



## **Guest accommodation conditions / Booking conditions**

General terms and conditions (GTC) - Haus am Bach Todtnauberg

### **1. definitions of terms**

Host / Landlord

A natural or legal person who accommodates guests in return for payment;  
here: Haus am Bach Dalcolmo Schmid Schober GbR, Rüttestraße 3, D-79674 Todtnauberg

Guest / Tenant

A natural or legal person who makes use of the accommodation.  
As a rule, the guest is also the contractual partner. Guests also include persons traveling with them (e.g. family members, friends, etc.).

Contractual partner

A natural or legal person who concludes an accommodation contract as a guest or for a guest.

Accommodation contract / rental agreement

Is the contract concluded between the host and the contracting party, which becomes effective upon receipt of the booking confirmation by the host and receipt of the deposit by the guest.

### **2. booking / conclusion of contract / payment modalities**

The rental contract is concluded upon acceptance of the guest's booking request by the host in the form of a written booking confirmation (usually by email) and becomes valid upon receipt of the down payment to the host's account.

The deposit of 20% of the rental amount is due for payment within seven days of receipt of the booking confirmation / booking documents. Payment of the remaining amount is due 30 days before the start of the trip. For bookings made less than 30 days before departure, 100% of the rental price is due for payment. The date of receipt in the host's account shall apply. If the payment deadlines are not met, the host may withdraw from the contract without granting a grace period. Non-payment is deemed to be a withdrawal and entitles the host to re-let the property.

**HAUS AM BACH Todtnauberg | Urlaub. Auszeit. Freiraum.**  
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### 3. prices

The prices quoted are basic prices that depend on the season, length of stay and number of persons. The local tourist tax is not included and must be paid separately on site.

The apartment prices include final cleaning, bed linen, towels and tea towels, electricity, water and heating. Additional services or other consumption-related costs (e.g. firewood etc.) are generally charged separately. We reserve the right to make changes in line with general price developments. The statutory value added tax of currently 7% is shown.

### 4. special requests

Special requests are generally possible after consultation - we try to respond flexibly to the wishes of our guests. They require written confirmation by the host.

### 5. Arrival / Departure

Arrival is possible from 4.00 p.m. on the day of arrival. Departure must take place on the day of departure by 11.00 a.m. at the latest. Other arrival and departure times can be agreed individually with the host in good time, provided that previous or subsequent bookings allow this.

If the guest does not show up by 8.00 p.m. on the day of arrival (unless a later arrival time has been agreed), the contract shall be deemed terminated after a period of 24 hours without notification to the host. The host may then freely dispose of the property and rent it to another party.

### 6. Withdrawal / Cancellation / Termination or early termination

The guest may withdraw from the contract at any time. Withdrawal must be made in writing. In the event of withdrawal, the guest is obliged to compensate the host for the damage incurred by paying the following cancellation fees:

From the day of the booking confirmation by the host until the 91st day before the start of the rental period 10%, at least € 25.00; from the 90th day until the 31st day before the start of the rental period 40%; from the 30th day until the 8th day before the start of the rental period 70%; from the 7th day until the day of arrival 90%; in each case based on the total price.

In each case, the date of receipt of the notice of withdrawal shall count. The burden of proof lies with the guest / contractual partner.

Amounts already paid will be charged. Substitute persons who enter into the contract under the aforementioned conditions may be provided by the guest. Written notification is sufficient.

until 91 days	90 until 31 days	30 until 8 days	7 days until arrival
10%, min. € 25.00	40 %	70 %	90 %

The rental agreement is concluded for a fixed term and ends with the expiry of time on the day of departure at 11.00 a.m. on the day of departure, unless otherwise agreed. The host is entitled to charge for an additional day if the rented rooms if the rented rooms are not vacated on time.

If the guest departs early, the host is entitled to demand the full agreed fee. A pro rata refund of the rent due to early departure shall not be made.

The host is entitled to terminate the contractual relationship with immediate effect for good cause, in particular if the guest makes significantly detrimental use of the premises or impairs the coexistence or the accommodation establishment through inconsiderate or grossly improper behaviour towards the other guests, the host or third parties or makes himself liable to prosecution.

