

# Requirements for accommodation service

Preface

**You booked an apartment or a room with us and you may expect from our house a relationship characterized by hospitality. Unfortunately, this relationship can become marred every now and again, therefore here are some important information for you.**

I am Karola Regler, I live in 01814 Bad Schandau OT Ostrau, Alter Schulweg 5 and I am the landlady of the apartments of Haus Karola in Bad Schandau OT Ostrau.

## **1. Booking and booking confirmation**

You are offering the binding completion of an accommodation contract (orally, written or electronically), committed to the contract till approval or cancellation. The contract is valid not until you submitted the first payment. The first and the outstanding payments are stated in the contract. If the first payment is not transferred to the lessor till the agreed date, the landlady has the right to rent the rented room/apartment to somebody else without a notice or becoming liable.

## **2. Payment**

For the contractual service the descriptions, pictures and prices on my website or offering are in force, valid for this travel period. The stated payment has to be made in certain intervals: 20% of the total amount 7 days after booking; the final payment at least 14 days before the arrival date. If the time between booking and arrival is less than two weeks the total amount is due immediately. Possible side agreements will be referred to in writing in the booking confirmation.

## **3. Additional Costs**

All additional costs like water, heating, electricity, bed linen, towels and final cleaning are included in the price. Public duties, like the visitor's tax, is not included.

## **4. Conditions and Advice**

4.1. The accomplished contract contains the booked rooms with every equipment. The rooms must only be used by the people stated in the contract, including children and babies or toddlers. In case of over-occupancy the landlady has the right to send out the people who were not booked. The rental contract is valid only for the confirmed time.

4.2. The apartment is at your disposal on the arrival date from 2:00 pm and it should be left on the departure date by 10:00 am. We ask you, however, to arrive on the arrival day by 7:00 pm at the latest. In case this is not possible, please leave a message by phone. If the tenant leaves the apartment later than 10:00 am on the departure day a partial price for an additional day has to be payed.

4.3. The tenant has the duty to handle the rooms or the apartment and it's equipment with the maximum of diligence.

4.4. For each apartment a parking place at the premises is at disposal.

## **5. Liability and Duties**

5.1. You (as the tenant) are fully liable for caused damage of the rental property and at the premises or it's other facilities. The landlady/owner is not liable for loss or damage of brought-in goods of the tenant, including the car. The brought-in goods to the rental property takes place at the tenants own peril.

5.2. The rental property will be handed over to the tenant in clean and conventional conditions. If there should be flaws detected at the moment of key delivery or there might be an incomplete inventory, the tenant has the duty to immediately notify this with the landlord. By failing this, the rental property is regarded as to be in proper conditions.

5.3. Pets are not permitted in the rental property and at the premises.

5.4. Smoking is not permitted in the apartments.

5.5. The landlady is responsible for an orderly and contract compliant fulfillment of the rental contract. For damages, other than damage to a person, the liability is limited to the twofold of the rental price - unless an act of gross negligence or intent is given. Liability is excluded for failure by the tenant or joint user; unpredictable or not avertable failures by third parties; with acts of nature or incidents which were not predictable or avertable - despite reasonable diligence - by lessors, key deliverer, agents or other people consulted by the owner. The tenant is liable for all damage caused by himself or joint user, the fault will be presumed. There is no liability towards the guest for incidental interruption of water or/and power supply.

5.6. The tenant has to claim unperformed contractual service to the landlady/key deliverer within a month after termination of the booking period. In case there is a substantial failure which is the contractual responsibility of the lessor the tenant is entitled to set a certain time limit for the adjustment of the failure. This has to be given in written form.

## **6. Return of the Rental property**

With departure the rental property has to be handed over well-swept.

