is equipped in accordance with the contract.
- 2.2 The guest undertakes to treat the accommodation and the inventory with care.
- 2.3 Two free car parking spaces are available on the property for each rental unit.
- 2.4 The guest undertakes to comply with his statutory notification obligations, if applicable.
- 2.5 Arrival is on the first booked day between 15:00 and 19:00. Arrivals outside this period must be arranged in advance.
- 2.6 On the day of departure (last day of booking), the accommodation must be vacated by 11:00 am. Later departures must be agreed in advance and require the consent of the landlord. The landlord reserves the right to charge for a later departure.
- 2.7 The accommodation is to be left broom-clean on the day of departure. Dishes, cups and glasses must be cleaned, the rubbish bin must be emptied, the refrigerator must be cleared out.

## 3. Prices

- 3.1 The guest is obliged to pay the agreed price for the use of the accommodation and the services used by him. The prices correspond to those available at the time of the invitation to tender.

## 4. Payment

- 4.1 Deposit
  - 4.1.1 For bookings of more than 10 nights, a deposit of 30% of the invoice amount is due no later than 7 days after receipt of the booking/reservation confirmation or invoice.
  - 4.1.2 The balance (70% of the invoice amount) is due 4 days before the day of arrival. In consultation with the landlord, the balance can be paid in cash on the day of arrival.
- 4.2 For bookings of less than 10 nights as well as for bookings at short notice (less than 14 days before the date of arrival), the total amount is due immediately upon receipt of the booking/reservation confirmation or invoice.
- 4.3 Late arrivals or earlier departures do not release the guest from the payment of the agreed invoice amount.

## 5. Withdrawal / Cancellation / Costs

- 5.1 Cancellation must always be made in writing to the landlord. Cancellations by telephone are not possible.
- 5.2 If the guest does not make use of the booked accommodation, cancellation costs (see point 5.4) will be due.
- 5.3 The guest is obliged to pay damages if, due to his/her inconclusive behaviour (e.g. no timely payment of the deposit/balance), the accommodation that was reserved exclusively for him/her could not therefore be offered elsewhere and therefore remains unused and the landlord incurs default costs as a result. The compensation for damages corresponds to the cancellation costs (see point 5.4).
- 5.4 In case of cancellation
- 5.4.1 up to 60 days before the start of the rental period, 20 per cent of the agreed price is payable
- 5.4.2 59 to 30 days before the start of the rental period 30 per cent of the agreed price is due
- 5.4.3 29 to 21 days before the start of the rental period 50 percent of the agreed price is due
- 5.4.4 20 to 15 days before the start of the rental period 60 percent of the agreed price is due
- 5.4.5 14 to 7 days before the start of the rental period 70 percent of the agreed price is due
- 5.4.6 from 6 days before the start of the rental period 90 per cent of the agreed price is due
- 5.4.7 in the event of premature termination of the tenancy / early departure or no-show, the guest has no claim to compensation for the unused rental days.

## 6. Accommodation - Liability

- 6.1 The accommodation is handed over in a clean and tidy condition. Should any defects exist or arise during the rental period, the landlord must be informed immediately.
- 6.2 Should damage occur in/to the accommodation or the furnishings during the rental period, the landlord must be informed immediately in order to arrange for repairs or replacements, if necessary.
- 6.3 The guest is liable for any damage caused by him to the accommodation and furnishings. This also applies if the damage is concealed and only discovered after the guest's departure.
- 6.4 If the guest causes damage and the accommodation can therefore not be re-rented (e.g. due to necessary repair work), the guest is liable for the resulting loss of rent. The amount of the loss of rent corresponds to the prices available at the time of the invitation to tender.

- 6.5 We recommend that you take out **liability insurance**.
- 6.6 The inventory is to be treated with care and is intended to remain in the accommodation. Should items/laundry with which the accommodation was equipped be missing after the guest's departure, these will be charged to the guest.
- 6.7 In case of loss/non-return of the flat key, the guest has to pay damages in the amount of 500,00 Euro.

## 7. Scope of use

- 7.1 The accommodation may only be used by the number of persons stated in the booking. If more persons than agreed (according to the booking confirmation) use the accommodation, they have to pay a fee which is determined in the rental price.
- 7.2 The accommodation may only be used by persons who have completely and properly filled in the registration form and handed it over to the landlord or a person authorised by him before moving in.
- 7.3 If the booking guest intends to have other person(s) accommodated in the accommodation during the tenancy than the person(s) already registered with the registration form, this must be notified to the landlord in writing in good time before moving in. The other person(s) must complete the registration form completely and properly before moving in and hand it over to the landlord or a person authorised by him.
- 7.4 The guest undertakes not to keep any animals in the accommodation without the express permission of the landlord. In case of non-compliance, a separate cleaning fee in the amount of 150.00 euros will be due.
- 7.5 Subletting or transfer to third parties is not permitted.
- 7.6 The guest agrees to the general terms and conditions and the house rules. He declares his agreement with the registration/booking.

## 8. Rights of the landlord

- 8.1 The landlord may offer the booked accommodation to other persons for rent if the guest does not fulfil the due demands, such as down payment and payment of the remaining amount in due time. In this case, the landlord may, without consulting the guest, let the accommodation booked by the guest to other persons. In such a case, the landlord is released from the promise of his booking confirmation.

Grüne Linde 3a, 3b & 4  
DE-15562 Rüdersdorf | Germany

Tel.: +49 (0) 9151 81 78 85 7  
Mobil 1: +49 (0) 176 56 63 75 72  
Mobil 2: +49 (0) 163 74 25 21 9

info@ferienhaus-behr.de  
www.ferienhaus-behr.de

- 8.2 If the accommodation is used by more than the agreed number of persons or by persons other than those registered on the registration form, the rental contract shall be terminated by the landlord without notice. In this case, the guest expressly has no claim to repayment of the rent or payment of compensation.
- 8.3 In the event of violations of the GTC or the house rules, the landlord is entitled to terminate the tenancy without notice. In these cases, the guest has no claim to repayment of the rent or payment of compensation.
- 8.4 The landlord may enter the accommodation for the purpose of important work and to carry out interim cleaning even during your absence, after prior consultation or notification. This also applies to persons who have been commissioned by the landlord.

## 9. Severability clause

- 9.1 Should one or more provisions of these GTC become invalid, this shall not affect the validity of the remaining provisions.