



Terms and Conditions of Accommodation for Accommodation Services presented by holiday apartment Inselnest Lindau

§ 1 Conclusion of the Accommodation Agreement

1. The Accommodation Agreement is deemed to have been concluded with binding effect if the accommodation has been reserved and has been confirmed by the landlord or a commissioned tourism agency or it is made available at short notice.
2. The booking can be made orally, in writing, by telephone, by fax or by email. The written form should be selected in the interest of the contractual parties.
3. The booking is expressly made by the guest making the booking also on behalf of the other persons stated therein. The guest making the booking is not only subject to his/her own contractual regulations, but also to those of the other guest.

§ 2 Services, Prices and Payment

1. The services to be provided by the accommodation establishment are exclusively those stipulated in the booking offer together with the information on the homepage.
2. The prices stated in the booking offer and on the homepage are end prices and include all lump-sum invoiced utilities (e.g. electricity, heating, water, bed linen) should nothing to the contrary be agreed to. Should the contractual parties have agreed to a consumption-related settlement or additional services (e.g. final cleaning, firewood, telephone), which the guest can choose whether to avail himself thereof or not, these utilities shall be invoiced separately.
3. After the binding booking has been made, a deposit of 30% of the total price for the total period of accommodation is due within 10 days. The agreed balance including all utilities, is due on the day of departure at the latest, should nothing to the contrary be contractually agreed to.
4. If the deposit (and the balance) should not be paid by the due date, the accommodation establishment is entitled to repudiate the contract after a reminder has been unsuccessful, and compensation for damages.

§ 3 Cancellation

1. The conclusion of the Accommodation Agreement obligates both of the Contractual Parties to fulfilment of the Contract, irrespective of the term for which the contract had been concluded. A unilateral cancellation of a binding booking by the guest free of charge is generally excluded.
2. Should the guest nevertheless cancel the contract in part or in its entirety, he is obliged to pay the agreed or customary price, irrespective of when and why the cancellation is made. The owner of the accommodation establishment is to accept that saved expenditure is set off against the claim for performance however. It is legal precedence that the recognised reasonable value of the saved expenditure when letting a holiday apartment or holiday cottage is 15% of the price of the accommodation.
3. The owner of the accommodation establishment can demand payment of lump-sum cancellation fees in the following amounts instead of performance (as a % of the agreed price for the accommodation):
 - cancellation before the 45th day before commencement of the rental period: 30%
 - cancellation before the 35th day before commencement of the rental period: 50%
 - shorter than this and when not appearing: 85%.
4. The owner of an accommodation establishment is to let out accommodation that is not taken avail of in good faith. The expenditure that is saved as a result is set off against the charged cancellation fee.

An administration charge of 15% of the original booking value is also to be added. If the tenant should name a replacement tenant who would be prepared to accede to the contract, the owner can object to the accession of the third party, should this person appear to be unreliable on financial or personal grounds.

5. The guest is entitled to furnish proof that the accommodation establishment has not suffered a loss or that the loss that it has suffered is fundamentally lower.
6. A notice of cancellation is to be addressed to the accommodation establishment and should be in writing in the interest of the guest.
7. The taking out of travel cancellation insurance cover is urgently recommended.

§ 4 Rental Duration

1. The landlord makes the rented property available as from 4.00 p.m. or from 2.00 p.m. respectively by prior written agreement, on the day of arrival. The landlord is to be informed if the guest is to arrive after 6.00 p.m.
2. On the day of departure, the rented property is to be vacated by 10.00 a.m. in a clean-swept condition. The guest is to complete the following tasks himself: the washing up of the crockery and the emptying of the waste bins.

§ 5 Liability

1. The contractual liability of the accommodation establishment for damage excluding personal injury, is restricted to triple the price for the agreed service unless the damage is the result of gross negligence or an intentional breach of duty or an intentional or gross negligent breach of contractually typical duties on the part of the accommodation establishment. This also has validity if the damage caused to the guest is the result of culpable actions taken by a legal representative or vicarious agent acting on behalf of the accommodation establishment.
2. The accommodation establishment assumes liability for items brought onto the property by the guest in accordance with the legal provisions (Section 701 et seq. of the German civil cod, *BGB*).
3. The landlord does not assume liability for cases of force majeure (e.g. fire, hail, etc.)
4. The accommodation establishment does not assume liability for defaults in performance in connection with services that are merely arranged as third-party performances (e.g. sport events, theatre and concert visits, exhibitions, etc.) when such are expressly described as being third-party services.

