

GENERAL TERMS AND CONDITIONS (GTC)

HAUS LINDENGARTEN

THE HOLIDAY APARTMENT AT THE BASE OF THE SWABIAN ALB

ALL BOOKINGS WILL ONLY BE ACCEPTED ON THE BASIS OF THE FOLLOWING GENERAL TERMS AND CONDITIONS. IF BOOKINGS ARE MADE IN WRITING, BY TELEPHONE OR E-MAIL, THE CUSTOMER EXPRESSLY AGREES TO THESE GENERAL TERMS AND CONDITIONS.

1. CONCLUSION OF CONTRACT

THE GUEST ACCOMMODATION CONTRACT IS CONCLUDED AS SOON AS THE ROOM HAS BEEN BOOKED AND CONFIRMED OR, IF A CONFIRMATION WAS NO LONGER POSSIBLE DUE TO TIME CONSTRAINTS, MADE AVAILABLE. THE CONCLUSION OF THE CONTRACT OBLIGES BOTH PARTIES TO FULFILMENT, REGARDLESS OF THE DURATION OF THE CONTRACT.

HAUS LINDENGARTEN IS OBLIGED TO KEEP THE HOLIDAY APARTMENT BOOKED BY THE GUEST AVAILABLE AND TO PROVIDE THE AGREED SERVICES. THE HOLIDAY HOME CORRESPONDS TO THE STANDARD EQUIPMENT OF AN AVERAGE RENTAL HOME. **HAUS LINDENGARTEN** ACCEPTS NO LIABILITY FOR THE SUBJECTIVE QUALITY OF THE EQUIPMENT, BUT ONLY FOR EXPRESSLY PROMISED FEATURES.

THE GUEST IS OBLIGED TO PAY THE PRICES OF **HAUS LINDENGARTEN** VALID OR AGREED FOR THE PROVISION OF THE HOLIDAY APARTMENT AND THE OTHER SERVICES USED BY HIM. THIS ALSO APPLIES TO SERVICES AND EXPENSES OF **HAUS LINDENGARTEN** TO THIRD PARTIES ARRANGED BY THE GUEST. ALL PRICES INCLUDE THE RESPECTIVE LEGAL VALUE ADDED TAX.

THE GUEST IS OBLIGED TO PROVIDE TRUTHFUL INFORMATION ABOUT THE NUMBER OF PEOPLE OCCUPYING THE HOLIDAY HOME. THE APARTMENT IS AVAILABLE FOR THE MAXIMUM NUMBER OF PERSONS SPECIFIED IN THE BOOKING CONFIRMATION. THE OCCUPANCY OF MORE THAN ONE PERSON REQUIRES THE PRIOR WRITTEN CONSENT OF **HAUS LINDENGARTEN**. OVERCROWDING ENTITLES **HAUS LINDENGARTEN** TO TERMINATE THE CONTRACT IMMEDIATELY OR TO AN APPROPRIATE ADDITIONAL PAYMENT. IN THIS CASE, THE PRICE FOR THE HOLIDAY APARTMENT WILL BE INCREASED TO THE PRICE GENERALLY CHARGED BY **HAUS LINDENGARTEN** IN CASE OF CORRESPONDING OCCUPANCY.

IF THE PERIOD BETWEEN CONCLUSION OF THE CONTRACT AND FULFILMENT OF THE CONTRACT EXCEEDS FOUR MONTHS AND IF THE PRICE GENERALLY CHARGED BY **HAUS LINDENGARTEN** FOR SUCH SERVICES INCREASES, **HAUS LINDENGARTEN** MAY RAISE THE CONTRACTUALLY AGREED PRICE APPROPRIATELY, BUT BY NO MORE THAN 10%.

2. PAYMENT

THE PAYMENT OF THE AGREED PRICE FOR THE PROVISION OF THE HOLIDAY FLAT AS WELL AS FOR FURTHER SERVICES AGREED WITH THE GUEST IS DUE AT THE LATEST ON THE DAY OF ARRIVAL WHEN THE KEYS ARE HANDED OVER. IT MUST BE MADE IN CASH AT THIS TIME, UNLESS **HAUS LINDENGARTEN** HAS EXPRESSLY AGREED TO A DIFFERENT METHOD OF PAYMENT FOR THE GUEST. EC AND CREDIT CARDS CANNOT BE ACCEPTED AS LOCAL MEANS OF PAYMENT.

