

## **Ferienwohnungen Steinweg 61** **Holiday apartments Steinweg 61, Quedlinburg**

### **General Terms and Conditions**

All services and agreements offered by us are based on the following terms and conditions. Any deviating requirements and requests that we have not expressly confirmed to the customer in writing are non-binding.

#### **1. Conclusion of Contract**

The rental property is rented to the customer for the specified contract period exclusively for use for travelling purposes and in the agreed occupancy. The rental agreement for the rental property is concluded as soon as the customer has confirmed the landlord's offer by e-mail, letter or via the booking interface at [www.steinweg61.de](http://www.steinweg61.de).

Alternatively:

With the booking, which can be made verbally, in writing, by telephone, by fax, via the Internet or by e-mail, the customer makes a binding offer to the holiday flats Steinweg 61 to conclude a contract. The contract is concluded when the customer's offer is accepted by Ferienwohnungen Steinweg 61. The Steinweg 61 holiday flats are free to confirm the booking in writing.

The contractual partners are the customer and the Steinweg 61 holiday flats. If a third party has booked on behalf of the customer, he is liable to the Steinweg 61 holiday flats together with the customer as joint debtor for all obligations arising from the accommodation contract, provided that the Steinweg 61 holiday flats have a corresponding declaration from the third party.

#### **2. Rental Price and Terms of Payment**

The agreed rental price is a final price, including all ancillary costs calculated as a lump sum, consisting of electricity, heating, water, end-of-stay cleaning, internet use via W-LAN and a laundry set per person for the duration of the stay (consisting of bed linen, bath and hand towels, bathrobe) and including the currently applicable statutory VAT. In the event of a change in the statutory value added tax or the introduction, change or abolition of local taxes on the object of performance after conclusion of the contract, the prices will be adjusted accordingly.

The local tourist tax is not included in the rental price. This is shown separately on the invoice. If this is not the case, the tourist tax is due on arrival. In the case of bookings at short notice, payment is made by arrangement on the day of arrival at the check-in terminal. The customer agrees that the invoice can be sent to them electronically. The customer is obliged to pay the agreed or applicable prices of the property operated by Ferienwohnungen Steinweg 61 for the holiday apartment rental and the other services used by him. This also applies to services and expenses incurred by the customer directly or via the Ferienwohnungen Steinweg 61 towards third parties.

A deposit of 20% of the total rental price is due upon conclusion of the contract. The balance is to be paid on arrival and at the start of the rental period. It can be made by credit or debit card at the check-in terminal.

### **3. Withdrawal from the Contract by the Customer (Cancellation)**

If the customer wishes to withdraw from the rental agreement, the following cancellation fees apply:

- more than 7 days before arrival: free of charge
- 7 or fewer days before arrival: 100 % of the agreed total price,
- no-show without cancellation: 100 % of the agreed total price.

In all the aforementioned cases, the customer has the right to prove that the landlord has suffered no or only minor damage as a result of the customer's cancellation.

If the customer does not utilise the contractually agreed services, in particular as a result of late arrival and/or early departure due to illness or for other reasons for which we are not responsible, the customer shall not be entitled to a partial refund of the accommodation price.

We recommend taking out travel cancellation insurance to cover the risk of cancellation.

We would like to point out that, in addition to the aforementioned cancellation options for rental contracts for our holiday flats, the customer has no right of cancellation, as this is excluded in accordance with Section 312g (2) No. 9 BGB for contracts for the provision of accommodation services for purposes other than residential purposes if the contract provides for a specific date or period for the provision of services.

### **4. Cancellation by the Landlord**

The Owner may terminate the contractual relationship before the start of the rental period without notice if the customer fails to make the agreed payments on time and a reminder has not remedied the situation. Furthermore, the owner may terminate the tenancy before or after the start of the rental period without notice if the customer is in breach of contract to such an extent that the owner cannot reasonably be expected to continue the contractual relationship. In such cases, the owner may also charge the customer the cancellation costs described in section 3.

Furthermore, Ferienwohnungen Steinweg 61 is entitled to withdraw from the contract extraordinarily for objectively justified reasons. This is the case, for example, if

- force majeure or other circumstances for which the Steinweg 61 holiday flats are not responsible
- make the fulfilment of the contract impossible.
- an unauthorised subletting or re-letting takes place
- the booking of the holiday flat is made under misleading or false statements of essential facts (e.g. identity of the guest, solvency, purpose of stay).
- if Ferienwohnungen Steinweg 61 has reasonable reason to believe that the
  - o use of the accommodation service may endanger the smooth running of the business, the security or the public reputation of the property operated by them, without this being attributable to the sphere of control or organisation of Ferienwohnungen Steinweg 61.
  - o the purpose or reason for the stay is illegal.
  - o

In the event of legitimate cancellation by Ferienwohnungen Steinweg 61, the customer shall not be entitled to compensation.

## **5. Contract Cancellation due to extraordinary Circumstances**

The rental agreement may be terminated by either party if the fulfilment of the contract as a result of force majeure unforeseeable at the time of conclusion of the contract endangered or affected. Both contracting parties shall be released from their contractual obligations. However, they must reimburse the other party for services already rendered.

