

Appartement am Rathaus

General Terms and Conditions



§1 Booking / reservation confirmation

Please enter booking requests by our internet form or give us a call. If we can provide you with the desired holiday apartment in the desired period, you will receive a written confirmation of the booked apartment. The reservation of the apartment is legally after receipt of the booking confirmation, the written confirmation and after payment (see §2).

§2 Terms of payment

The down payment of 20% of the total is to be paid immediately after the booking confirmation within 10 days to our account. The balance is due no later than 14 days before arrival. For last minute bookings immediately after confirmation receipt. If the payment deadlines are not met, the apartment can be reassigned. Without full payment the access to the apartment may be refused.

In case of default we are entitled to demand the respectively applicable statutory default interest in the amount of currently 5% above the base interest rate. For every reminder after default occurs, the customer must reimburse reminder costs of 15 EUR to us. All other costs incurred as part of the collection must be borne by the customer. Costs of payment, particularly at transfer from abroad must be borne by the customer. All bank transfer fees are borne by the customer, i.e. our bank account is the full invoice amount credited free of charge. We only accept payments by bank transfer to our account.

§3 Arrival and Departure

On arrival the apartment is available from 15:00 o'clock. An arrival later than 18:00 o'clock must be agreed in advance. There may be no regrets claimed in case of availability somewhat later than 15:00 o'clock.

On departure the apartment must be vacated at 10:00 o'clock in the morning. If the apartment is used longer, we are entitled to charge an extra night. If the apartment can not be passed in time to the next tenant, we are also entitled to assert claims for costs arising from that.

The apartment must be left broom clean on departure. The dishes, glasses, etc. have to be cleaned. Furthermore the use of an existing dishwasher must be completed and cleared. The trash and the refrigerator must be emptied.

§4 Apartment

The apartment will be handed over by the owner in a neat and clean condition with a full inventory. Should deficiencies exist or arise during tenancy, the owner is to be informed immediately thereof. The tenant is liable for the damages caused by him to the property, the inventory and the Community institutions, eg broken crockery, damage to the floor or furniture. These also include the costs arising from lost keys.

The inventory has to be handled with care and is intended to remain in the apartment. The tenant is liable for the actions of his fellow travelers. Damages caused by force majeure are excluded thereof. Should the tenant use the apartment's details or sublets, overcrowding, disturbance the peace of house etc. as well as non-payment of the full rental price, the contract may be terminated without notice. The rent already paid will remain with the owner.

Should exist a liability insurance, the damage must be reported to that insurance. The owner shall be notified of the name and address as well as the insurance record number.

For stays longer than 14 days, you can use our laundry (washing machine, dryer and iron) twice a time for free. The detergent is not included.

If you need our laundry more than two times or if you stay shorter than two weeks you have to pay a fee of € 5,00/use (in advance by buying a coin or directly by using).

Please notice that our "Appartement am Rathaus" is a **non-smoker apartment**. Smoking is only at the terrace allowed. **Pets are not allowed**, because we want to offer the apartment also to other guests who may be allergic on pet hairs.

§5 Stay

The apartment may only be used by the persons listed in the booking. If the apartment is used with more people as agreed, a separate fee has to be paid. The owner has the right to terminate the lease immediately in this case.

Subletting and transfer the apartment to third parties is not allowed. The lease must not be passed on to third persons.

The tenant agrees to the terms and conditions of the "Appartement am Rathaus" and the house rules – insofar as such is part of the property – agree. The consent occur with the payment.

On any breach of the Terms or the house rules the owner is entitled to terminate the lease immediately and without notice. A legal claim to repayment of the rent or compensation does not exist.

§6 Deposit

There is a deposit of EUR 150,00 raised which must be paid with the final payment. Additional costs resulting from damage or increased cleaning costs are deducted from the deposit. The (remaining) deposit will be refunded 2 weeks after departure.

§7 Cancellation by the tenant

A necessary cancellation of the trip must be made in writing. In case of cancellation by the tenant, we reserve to withhold a cost/loss expense is as follows:

- In case of cancellation until the 46. day before start of rental: €25,00 processing fee
- In case of cancellation 45 to 30 days before start of rental: 50% of the agreed rent
- In case of cancellation 29 to 8 days before start of rental: 80% of the agreed rent
- From the 7th day before arrival: 90% of the agreed rent

Of course, the tenant, rather than cancel, may designate another visitor. The owner must approve the replacement tenant, and reserves the right to refuse this. The cancellation fee will be deducted from the deposit.

The conclusion of a trip cancellations insurance is strongly recommended.

§8 Cancellation by the owner

In case of cancellation on our part, make the fulfillment impossible due to force majeure or other unforeseen circumstances (such as an accident or illness of the host), and other circumstances beyond; liability apply to the reimbursement of costs is limited. From justified cancellation no claim of the customer to compensation – a liability for travel and lodging expenses will not be accepted.

A withdrawal by the owner may take place after arrival without notice if the tenant other persons (e.g. neighbors, etc.) despite awaring sustainable disrupts or violates the contract to such an extent that immediate termination of the rental agreement is justified.

§9 Liability

The owner is liable in connection with the due diligence of a prudent businessman for the proper provision of the rented property. A liability for any failures or disruptions in water and electricity, as well as events and consequences caused by force majeure are hereby excluded.

The owner is not liable for damage caused by theft, vandalism, fire and water on the property of the tenant. The tenant shall be liable for the improper use of technical equipment. As a parent, the tenant is also liable within the house and the property for his children.

§10 Written Form

Other agreements as set out in this contract do not exist. Oral agreements were not met. The terms and conditions are accepted by bank transfer of deposit.

§11 Severability

Should one of the above described conditions be legally invalid, it will be replaced by a mutatis mutandis closest control. The other conditions remain unaffected and continue to be valid.

§12 General

The customer agrees to the processing of his data agree, insofar as this is within the scope of the purpose of the legal relationship.

GTC "Appartement am Rathaus", 03/2017