FOR BOOKINGS MADE AT LEAST 14 DAYS BEFORE THE START OF THE STAY, THE GUEST MUST MAKE A DOWN PAYMENT OF 25% OF THE TOTAL PRICE TO **HAUS LINDENGARTEN** WITHIN 7 DAYS OF CONCLUSION OF THE CONTRACT (RECEIPT OF THE BOOKING CONFIRMATION BY THE GUEST IN ORAL, WRITTEN OR ELECTRONIC FORM). THE BALANCE MUST BE PAID TO THE ACCOMMODATION COMPANY BY THE DAY OF ARRIVAL AT THE LATEST.

IN THE CASE OF BOOKINGS MADE LESS THAN 14 DAYS BEFORE THE START OF THE STAY, THE TOTAL PRICE MUST BE PAID IMMEDIATELY AFTER CONCLUSION OF THE CONTRACT.

3. WITHDRAWAL BY THE GUEST

YOU CAN WITHDRAW FROM THE CONTRACT AT ANY TIME BEFORE THE START OF THE JOURNEY. THE DECISIVE FACTOR IS THE RECEIPT OF YOUR NOTICE OF WITHDRAWAL BY **HAUS LINDENGARTEN**. IN THESE CASES, THE FOLLOWING COSTS ARISE:

- UP TO 30 DAYS BEFORE DEPARTURE 25 % OF THE BOOKED ACCOMMODATION PRICE
- UP TO 22 DAYS BEFORE DEPARTURE 50 % OF THE BOOKED OVERNIGHT STAY PRICE
- FROM THE 21ST DAY BEFORE DEPARTURE 80 % OF THE BOOKED ACCOMMODATION PRICE
- 90 % OF THE BOOKED ACCOMMODATION PRICE IN CASE OF NON-ARRIVAL

HAUS LINDENGARTEN IS OBLIGED TO ASSIGN THE UNOCCUPIED HOLIDAY HOME ELSEWHERE IF POSSIBLE, IN ORDER TO AVOID CANCELLATIONS. THE GUEST HAS TO PAY THE AMOUNT CALCULATED ACCORDING TO THE ABOVE-MENTIONED REGULATION FOR THE DURATION OF THE CONTRACT UNTIL THE HOLIDAY FLAT HAS BEEN OTHERWISE OCCUPIED. IF **HAUS LINDENGARTEN** IS ABLE TO ASSIGN THE UNUSED ACCOMMODATION ELSEWHERE, THE GUEST SHALL NOT BE OBLIGED TO PAY THE AMOUNT OF THE INCOME EARNED ELSEWHERE FOR THIS PERIOD. IN CASE OF AN EARLY DEPARTURE NO REFUND OF THE REMAINING AMOUNT CAN BE MADE. WE STRONGLY RECOMMEND THAT YOU TAKE OUT TRAVEL CANCELLATION INSURANCE.

4. WITHDRAWAL BY THE LESSOR

A WITHDRAWAL BY THE LANDLORD CAN TAKE PLACE AFTER THE BEGINNING OF THE RENTAL PERIOD WITHOUT NOTICE IF THE GUEST DISTURBS OTHER TENANTS OR SURROUNDING RESIDENTS DESPITE WARNING OR BEHAVES CONTRARY TO CONTRACT TO SUCH AN EXTENT THAT THE IMMEDIATE CANCELLATION OF THE RENTAL CONTRACT IS JUSTIFIED.

5. GENERAL RIGHTS AND DUTIES; HOUSE RULES

THE GUEST IS OBLIGED TO COMPLY WITH THE HOUSE RULES. FROM 22.00 O'CLOCK TO 7.00 O'CLOCK THE NIGHT REST IS VALID. IN THIS TIME SPECIAL CONSIDERATION IS NECESSARY FOR THE FLATMATES AND NEIGHBOURS. TV AND AUDIO EQUIPMENT MUST BE SET TO ROOM VOLUME.

FOR THE DURATION OF THE HOLIDAY APARTMENT, THE GUEST IS OBLIGED TO KEEP WINDOWS AND DOORS CLOSED WHEN LEAVING THE HOLIDAY APARTMENT, TO REGULATE ALL RADIATORS AT A LOW LEVEL AND TO SWITCH OFF LIGHT AND TECHNICAL EQUIPMENT.

THERE IS A GENERAL SMOKING BAN IN THE APARTMENT. **HAUS LINDENGARTEN** CAN CHARGE A CLEANING FLAT RATE OF UP TO 250.00 € IN THE EVENT OF NON-COMPLIANCE. SMOKING IS ONLY ALLOWED ON BALCONIES AND TERRACES.