## **6. Provision of the Rental Property**

Booked rental properties are available to the customer from 3 pm on the day of arrival and until 10 am on the day of departure. By prior arrangement, an earlier arrival and/or later departure is possible for an additional charge. In the event of late departure without prior arrangement, the owner is entitled to charge additional costs equivalent to one night's accommodation.

## **7. Obligations and Liability of the Customer**

The rental property may only be occupied by the agreed number of persons. The agreed number of persons also includes children. Deviations from this require the prior consent of the owner. In the event of over-occupancy, the owner is entitled to charge an additional reasonable fee for the period of over-occupancy.

It is prohibited to pitch tents, caravans, camper vans or similar on the property. Pets are permitted in the holiday flats on the ground floor and top floor as well as in the communal areas (with the exception of the wellness and fitness area) of the property.

The customer is obliged to report any defects that occur and that he recognises without delay. If the customer fails to do so, he shall not be entitled to any claims for non-fulfilment of the contractual services (in particular no claims for a reduction in rent). Furthermore, the customer shall be liable to us for compensation if consequential damage to the rented property or its accessories is caused by a defect that was not reported in sufficient time. In the event of any faults occurring in the systems and equipment of the rented property, the customer is obliged to do everything reasonable to help remedy the fault or minimise any damage that may arise.

The customer is liable for any damage to or soiling of the rented property (holiday flat) and all facilities and/or equipment belonging to the rented property culpably caused by him or his fellow travellers, relatives and/or visitors.

The entry of guests' property into the rental property, including the parking of the car in the car park (Augustinern 87A), is at the customer's own risk. If the customer is provided with a parking space in the car park of the holiday flats Steinweg 61 for a fee or free of charge, this does not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles parked or moved on the premises and their contents, Ferienwohnungen Steinweg 61 shall not be liable, except in cases of intent or gross negligence.

On departure, the rented property must be left completely empty and swept clean. This includes cleaning the dishes used, emptying the dishwasher and disposing of the rubbish in the rubbish bins located on the property.

All keys provided to the customer for the rental property must be left on the table in the flat at the end of the rental period or placed in the letterbox provided for this purpose. If keys to the rented property are lost, the customer shall bear the costs incurred for replacing the locking cylinder, including a set of new keys.

If the customer returns the rented premises late or only partially or without keys, the customer shall pay either the agreed rent or the customary local rent for comparable rental properties as compensation for the withholding of the rented property, at the owner's discretion.

If several persons are customers of the holiday flat, they are jointly and severally liable for all obligations arising from the tenancy.

### **8. Liability of the Owner**

The owner is liable for the accuracy of the description of the rental property and is obliged to provide the contractually agreed services properly and to maintain them during the entire rental period. Should disruptions or defects in the services of the Ferienwohnungen Steinweg 61 occur, the Ferienwohnungen Steinweg 61 will endeavour to remedy them as soon as they become aware of them or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and to minimise any possible damage. The owner is not liable in accordance with § 536a BGB. The liability of the owner for property damage resulting from unauthorised action is excluded, unless it is based on an intentional or grossly negligent breach of duty by the owner or his vicarious agent. The owner is not liable in cases of force majeure (e.g. fire, storm, flood, pandemic, war, etc.).

### **9. Specific Regulations**

All our rental properties are non-smoking holiday flats. Smokers are requested to smoke only outside the building.

As a rule, uninterrupted Internet access is possible for all guests via our W-LAN network. However, we do not assume any contractual guarantee for this. In particular, we are not liable for technical failures of the internet connection. Furthermore, we would like to point out that the use of internet streaming services such as Netflix, Amazon Prime etc. is only possible with any existing access data of the customer.

### **10. Agreement to Data Collection and Utilisation**

The Steinweg 61 holiday flats collect, process and use personal data exclusively for the processing of the customer's bookings and for customer service. This is the data provided by the customer as part of the booking, such as name, address, telephone number (mobile and landline), e-mail address and bank details.

The customer data collected is processed in accordance with the GDPR and other relevant data protection laws. Data processing is carried out on the basis of Art. 6 para. 1 lit. a) and Art. 6 para. b) GDPR and only for the aforementioned purposes of contract processing and customer service. Data processing beyond the purpose of the contract does not take place. Should the collection of further data beyond the purpose of the contract be necessary, Ferienwohnungen Steinweg 61 will obtain separate consent from the customer. With regard to the scope and purpose of the data collection as well as the information on the rights of the data subjects, reference is also made to the data protection information of Ferienwohnungen Steinweg 61.



## **11. Final Regulations**

The law of the Federal Republic of Germany applies to the terms and conditions and to all legal relationships between the owner and the customer.

Amendments or additions to the contract, the acceptance of the application or these terms and conditions must be made in writing to be effective. Unilateral amendments or additions by the customer are invalid.

The place of fulfilment and payment is 06484 Quedlinburg.

If the customer is a merchant, a legal entity under public or private law or a person who does not have a general place of jurisdiction in Germany or who has moved their place of residence or habitual abode abroad after conclusion of the contract or whose place of residence or habitual abode is unknown at the time a legal action is brought, the place of residence of the owner is agreed as the exclusive place of jurisdiction.

Should one or more clauses of these GTC be wholly or partially invalid, this shall not affect the validity of the remaining clauses or a concluded rental agreement.

Quedlinburg, 5th September 2024