

# General Terms and Conditions with Customer Information

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## 1) Scope of Application

**1.1** These General Terms and Conditions (hereinafter "GTC") of Hildegard Frank, operating under "Ferienhaus Panorama Reil" (hereinafter "Landlord"), apply to all rental contracts concluded by a consumer or entrepreneur (hereinafter "Tenant") with the Landlord regarding the rental objects presented on the Landlord's website. The inclusion of the Tenant's own conditions is hereby objected to, unless otherwise agreed.

**1.2** For the purposes of these GTC, a consumer is any natural person who enters into a legal transaction for purposes which predominantly are outside his trade, business or profession. An entrepreneur is a natural or legal person or a partnership with legal capacity who acts in the exercise of his or its trade, business or profession when entering into a legal transaction.

## 2) Conclusion of Contract

**2.1** The rental objects described on the Landlord's website do not constitute binding offers by the Landlord, but serve for the making of a binding offer by the Tenant to conclude a rental contract.

**2.2** The Tenant can submit the offer via the online booking form integrated into the Landlord's website. In doing so, by clicking the button to complete the booking process, the Tenant makes a legally binding contract offer regarding the selected rental object. Furthermore, the Tenant can also submit the offer to the Landlord by email, fax, post, or telephone.

**2.3** The Landlord can accept the offer made by the Tenant within five days by,

- sending the Tenant a written booking confirmation or a booking confirmation in text form (fax or email), whereby the receipt of the booking confirmation by the Tenant is decisive, or
- requesting payment from the Tenant after their booking.

If several of the aforementioned alternatives are present, the contract is concluded at the moment when one of the aforementioned alternatives occurs first. The period for acceptance of the offer begins on the day following the dispatch of the offer by the Tenant and ends at the expiration of the fifth day following the dispatch of the offer. If the Landlord does not accept the Tenant's offer within the aforementioned period, this shall be deemed a rejection of the offer with the result that the Tenant is no longer bound by his statement of intent.

**2.4** Before making a binding booking via the Landlord's online booking form, the Tenant can continuously correct his entries using the usual keyboard and mouse functions. In addition, all entries are displayed once again in a confirmation window before the binding booking and can be corrected there as well using the usual keyboard and mouse functions.

**2.5** The German language is available for the conclusion of the contract.

**2.6** Booking processing and contact usually take place via email and automated booking processing. The Tenant must ensure that the email address provided for booking processing is accurate so that emails sent by the Landlord can be received at this address. In particular, the Tenant must ensure that all emails sent by the Landlord or third parties commissioned by the

Landlord with the booking processing can be delivered, especially when using SPAM filters.

### **3) Right of Withdrawal for Consumers**

A right of withdrawal does not exist for contracts for the provision of services in the field of accommodation for purposes other than residential purposes, when the contract provides for a specific date or period of performance.

### **4) Rental Object**

The rental object is the holiday apartment or holiday house as described in the respective object description on the Landlord's website, with the specified premises and furnishings in the described location.

### **5) Check-In and Check-Out Times, Handover of Keys**

**5.1** Check-in and check-out times are as indicated in the respective object description on the Landlord's website. Deviating check-in and check-out times can be individually agreed with the Landlord, possibly against extra payment, in case of early arrival or late departure.

**5.2** The keys to the rental object will be handed over to the Tenant upon arrival by the Landlord or a third party authorized by the Landlord at a location previously agreed with the Landlord.

### **6) Rent and Payment Conditions**

**6.1** The rent covers the compensation for the provision of the rental object as well as for its maintenance and repair.

**6.2** Utility costs for water, electricity, parking space, and waste disposal are not calculated separately.

**6.3** Adjustments and/or changes to the rental object made at the tenant's request are to be compensated separately, insofar as they are not necessary for the maintenance or repair of the rental object, or to ensure its use in accordance with the contract.

**6.4** The rent is to be paid in advance for the entire period of the contract, unless otherwise agreed.

**6.5** The tenant can choose between different payment methods, which are specified on the landlord's website.

### **7) Use of the Rental Object, Subletting to Third Parties**

**7.1** The provision of the rental object is for the exclusive use by the tenant and the co-occupants named at the conclusion of the rental agreement. The rental object may only be used for the purposes agreed in the contract.

**7.2** Without the landlord's permission, the tenant is not authorized to allow a third party to use the rental object, especially to sublet it to a third party.

### **8) Obligations of the Tenant**

**8.1** The tenant must treat the rental object with care and protect it from damage. They are to follow the landlord's maintenance, care, and usage instructions as far as is reasonable. Furnishings must not be removed, altered, or rendered unusable.

**8.2** The tenant must safely keep the key to the rental object and return it to the landlord or a third party authorized by the landlord at the end of the rental agreement. In the event of loss of the key, the tenant must immediately inform the landlord and contribute to the clarification of the facts to the best of their knowledge.

### **9) Modifications to the Rental Object**

**9.1** The Landlord is entitled to make changes to the rental object insofar as these serve its preservation. Improvement measures may only be carried out if they are reasonable for the Tenant and do not impair the contractual use of the rental object. The Landlord must inform the Tenant in advance about the respective measures. If the Tenant incurs expenses due to these measures, these are to be reimbursed by the Landlord.

**9.2** Changes and additions to the rental object by the Tenant require the prior approval of the Landlord. Upon return of the rental object, the Tenant shall restore the original condition if requested by the Landlord.

