



## GENERAL BUSINESS CONDITIONS FOR THE HOLIDAY APARTMENT RECEPTION

### 1 SCOPE

1.1 These terms and conditions apply to the contracts associated with renting holiday apartment rooms for accommodation as well as all other services and deliveries of the holiday apartment (holiday apartment accommodation contract) provided in the connection with the customer. The term "holiday apartment accommodation contract" covers and replaces the following terms: hospitality contract, holiday apartment room contract.

1.2 The subcontracting or re-letting of the rooms and their use for purposes other than holiday apartment accommodation require the prior consent of the holiday apartment in text form, whereby § 540 para. 1 sentence 2 BGB is excluded as long as the customer is not a consumer.

1.3 General terms and conditions of business by the customer shall only apply if this has been previously expressed and agreed upon.

### 2 TERMINATION OF CONTRACT, PARTICIPATION, LIMITATION

2.1 The contractual partners include only the holiday apartment and the customer. The contract is only then concluded by the holiday apartments acceptance of the customer's request. The acceptance of the contract is legitimate when the room booking is confirmed. Confirmation of the room booking can be made verbally, in writing, by telephone or by e-mail.

2.2 All claims against the holiday apartment are to be subject to a limitation period of one year from the start of the statutory limitation. Compensation claims become statute-barred after five years as long as they are not based on a violation of life, body, health or freedom. These claims for damages shall become statute-barred indefinitely within ten years. The statute of limitation shall not apply to claims based on an intentional or improper negligent breach of duty by the holiday apartment.

### 3 SERVICES, PRICES, PAYMENT, SETTLEMENT

3.1 The holiday apartment is obliged to keep the rooms booked by the customer and to provide the agreed services.

3.2 The customer is obligated to pay the agreed or valid prices of the holiday apartment for the room transfer and the additional services used by the customer. This also applies to the services provided by a third party customer that are expensed by the holiday apartment and go directly through the holiday apartment.

3.3 The agreed prices are inclusive of the taxes and local taxes applicable at the time the contract is concluded. Local taxes are not included but are owed by the guest according to the respective local law. eg. tourist tax.

If there is a statutory value-added tax, a new introduction change, or an abolition of local taxes on the object of performance and after the contract is changed, the prices are adjusted accordingly. In the case of contracts with consumers, this applies only if the period between the conclusion of the contract and the fulfillment of the contract exceeds four months.

3.4 The holiday apartment is allowed to depend its consent on the price of the room(s) and/or the holiday apartments other services. Therefore, the holiday apartment is allowed to subsequently reduce the



number of rooms booked, change the holiday apartment's performance and / or the duration of the customer's stay.

3.5 Invoices from the holiday apartment without a due date shall be paid within 7 days of the invoiced receipt without deduction. The holiday apartment can demand the immediate payment of due receivables from the customer at any time. In the event of a delay in payment, the holiday apartment is entitled to charge the currently applicable statutory default interest of 8% or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base rate. The holiday apartment reserves the right to prove higher damages.

3.6 Upon conclusion of the contract by the customer The holiday apartment is entitled to demand a reasonable advance payment or security deposit. For example, in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. The statutory provisions shall remain unaffected in the case of prepayments or security payments for package tours.

3.7 In justified cases, the holiday apartment is entitled to make an advance payment or security deposit as defined in clause 3.6, or make an increase in the prepayment or security deposit that was originally agreed on in the contract, after the conclusion and agreed remuneration. For example, the client's payment arrears or there is an extension on the scope of the contract.

3.8 At the beginning and during the stay, the holiday apartment is also entitled to demand a reasonable advance payment or security deposit as defined in section 3.6 for existing and future claims as long as this has not already been carried out according to clause 3.6 and / or clause 3.7 has been carried out.

3.9 The customer can only offset or charge against a claim of the holiday apartment with an undisputed or legally binding claim.

#### 4 CANCELLATION OF THE CUSTOMER NOT APPLICABLE /NO USE OF THE SERVICES OF THE HOLIDAY APARTMENTS „FERIENWOHNUNGEN AM SCHLOSSBERG“

4.1 A withdrawal of the customer from the concluded contract with the holiday apartment is only possible if a right of rescission has been expressed and agreed in the contract, there is another statutory right of withdrawal or if the holiday apartment expresses and agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made only in text form.

4.2 Provided that a date for the cancellation of the contract has been agreed between the holiday apartment and the customer, the customer can withdraw from the contract by then without incurring payment or compensation claims for the holiday apartment. The right of withdrawal of the customer expires if he does not exercise his right to cancel the booking by the agreed date.