INTERNET USE IS PERMITTED AFTER THE TERMS OF USE HAVE BEEN AGREED. ALL PUNISHABLE ACTIONS (IN PARTICULAR ILLEGAL DOWNLOADS, PAGE VIEWS) WILL BE REPORTED AND PROSECUTED. THE GUEST ALONE IS LIABLE FOR ANY ILLEGAL USE OF THE INTERNET ACCESS. FOR THIS PURPOSE, **HAUS LINDENGARTEN** CAN STORE THE UNIQUE USER ID (MAC ADDRESS) OF THE DEVICE AND TRANSMIT ALL RELEVANT DATA TO THE LAW ENFORCEMENT AUTHORITIES.

HAUS LINDENGARTEN HAS A RIGHT OF ACCESS TO THE HOLIDAY HOME AT ANY TIME, ESPECIALLY IN CASE OF IMMINENT DANGER. THE INTERESTS OF THE GUEST WORTHY OF PROTECTION SHALL BE TAKEN INTO ACCOUNT APPROPRIATELY WHEN EXERCISING THE RIGHT OF ACCESS. **HAUS LINDENGARTEN** WILL INFORM THE GUEST IN ADVANCE ABOUT THE EXERCISE OF THE RIGHT OF ACCESS, UNLESS THIS IS UNREASONABLE OR IMPOSSIBLE UNDER THE CIRCUMSTANCES OF THE INDIVIDUAL CASE.

HAUS LINDENGARTEN IS LIABLE FOR THE PROPER PERFORMANCE OF THE CONTRACTUALLY AGREED SERVICE. IF THE RENTED ACCOMMODATION HAS A DEFECT THAT GOES BEYOND MERE INCONVENIENCE, THE GUEST MUST IMMEDIATELY NOTIFY THE OWNER OF **HAUS LINDENGARTEN** OR HIS REPRESENTATIVE OF THE DEFECT IN ORDER TO ENABLE **HAUS LINDENGARTEN TO** REMEDY THE DEFECT. IF THE GUEST FAILS TO INFORM US, HE SHALL NOT BE ENTITLED TO ANY CLAIMS DUE TO NON-FULFILMENT OF THE CONTRACTUAL SERVICES. DEFECTS AND DAMAGES ALREADY DISCOVERED ON ARRIVAL MUST BE REPORTED IMMEDIATELY TO **HAUS LINDENGARTEN**, OTHERWISE THE TENANT IS LIABLE FOR THESE DAMAGES. A REASONABLE PERIOD OF TIME SHALL BE GRANTED FOR THE RECTIFICATION OF DAMAGES AND DEFECTS.

6. INVENTORY

THE APARTMENT IS RENTED WITH COMPLETE INVENTORY. ANY SHORTAGES, DEFECTS OR DAMAGE MUST BE REPORTED TO **HAUS LINDENGARTEN** IMMEDIATELY. THE INVENTORY IS TO BE TREATED CAREFULLY AND ONLY FOR THE STAY IN THE HOLIDAY APARTMENT. THE LESSEE SHALL BE LIABLE FOR DAMAGES CAUSED BY CULPABLE VIOLATION OF THE DUTY OF CARE AND NOTIFICATION INCUMBENT UPON HIM, ESPECIALLY IN THE EVENT OF IMPROPER HANDLING OF TECHNICAL SYSTEMS AND OTHER EQUIPMENT. THE LESSEE IS ALSO LIABLE FOR THE FAULT OF HIS FELLOW PASSENGERS. DAMAGES CAUSED BY FORCE MAJEURE ARE EXCLUDED.

7. CLEANING

AT THE END OF YOUR STAY WE CARRY OUT A CLEANING SERVICE. FOR STAYS OF MORE THAN ONE WEEK, WE ALSO OFFER AN INTERMEDIATE CLEANING SERVICE WITH DISPOSAL OF HOUSEHOLD WASTE, FRESH BED LINEN AND CLEANING OF THE ENTIRE APARTMENT. THESE SERVICES ARE AN OPTIONAL SERVICE, BUT ARE STRONGLY RECOMMENDED BY **HAUS LINDENGARTEN**. PLEASE NOTE THAT THE CLEANING SERVICE REFERS TO NORMAL SOILING. COARSE IMPURITIES OR DAMAGES WOULD HAVE TO BE CHARGED SEPARATELY. OPTIONALLY, THESE SERVICES CAN ALSO BE PROVIDED BY THE GUEST ACCORDING TO THE QUALITY STANDARDS OF **HAUS LINDENGARTEN**.