Force majeure: If the fulfilment of the contract becomes impossible due to an event to be regarded as force majeure (e.g. natural disasters, strike, official order, etc.), the host may terminate the accommodation contract at any time without observing a notice period, provided that the contract is not already deemed terminated by law or the host is released from his obligation to provide accommodation. Any claims for damages are excluded.

### **7. Obligations of the host**

The host is obliged to provide the agreed services to an extent that corresponds to his standard. In the event of service disruptions, the host is obliged to do everything reasonable within the scope of his legal obligation to help remedy the disruption and to minimize any damage incurred.

### **8. Obligations of the guest**

The vacation apartment may only be occupied by the persons specified in the contract. The number of persons stated in the contract is the maximum number of persons permitted, including small children and babies.

As hosts, we have taken great care in the design and furnishing of the apartment.

The guest undertakes to treat the rented property and all objects and premises (vacation apartment, inventory, equipment, buildings, outdoor facilities, etc.) connected with it and/or used with care. He shall be liable to the host for any damage caused by him or other persons who accept services from the host with his knowledge or will.

A deposit is not required. However, if damage occurs to the apartment, furnishings or items of daily use during the tenancy, the guest is obliged to notify the host immediately. The repair costs or the replacement value must be paid at the end of the stay. Any defects or damage discovered on arrival must be reported to the host immediately, otherwise the guest shall be liable for such damage.

The host must be given a reasonable period of time to rectify any damage or defects. Claims arising from complaints that are not reported immediately on site are excluded. Complaints that are only received by the host at the end of the stay or after leaving the vacation apartment are also excluded from compensation.

The apartment will be handed over in an immaculate, clean condition. We expect it to be returned in the same condition at the end of the rental period: On the day of departure, the guest must remove all personal belongings and any food they have brought with them, the refrigerator must be completely emptied, dishes must be stored clean and dry in the kitchen cupboards. The apartment must be left swept clean and household waste must be disposed of in the bins provided.

Smoking in the apartment/building is not permitted.

Animals are not permitted.

We would like to point out that two cats live in the Haus am Bach.

## **9. data protection**

The guest agrees that within the framework of the contract concluded with him and all communication connected with his stay, necessary data about his person will be stored, changed and / or deleted. All personal data will be treated confidentially.

The host reserves the right to inform guests at irregular intervals (approx. 2 to 4 times a year) about his own offers and / or news and to contact guests for this purpose. If the guest expressly does not wish to receive this information, please inform the host.

## **10. Liability**

The property documents and service description have been prepared to the best of our knowledge and belief. The host accepts no liability whatsoever for the rental property being affected by force majeure, power and water failures or storms. Similarly, no liability is accepted in the event of unforeseeable or unavoidable circumstances such as official orders, sudden construction sites or disruptions caused by natural or local conditions. However, the host will be happy to assist in rectifying the problems (as far as possible).

The host accepts no liability for damage to property or personal injury resulting from the use of the premises including furnishings / equipment, the building and all outdoor areas of the rental property, as well as any play and sports equipment provided.

The arrival and departure of the guest is at the guest's own risk and liability. The host is not liable for damage to or loss of the guest's personal belongings and property in the event of theft, natural events, fire or force majeure.

The guest is fully liable for damage to or loss of the host's property or willful destruction.

## **11. final provisions**

Photos and texts of the host on their own website, host portals and other publications serve to realistically describe the rental property. The 100% correspondence with the rental property cannot be guaranteed. The host reserves the right to make changes to the inventory (e.g. furniture, equipment), provided they are of equal value.

Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the economic and legal intentions of the contracting parties. In the event of loopholes, the relevant statutory provisions shall apply.

German law shall apply. The place of jurisdiction and place of fulfilment is the place of residence of the host.

## **12. travel cancellation insurance**

The guest is advised to take out suitable travel insurance for the booking. Events such as illness, accident or other undesirable occurrences, even within the family, can occur unexpectedly. Travel cancellation insurance can be taken out to cover the costs arising from these risks.