## **7. Careful Usage**

The tenant has the duty to use the rental property with care and and to have regards for other residents and neighbours. If any damages may be incurred please immediately inform the lessor. The rental property is to be occupied only with the number of tenants mentioned in the contract. Subtenancy is not permitted. The tenant has to personally see to remind other roommates of fulfilling the obligations of the contract. In case of any stark violations of the contract in terms of careful usage or if there are living more tenants than in the contract agreed, the landlady has the right to annul the contract without notice and compensation.

## **8. Cancellation of the contract**

8.1. The completion of the accommodation contract binds both contract partners to fulfill the contract regardless of the term the contract was terminated. As a basic principle, it is permitted for the guest to cancel a binding contract single-sided and without charges.

8.2. If the guest cancels the contract, however, he has the duty to pay the agreed or conventional price regardless of the moment or reason of cancellation. The pensions' owner has to count saved expenses against the claim of performance.

8.3. The value of saved expenses for an overnight-stay including breakfast is stated to be suitable by law with 20% and for the rental of a holiday apartment with 10% to 20% of the accommodation price.

8.4. The landlady has to let the apartment, which is now free, to new tenants in an act of good faith. For this, the hereby saved expenses have to be counted against the cancellation fee.

8.5. It is the duty of the guest to approve that from the cancellation non or only a minor damage shall occur to the accommodation provider.

8.6. The cancellation has to be given in written form to the accommodation provider - in the interest of the guest.

8.7. We strongly recommend a travel cancellation insurance; we would be glad to send you the forms by mail.

## **9. Act of Transfer**

Claims and rights from the reached agreements of the accommodation contract can only be transferred to third parties with permission of the landlady.

## **10. Non-used service**

If the tenant could not use our service due to illness, in consequence of late arrival or earlier departure or due to other, from the owner not accepted reasons, the complete rental fee is owed under the contract.

## **11. Cancellation by the lessor**

11.1. If the tenant did not transfer the agreed payment (first and final payment) the lessor shall cancel the contract before or after the beginning of the rental period without adherence to a time limit. This is also true if there are lots of violations against the contract by the tenant so that it could not be expected from the lessor to fulfill the contract. In this case, the lessor shall claim general substitution of the expenses originated till the cancellation as well as the deficit of profit corresponding to the common rental conditions.

11.2. The lessor may cancel the accommodation contract or terminate the rental contract with the tenant after the beginning of the rental period:

- 11.2.1. without adherence to a time limit - if the tenant disturbs the travel despite given warning; if the tenant jeopardizes others by his/her behaviour or behaves contrary to the contract -
- 11.2.2. without adherence to a time limit - due to act of nature which could not be anticipated at the moment of the contract's conclusion; strike, non-disposal of the rental property resulting from individually changed conditions on behalf of the lessor as well as due to similar urgent reasons which complicate, endanger or impair the rental contract -
- 11.2.3. without adherence to a time limit - if there could not be avoided larger maintenance (due to breakdown of heating, water-pipe burst etc.). In case the lessor cancels the contract according to 11.2.1 - the rental price expires; in case the lessor cancels the contract according to 11.2.2 - before the start of the term of lease - the tenant gets already payed instalments back. Further claims are excluded. If the lessor cancels the contract according to 11.2.2 - the tenant gets the part of the price refunded that corresponds to the expenses of the lessor.

## **12. Act of Nature**

If acts of nature (environmental disasters, natural forces, administrative schemes etc.), not expected or avertable events impede the renting or disturb the rental term, the lessor has the right (but not the duty) to offer a similar rental property - with exclusion of compensation claims. If the service cannot be performed wholly or partly, the already payed instalment (wholly or partly) will be refunded - with exclusion of further claims.

## **13. Failures**

In case there might be any failures, they have to be shown to the lessor immediately and remedial actions have to be claimed. A corresponding time limit has to be set.

## **14. Severability Clause**

If any clauses of this contract may be not valid or contain a flaw, all other clauses shall be unaffected.

## **15. Law and Jurisdiction**

The disclaimer notice shall be interpreted and governed by German law. The exclusive jurisdiction is the location of the accommodation property.

Effective: March 2014