8. ARRIVAL AND DEPARTURE

ARRIVAL ON THE DAY OF ARRIVAL CAN TAKE PLACE FROM 4 P. M., THE ROOMS MUST BE VACATED BY 10 A. M. ON THE DAY OF DEPARTURE. IF YOU ARRIVE AFTER 8 P. M., WE ASK FOR A SHORT MESSAGE

THE GUEST IS OBLIGED TO PRESENT HIS VALID IDENTITY CARD OR PASSPORT TO **HAUS LINDENGARTEN** UPON ARRIVAL.

HAUS LINDENGARTEN CAN DEMAND A DEPOSIT OF 250,00 € ON ARRIVAL. **HAUS LINDENGARTEN** WILL REFUND THIS DEPOSIT IF THE HOLIDAY HOME IS VACATED IN TIME AND ALL KEYS ARE HANDED OVER ON THE DAY OF DEPARTURE, UNLESS OTHERWISE AGREED WITH THE GUEST AND UNLESS THE HOLIDAY HOME SHOWS ANY DAMAGE FOR WHICH THE GUEST IS RESPONSIBLE. IN THE EVENT OF FURTHER DAMAGE TO THE HOLIDAY HOME AND/OR THE INVENTORY, THE GUEST SHALL PAY THE AMOUNT OF MONEY REQUIRED FOR THE COMPENSATION IN CASH ON SITE (§ 249 PARA. 2 BGB).

ON THE DAY OF DEPARTURE, THE GUEST MUST VACATE THE APARTMENT BY 10.00 A.M. AT THE LATEST. IF THE HOLIDAY APARTMENT IS VACATED LATE, **HAUS LINDENGARTEN** IS ENTITLED TO AN ADDITIONAL PAYMENT FROM THE GUEST. THIS AMOUNTS TO 50.00 € FOR EVACUATION AFTER 10.00 HOURS BUT BEFORE 13.00 HOURS, 100 % OF THE AGREED OVERNIGHT PRICE/NIGHT FOR EVACUATION AFTER 13.00 HOURS. IN ADDITION, THE PROVIDER SHALL BE ENTITLED TO COMPENSATION FOR ALL FURTHER DAMAGES INCURRED DUE TO DELAYED EVACUATION.

9. KEY

THE HANDING OVER OF THE BOWL FOR **HAUS LINDENGARTEN** AND THE COMPLETION OF THE REGISTRATION FORM WILL TAKE PLACE ON SITE. OUR BUILDING IS EQUIPPED WITH A CENTRAL LOCKING SYSTEM AND OUR GUESTS RECEIVE UP TO TWO SEPARATE ACCESS KEYS TO THE APARTMENT. WE KINDLY ASK YOU TO PAY CLOSE ATTENTION TO THESE KEYS, AS IN CASE OF LOSS IT WOULD BE NECESSARY TO REPLACE THE LOCKING CYLINDERS AND WE WOULD HAVE TO PASS THESE COSTS ON TO YOU.

10. PETS

PETS ARE NOT ACCEPTED. EXCEPTIONS ARE SMALL, HOUSE-CLEAN ANIMALS AFTER PREVIOUS ARRANGEMENT. IF ANIMALS ARE ACCOMMODATED WITHOUT **HAUS LINDENGARTEN'S** PRIOR CONSENT, **HAUS LINDENGARTEN** MAY CHARGE A CLEANING FEE OF 250.00 €, UNLESS THE ACTUAL DAMAGE CAN BE PROVEN TO BE HIGHER.

11. PRIVACY POLICY

PERSONAL DATA OF THE CUSTOMER ARE ONLY COLLECTED WITHIN THE FRAMEWORK OF THE LEGAL PROVISIONS OF THE FEDERAL DATA PROTECTION ACT (BDSG), THE TELEMEDIA ACT (TMG) AND THE DSGVO. THEY SHALL ONLY BE MADE ACCESSIBLE TO THIRD PARTIES TO THE EXTENT THAT THIS IS NECESSARY FOR THE HANDLING OF THE RENTAL.

12. SEVERABILITY CLAUSE

SHOULD ONE OR MORE PROVISIONS OF THESE GTC BECOME INVALID, THIS SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS. THE INVALID PROVISION SHALL BE REPLACED BY A VALID PROVISION WHICH COMES AS CLOSE AS POSSIBLE TO THE ECONOMIC PURPOSE PURSUED BY THE INVALID PROVISION.

13. PLACE OF JURISDICTION

THE PLACE OF JURISDICTION SHALL BE THE PLACE WHERE THE HOLIDAY HOME IS LOCATED AND IN WHICH THE SERVICE FROM THE ACCOMMODATION CONTRACT IS TO BE RENDERED. THE DISTRICT COURT OF TÜBINGEN SHALL BE RESPONSIBLE FOR **HAUS LINDENGARTEN**.