

RENTAL TERMS

For the rental agreement that you conclude with the owner of the holiday property "Hassel 14" (hereinafter: Homeowner), the following terms and conditions apply.

Additions to the lease are only effective if they are in writing.

The rental contract is concluded with the booking of the holiday property on the website of the Homeowner.

1. Rental period

The booked arrival and departure days are binding at all times. The rental property can be checked into from 3 pm to 6 pm on the day of arrival. The holiday object must always be vacated at the latest by 10 am on the departure day. Different arrival or departure times can be arranged.

The key can only be handed out on presentation of a photo ID and if the full rental price has been paid. The key is deposited in the

secretariat of the Golf club Oberberg e.V. (hereinafter: Representative)
Hasseler Str. 42
51580 Reichshof
Telephone: 02297/7131

2. HOLIDAY PROPERTY

2.1 Use of the holiday property: The holiday property may be used only for holiday use.

2.2 Number of persons: The holiday property and the associated land may only be occupied by the number of persons indicated on the website of the property owner, with the exception of bringing an extra child, if this can be accommodated in a cot provided in the house.

Incidentally, only the number of people specified at the time of booking may occupy the holiday property and the associated land. If more persons than the number of persons stated at the time of booking occupy the holiday property and the associated land, the overnight prices per person stated in the respectively valid price list are to be paid before their respective occupation.

If the holiday property or the property is occupied by more than the authorized persons and / or the corresponding accommodation price is not or not fully paid prior to the arrival of a person who was not specified in the booking, the owner of the house may without notice instruct that all extra persons / persons for whom no overnight price was paid, leave the holiday property. If this instruction is not complied with within 12 hours from the time of the reference, the Homeowner has the right to terminate the rental contract with immediate effect and to instruct all persons to vacate the holiday property without further notice.

The rental price will not be refunded in such an instance.

Youth groups - this means at least 6 people, who are mainly under 18 years old - have to register as such when booking.

On the day of booking, the tenant must be at least 18 years old. For youth group travel, the tenant of the holiday property must be at least 21 years old on the day of booking.

2.3 Tents and caravans: The erection of tents or parking caravans on or near the property is not allowed.

2.4 Pets: Bringing pets is not allowed.

2.5. Smoking: Smoking is not allowed in the holiday property.

2.6. Noise: The tenant is obliged to avoid any disturbing noise and activities that affect the peace and quiet in the neighbouring buildings from 10 pm to 6 am.

2.7. Internet: Internet access is available via Wi-Fi. The Homeowner is not responsible for bad reception, overload, cable problems or other causes of bad reception. Access to the Internet is permitted only for adults and use must be in accordance with applicable laws.

2.8. Whirlpool: There is a whirlpool in the holiday property. The instructions in the holiday property for its use are to be followed. The use of the pool is at your own risk. Children are only allowed in the pool area under the supervision of an adult.

2.9. Sauna: There is a sauna in the holiday property. The instructions in the holiday property for its use are to be followed. The use of the sauna is at your own risk. Children are only allowed in the sauna area under the supervision of an adult.

3. PRICES AND PAYMENTS

The prices result from the current price list set on the Homeowner's website. The booking is binding immediately, regardless of how the order is placed.

If the tenant's order is accepted by the Homeowner, the Homeowner will send a confirmation and the rent will be charged in one or two installments according to the following.

3.1 Terms of payment: When booking (conclusion of contract) more than 30 days before arrival:

1. Part (25%) payment to be received 10 days after receipt of the booking
2. Part (75%) payment to be received 30 days before the start of the rental period

For bookings less than 30 days before arrival:

Full (100%) payment to be received immediately after receipt of the booking

In this case, payment must be made directly by credit card or PAYPAL.

If the payment deadlines are not met, this will be regarded as non-performance and the Homeowner will be entitled to terminate the existing rental without notice. However, we will try as far as possible to inform the tenant of termination. A termination of the rental for this reason does not release the tenant from the obligation to pay the rent.

3.2 Type of payment: The rent is to be transferred to the following bank account of the Homeowner:

Account holder: Gerd Rossenbach

Bank: Volksbank Oberberg
IBAN: DE72384621352000855025
BIC: GENODED1WIL

Alternatively, payment via Paypal is offered.

3.3 Prices: The prices indicated in our catalogue or Internet are final prices including electricity and water costs.

4. SUBSTITUTES, CANCELLATION, RE-BOOKING, NONE COMMENCEMENT OF THE JOURNEY

4.1 A cancellation can only be made in text form and is only effective from the time of receipt by the Homeowner.

4.2 If a booking is cancelled, the following fees will be charged.

a) 20% of the total rental amount from the day of booking and up to 60 days before the start of the rental period

b) from 59 to 36 days before the start of the rental period, 50% of the total rental amount

c) from 35 days before the start of the rental period 80% of the total rental amount.