## **10) Maintenance Obligation of the Landlord, Tenant's Rights in Case of Defects**

**10.1** The Landlord is obliged to maintain the rental object in a condition suitable for the contractual use for the duration of the rental period and to carry out the necessary maintenance and repair works. The corresponding measures are carried out during regular maintenance intervals as well as in the event of defects, disturbances, or damages. The Landlord must be granted the necessary access to the rental object for this purpose.

**10.2** The Tenant must immediately report any defects, disturbances, or damage to the Landlord.

**10.3** The remedy of defects shall be carried out by free repair or repair of the rental object. For this, a reasonable period must be allowed to the Landlord. With the Tenant's consent, the Landlord may replace individual components of the rental object for the purpose of remedy of defects. The Tenant shall not unreasonably withhold their consent.

**10.4** A termination of the rental agreement by the Tenant according to § 543 paragraph 2 sentence 1 no. 1 BGB due to the failure to provide use in accordance with the contract is only permissible if the Landlord was given sufficient opportunity to remedy the defect and this has failed. The remedy of the defect is considered to have failed only if it is impossible, if it is refused by the Landlord or unreasonably delayed, if there are justified doubts regarding the prospects of success, or if for other reasons it is unreasonable for the Tenant.

**10.5** The Tenant's rights due to defects are excluded if the Tenant makes or causes changes to the rental object without the Landlord's consent, unless the Tenant proves that the changes have no unreasonable effects on the analysis and elimination of the defect for the Landlord. The rights of the Tenant due to defects remain unaffected, provided the Tenant is entitled to make changes, particularly in the exercise of the right to self-remedy according to § 536a paragraph 2 BGB, and these were carried out professionally and documented in a comprehensible manner.

## **11) Contractual Right of Withdrawal**

**11.1** Before the start of the rental period, the tenant may withdraw from the contract at any time by making a statement in text form to the landlord. If the tenant exercises their right of withdrawal, they are obliged to pay the landlord the following flat-rate compensations:

- Withdrawal up to the 30th day before the start of the rental period 20% of the total rent,
- 29th to 22nd day before the start of the rental period 25% of the total rent,
- 21st to 15th day before the start of the rental period 40% of the total rent,
- 14th to 7th day before the start of the rental period 50% of the total rent,
- from the 6th day before the start of the rental period 65% of the total rent,
- on the day before the start of the rental period 80% of the total rent.

**11.2** The date of receipt of the withdrawal notice by the landlord is decisive for the start of the period.

**11.3** However, the tenant is allowed to prove that no claim for compensation has arisen at all or that the compensation is substantially lower than the flat rate.

## **12) Liability**

**12.1** The landlord's liability without fault according to § 536a Abs. 1 BGB for defects that were present at the time of the conclusion of the contract is excluded.

**12.2** Otherwise, the landlord is liable to the tenant for all contractual, quasi-contractual, statutory, and tortious claims for damages and reimbursement of expenses as follows:

**12.2.1** The landlord is liable without limitation for any legal reason

- in case of intent or gross negligence,
- for intentional or negligent injury to life, body, or health,
- due to a guarantee promise, unless otherwise regulated,
- due to mandatory liability such as under the Product Liability Act.

**12.2.2** If the landlord negligently breaches an essential contractual obligation, the liability is limited to the contract-typical, foreseeable damage, unless there is unlimited liability according to the above item. Essential contractual obligations are obligations that the contract imposes on the seller according to its content for the achievement of the contract purpose, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer can regularly rely.

**12.2.3** Otherwise, the landlord's liability is excluded.

**12.2.4** The foregoing provisions on liability also apply in respect to the landlord's liability for its vicarious agents and legal representatives.

### **13) Contract Duration, Termination of the Rental Agreement**

**13.1** The rental agreement is concluded for a fixed term and automatically ends upon the expiry of the agreed rental period. The rental period is communicated to the tenant on the landlord's website.

**13.2** The rent commences upon the handover of the rental object to the tenant.

**13.3** The tenant's right to extraordinary termination according to § 543 paragraph 2 sentence 1 no. 1 BGB due to the failure to grant use in accordance with the contract, as well as the right of each party to extraordinary termination for an important reason, remain unaffected.

**13.4** Termination must be in text form (e.g., email) to be effective.

### **14) Clearance of the Rental Object**

**14.1** Upon termination of the contract, the tenant must leave the rental object in proper condition. Personal items of the tenant must be removed, household waste must be disposed of in the designated containers, dishes must be stored clean and washed in the kitchen cabinets.

**14.2** The tenant is obliged to reimburse the costs for the restoration of damages or deficiencies to the rental object and/or its inventory that are attributable to him/her.

**14.3** If the agreed rental period is exceeded, the tenant is obliged to pay the landlord an amount corresponding to the agreed rent for each day of the exceedance. The landlord expressly reserves the right to claim further damages.

### **15) Applicable law**

All legal relations between the parties are governed by the laws of the Federal Republic of Germany. For consumers, this choice of law applies only to the extent that the protection provided by mandatory provisions of the law of the state in which the consumer has his/her habitual residence is not withdrawn.

### **16) Alternative Dispute Resolution**

**16.1** The European Commission provides a platform for online dispute resolution on the internet at the following link: <https://ec.europa.eu/consumers/odr>

This platform serves as a point of call for the out-of-court resolution of disputes arising from online purchase or service contracts involving a consumer.

**16.2** The landlord is neither obligated nor willing to participate in a dispute resolution procedure before a consumer arbitration board.