§ 6 Defects in the Accommodation Performance

1. The accommodation establishment assumes liability for the proper provision of the contractually agreed service. Should the rented accommodation have a defect that exceeds a mere inconvenience, the guest is to report the defect to the owner of the accommodation establishment or his representative without delay, and he is to enable the accommodation establishment to remedy the defect. Should the guest fail to provide such notification, he has no entitlement to assert any claims on the grounds of a non-performance of the contractual service.

§ 7 Duties of the Tenant

1. The tenant obligates himself to treating the rented property and its fixtures and fittings with all due care. The tenant is liable to pay compensation for any losses or culpable damage caused to items of furniture and fixtures, the rented premises or the building including the associated grounds, if and in as far as such is culpably caused by him or his accompanying persons or visitors.

2. Damage that occurs in the rented premises, for which there is no obligation on the part of the tenant to remedy the same, is to be reported to the landlord or his representative without delay. The tenant is to provide compensation for any consequential damages resulting from the fact that report was not made in good time.
3. Waste, ash, harmful liquids and similar are not to be disposed of in sinks and/or lavatories. Any costs incurred for the repairing of blockages in wastewater pipes resulting from non-compliance with this provision are to be borne by the responsible person.
4. In the case of malfunctions occurring on the equipment and fixtures in the rented property, the tenant has a duty to taking all reasonable action in order to contribute to a remedying of the malfunction or to keeping any resulting damage as slight as possible.

§ 8 Keeping of Animals

1. Animals, especially dogs, cats, etc. are only to be kept or temporarily held for safe-keeping with the express written permission of the landlord. The permission is only valid for the individual case and can be revoked should there be detrimental effects. The tenant is liable for all damages resulting from the keeping of animals.

§ 9 Internet Use

1. The WLAN (if available) including the user access and the password are only available for the duration of the booking and can be revoked as a (free) service at any time whatsoever. The guest is not permitted to grant third parties access to the WLAN or to pass the user data on.
2. The landlord reserves the right to block the access to certain sites or services via the WLAN such as sites that glorify violence, pornographic sites or sites that incur a fee.
3. It is pointed out that the use of the WLAN can result in malware such as viruses, trojans or worms being able to access the terminal. It is therefore urgently recommended to the guest that he protect his laptop or tablet with the latest antivirus software. No liability shall be assumed for a resulting loss of data or other damage.
4. The guest is responsible for the data that is transmitted via the WLAN and the services or legal transactions that are taken avail of and which incur a fee and he is to bear the costs for this.
5. The guest is to adhere to applicable law when using the WLAN. No immoral or illegal contents are to be used or distributed, no intellectual property that is protected by copyright is to be illegally copied, distributed or made available to third parties. The currently valid protection of children and young persons regulations are to be observed. No offensive, defamatory or threatening contents may be sent or distributed, and the WLAN may not be used for the sending of mass messages (Spam) or any other form of prohibited advertising.
6. The guest holds the landlord harmless from all damages and third-party claims that are based on an illegal use of the WLAN or an infringement of this Agreement by the guest. The guest expressly agrees to his address data being passed on in order to investigate any misuse.
7. The guest is responsible for all costs and expenditure incurred in connection with an illegal use of the WLAN or a use in breach of the Agreement.
8. By using the WLAN by entering the password, the guest expressly accepts the terms and conditions of uses stated herein.

§ 10 Limitation of Actions

1. Claims on the part of the guest against the accommodation establishment are basically statute-barred one year as from the commencement of the statutory period of the limitation of actions (paragraph 199 section 1 *BGB*).
2. Claims on the part of the guest arising from an injury of life, limb of health and other claims arising from an intentional or gross negligent breach of duty on the part of the accommodation establishment or its legal representative or vicarious agent are unaffected by this provision.

§ 11 Applicable Law and Legal Venue

1. This Agreement is governed by German law.
2. The legal venue for the filing of legal action against the accommodation establishment by the guest is exclusively the legal domicile of the accommodation establishment.
3. It is agreed that the legal venue for the filing of legal action against merchants, legal entities of public or private law or persons that do not have a general legal venue in the Federal Republic of Germany or that have transferred their residence or habitual place of residence abroad after signing the Agreement or whose residence or habitual place of residence was not known at the time the legal action was filed by the accommodation establishment, is exclusively the legal domicile of the accommodation establishment.

Laupheim, dated 8 May 2013