If the Homeowner receives no cancellation in writing, 100% of the total rental amount is forfeited.

4.3 If the tenant can find another tenant for the same period and for the same price on his behalf, the Homeowner will accept a change of name for a fee of EURO 75.00.

4.4 The Homeowner accepts, as far as possible, a rebooking of the original rental until the 42nd day before the beginning of the rental period for a fee of EURO 75.00.

Any rebooking of the original rental agreement from and on the 42nd day before the beginning of the rental period and less will be considered as a cancellation (in accordance with the aforementioned conditions) with a subsequent rebooking.

5. ELECTRICITY, WATER AND TELEPHONE BILLING

5.1 Electricity and water: The cost of electricity and water are included in the rental price.

5.2 Telephone: The use of the phone is included in the rental price, however, the connection for international calls is blocked.

6. FINAL CLEANING

For the final cleaning a flat rate indicated in the valid price list is charged.

Even with ordered final cleaning is incumbent on the tenant to wash dishes, clean the microwave, clean the fridge, clean the oven and the outdoor grill after each use and tidy up inside and outside the holiday property.

7. DEPOSIT

The Homeowner makes the transfer of the holiday property dependent on a deposit payment of EUR 290.00.

The deposit will be charged upon payment of the rent. The deposit serves to secure the interests of the owner of the holiday property in the event of any damage to the rental property.

Any damages plus a handling fee will be deducted from the deposit before repayment. Should the value of said deductions exceed the deposit amount, the remaining amount will be charged to the tenant.

8. DAMAGES

The tenant is responsible for treating the rental property with care and returning it in the same condition as it was taken over. Exceptions to this are ordinary reductions due to wear and tear. The tenant is responsible to the Homeowner for damage to the property and/or inventory incurred during the stay, regardless of whether caused by the tenant or others who have received access to the property through the tenant. Damage to the property and/or inventory caused during the stay must be reported to the Homeowner or his representative immediately.

9. DEFECTS, COMPLAINTS AND REMEDIES OF DEFECTS

The holiday property is handed over to the tenant without any defects. If the tenant on arrival determines a defective cleaning and damage or defects found on the property, it is the responsibility of the tenant to complain about this immediately, as the tenant otherwise loses the right to claim the defect, because it is assumed that the holiday property was handed over to him in perfect condition. Complaints about cleaning must be made immediately. Complaints regarding damage or defects must be made as soon as possible and no later than 24 hours after the start of the rental period or the discovery of the defect or damage.

Complaints must be addressed to the Homeowner or his representative.

The tenant is obligated not to contribute to an increase in the damage, a defect or an error, but he is encouraged to keep the loss for the Homeowner as low as possible. The Homeowner is granted the right to remedy any errors and deficiencies.

In the event of a claim, the tenant is obliged to give the Homeowner a reasonable period of time to rectify or remedy a defect or damage. Should the tenant leave before the end of the rental period, without prior agreement with the Homeowner, this will be at his own expense and risk. The tenant thus loses the right to terminate the rental due to material defects or risks losing the right to a refund or reasonable discount on the rental price if an existing defect reduces the value of the rented property to the tenant.

Because in this case, the tenant has made the removal of a defect or a possible move to a replacement holiday object impossible.

If a claim is not satisfactorily resolved during the rental period from the tenant's point of view, it must be sent in writing to the Homeowner for further processing no later than 14 days after the end of the rental period.

The Homeowner is liable only for intent and gross negligence, except in the case of injury to life, body, health or essential contractual obligations. The above limitation of liability applies to legal representatives of the Homeowner as well as their representatives.

10. EXCEPTIONAL EVENTS

10.1 Insofar as the execution of the lease contract is not possible due to force majeure such as war, natural and environmental catastrophes, drought, other unusual weather conditions, epidemics, border closures, traffic conditions, cessation of foreign exchange trading, strike, lockout or similar force majeure, which was not foreseeable when booking, or is considerably more difficult, the Homeowner is entitled to cancel the booking, as the Homeowner cannot be held responsible.

10.2 The Homeowner is not responsible for circumstances beyond the holiday property, as in the case of impairment of holiday pleasure through, for example, road works, construction work etc., not even for weather conditions – including floods, forest fires, water scarcity and the like.

10.3 The Homeowner cannot be held responsible for insect attacks on the holiday property or its land, nor in the case of theft, damage, etc. which affect the property of the tenant.

11. JURISDICTION

Exclusively German law is applicable concerning the tenancy. The place of jurisdiction is Gummersbach.

12. SEVERABILITY CLAUSE

Should one or more provisions of this contract be wholly or partially invalid and / or unenforceable, the validity of the remaining parts of the contract remains unaffected. In case of ineffectiveness and / or impracticability of a provision of this contract, the ineffective and / or unenforceable provision is replaced by the corresponding provision of the Civil Code.