

# **General Terms and Conditions for Ferienwohnung Pohl Hundsmühlen (GTC) – Status: 16.10.2024**

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# validity of the General Terms and Conditions

(1) These general terms and conditions apply to contracts for the rental of the holiday apartment for accommodation as well as all other services and deliveries provided to the guest by the owners of the Pohl Hundsmühlen holiday apartment. The services provided by the owners of the Pohl Hundsmühlen holiday apartment are carried out exclusively on the basis of these general terms and conditions.

(2) Subletting or further letting of the holiday apartment provided as well as its use for purposes other than residential purposes is not permitted.

(3) The guest's terms and conditions shall only apply if they have been agreed upon in advance. Deviations from these conditions shall only be effective if we have expressly confirmed this in writing.

## § 1 Definitions

a) The term "Owner ", "we", "us" or "our" refers to Ferienwohnung Pohl Hundsmühlen.

b) The term "Ferienwohnung Pohl Hundsmühlen" refers to our website [www.fewo-pohl-hundsmuehlen.de](http://www.fewo-pohl-hundsmuehlen.de) .

c) The term "Services" refers to any services provided by us from time to time, including but not limited to receiving booking information, managing reservations and payments, responding to customer inquiries and managing content on third party channels.

d) The term "tenant" refers to either: a) the person booking the holiday home on his own behalf; or b) the organisation booking the holiday home on behalf of a third party on behalf of that organisation.

e) The term "Property" refers to the form of accommodation, building, apartment, room or rental space displayed to the Customer or a third party channel and offered for rent through the Services.

f) The term "Content" means text, graphics, images, music, software, audio, video, information or any other form of data.

g) The term "Customer Content" refers to content provided by the Customer in the course of using the Services, including but not limited to other information.

## § 2 Booking/Booking Confirmation

- (1) All booking requests must be made via our website [www.fewo-pohl-hundsmuehlen.de](http://www.fewo-pohl-hundsmuehlen.de), by email [info@fewo-pohl-hundsmuehlen.de](mailto:info@fewo-pohl-hundsmuehlen.de) or by phone at 0177/6494467 Any requests made through any other method, such as Instagram , will not be considered.
- (2) If we can offer you the holiday apartment for the period you want, we will send you a written confirmation and the invoice by email or post. Upon receipt of the booking confirmation and after payment (see § 3 payment conditions), your booking is legally binding **and the general terms and conditions are deemed to be accepted** .

## § 3 Terms of Payment

- (1) Deposit: 20% after booking confirmation by us, if travel begins in more than 42 days
- (2) Remaining payment: 80% no later than 30 days before departure
- (3) Total payment: 100% after booking confirmation by us, if travel begins in less than 42 days
- (4) the owner can withdraw from the contract. Non-payment is considered a withdrawal and entitles the owner to re-let the property.
- (5) Additional costs for water, parking space, waste, energy costs, and WiFi are not charged (“rent including heating”). Use of the washer-dryer is included, and bed linen/towels can be changed on request. The rental price also includes a covered bicycle storage area including a power connection for e-bike chargers and a parking space.

## § 4 Arrival and Departure

- (1) On the day of arrival, the holiday apartment is available from 4:00 p.m. If you arrive after 7:00 p.m., please let us know in good time (email, telephone). Guests will receive information about the key handover by telephone or email up to three days before arrival. Claims for damages cannot be made if, in exceptional circumstances, the holiday apartment cannot be occupied on time at 4:00 p.m.
- (2) On the day of departure, the apartment must be vacated by 11:00 a.m. If the guest wishes to leave late, this should be agreed with us in advance. A late departure without agreement will be charged a flat rate of 100 EUR.
- (3) If the guest does not arrive by 9:00 p.m. on the day of arrival without prior arrangement, the contract is deemed to be terminated after a period of notice of 48 hours without notification to the owner . The owner or our representative can then freely dispose of the property. The rent already paid remains with the owners. A (proportional) refund of the rent due to early departure is generally not made.
- (4) The apartment must be left swept clean on the day of departure. The dishes, glasses, etc. must be cleaned and put away, the garbage cans emptied and the refrigerator

emptied. If the apartment is not left as desired, you may be charged for this. Cleaning work that goes beyond the usual amount will be charged at 30 EUR / hour / person. This applies in particular to damage caused by improper use of the property, especially the smell of tobacco and smoke.