4.3 If a right of withdrawal has not been agreed, has already expired, there is no statutory right of rescission or termination and the holiday apartment does not agree to a cancellation of the contract, the holiday apartment reserves the right to the agreed remuneration despite non-utilization of the service. The holiday apartment has to charge the income from renting the rooms and saving the expenses. If the rooms



are not rented elsewhere, the holiday apartment can deduct the lump sum for expenses saved. The customer is obliged in this case to pay at least 80% of the contractually agreed price for overnight stays with or without breakfast as well as for lump-sum arrangements with third-party services. The customer is free to prove that the above claim has not occurred or has not occurred to the required amount.

## 5 RESERVATION OF THE HOLIDAY APARTMENT „FERIENWOHNUNGEN AM SCHLOSSBERG“

5.1 If it was agreed that the customer can cancel the contract free of charge within a certain period, the holiday apartment is entitled in this period to cancel the contract if other customers' request for the contractually booked rooms. The customer is requested to request the holiday apartments right to rescind contract.

5.2 If an advance payment or security deposit agreed or demanded in accordance with section 3.6 and / or clause 3.7 is not made even after the expiry of a reasonable extension period set by the holiday apartment, the holiday apartment is also entitled to withdraw from the contract.

5.3 Furthermore, the holiday apartment is entitled to withdraw from the contract for materially justifiable reasons, in particular if;  
Force majeure or other circumstances beyond the control of the holiday apartment render the fulfillment of the contract impossible  
Room(s) possibly being booked under misleading facts or there is a concealment of essential facts; The identity of the customer, the solvency or the purpose of residence.  
The holiday apartment has reasonable grounds to believe that the use of the service may jeopardize the smooth operation, security or reputation of the holiday apartment in the public without being attributable to the domain of the holiday apartment;  
The purpose or reason of the stay is illegal;  
There is a breach of the clause 1.2 mentioned before.

5.4 The justified rescission of the holiday apartment does not constitute a claim of the customer for damages.

## 6 ROOM REQUIREMENT, TRANSITION AND RETURN

6.1 The customer shall not be entitled to the provision of certain rooms, unless this has been previously expressed and agreed.

6.2 Booked rooms are available to the customer from 4 pm to 8 pm on the agreed arrival day. The customer is not entitled to any earlier or later arrival. If the customer arrives earlier or later he must inform the holiday apartment in advance and the holiday apartment will arrange it, only if possible.

6.3 On the agreed departure day, the rooms are to be vacated from the holiday apartment no later than 10:00 am. Thereafter, the holiday apartment may charge 50% of the full price (list price) up to 18:00 hours due to the late evacuation of the room for its cross-border use, from 18:00 hours 100%. Contractual claims of the customer are thereby not justified. He is free to prove that the holiday apartment has either no or a significantly lower claim for usage compensation.



## 7 LIABILITY OF THE HOLIDAY APARTMENT

7.1 The holiday apartment is liable for damage caused by injury to life, body or health. Furthermore, it is liable for other damages which are based on an intentional inhumane negligent breach of duty by the holiday apartment or on an intentional negligent violation of contractual obligations of the holiday apartment. A breach of duty by the holiday apartment is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in this clause 7. Should faults or deficiencies in the services of the holiday apartment occur, the holiday apartment will endeavor to remedy the situation if the customer is aware of it or if the customer's complaint is prompt. The customer is obligated to contribute reasonably, in order to remedy the disturbance and keep the possible damage low.

7.2 The holiday apartment shall be liable to the customer for any items brought in according to the legal provisions.

7.3 The statute of limitations of the claims of the guest takes place according to the statutory provisions.

## 8 FINAL PROVISIONS

8.1 Amendments and additions to the contract. The acceptance of the application or these general terms and conditions shall be made in text form. Unilateral changes or additions by the customer are ineffective.

8.2 Place of fulfillment and payment as well as exclusive court of jurisdiction - also for checks and bills of exchange - is in the commercial traffic of Kaufbeuren. If a contractual partner fulfills the requirement of § 38 para. 2 ZPO and does not have a general court jurisdiction within Germany, the court of jurisdiction shall be appointed as the court of appeal.

8.3 German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods and Collision Law is excluded.

8.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

8.5 Alternative dispute resolution pursuant to Art. 14 para. 1 ODR-VO and § 36 VSBG:

The EU OS platform for out-of-court online dispute resolution can be reached at:

<http://ec.europa.eu/consumers/odr/>