## § 5 Holiday Apartment

- (1) We will hand over the holiday apartment in a tidy and clean condition with a complete inventory. If you notice any defects during your stay, the guest is obliged to inform the owner immediately. The guest is liable for any damage caused to the rental property, the inventory, e.g. broken dishes, damage to the floor or the furniture. This includes in particular costs for lost keys.
- (2) The inventory must be treated carefully and with care and is only intended to remain in the holiday apartment. Moving furnishings, especially beds, is prohibited. The guest is also liable for the negligence of his fellow travelers. Damage caused by force majeure is excluded from this. If the holiday apartment is used in breach of contract, such as subletting, overcrowding, disturbing the peace and in particular smoking (prohibited) etc., the contract can be terminated without notice and the guest must leave the holiday apartment. The rent already paid remains with the owners. Section 4 Paragraph 4 applies equally.

## § 6 Pets

- (1) Keeping pets of any kind in the holiday apartment is not permitted. If pets are kept in the apartment, this will result in immediate termination of the contract. Any rent already paid will remain with the owners. Section 4, paragraph 4 also applies.

## § 7 Residence

- (1) The apartment can accommodate a maximum of 2 people. A small child can stay in the parents' bedroom (travel bed up to 15 kg).
- (2) The minimum stay is 5 nights, a long-term rental for 2 adults (without child) at cheaper rates is possible, please contact us.
- (3) Current prices and further information can be found at [www.fewo-pohl-hundsmuehlen.de](http://www.fewo-pohl-hundsmuehlen.de).
- (4) The holiday apartment may only be used by the people listed in the booking (max. 2 people). If the apartment is used by more people than agreed, this will lead to immediate termination of the contract. The rent already paid remains with the owners. Section 4 paragraph 4 also applies.

- (5) Subletting and letting the apartment to third parties is not permitted. The guest agrees to the general terms and conditions and the house rules of the holiday apartments. Consent is given upon payment.
- (6) In the event of violations of the general terms and conditions or the house rules, the owners are entitled to terminate the rental agreement immediately and without notice. There is no legal right to reimbursement of the rent or compensation. Section 4, paragraph 4 also applies.**

## § 8 Deposit

- (1) We charge a deposit of 100 EUR for your stay. This will be refunded promptly after check-out (after deductions if applicable). For long-term stays, we charge a deposit by arrangement, which is based on the length of stay .

## § 9 Cancellation of travel

- (1) In the event of cancellation, the guest is obliged to pay part of the agreed price as compensation. Cancellation must be made in writing. The amount of compensation depends on the time until the day of arrival and is as follows:
- Full refund for cancellations made within 48 hours of booking completion if the check-in date is at least 14 days in the future.
  - 50% refund for cancellations made at least seven days before check-in.
  - No refunds for cancellations made within seven days of check-in.
  - Non-refundable option: You pay 15% less on the base price. If you cancel, you will NOT receive a refund.
  - **Cancellation policy for long-term bookings > 21 nights:** Full refund if cancellation is made within 48 hours of booking and at least 28 days before check-in. After that, the first 30 days of the stay are non-refundable. No refund for a month already started. After 30 days from check-in, full refund for full months not used, less a cleaning fee of 150 EUR.

## § 10 Withdrawal by the landlord

- (1) In the event of cancellation on our part due to force majeure or other unforeseeable circumstances (such as an accident or illness of the host) or other circumstances beyond our control that make fulfillment impossible, liability is limited to the reimbursement of costs. In the event of justified cancellation, the customer has no right to compensation - no liability is assumed for travel and hotel costs.
- (2) The owner may withdraw from the contract after the start of the rental period without notice.

## § 11 Liability of the landlord

- (1) The owner is liable within the scope of the duty of care for the proper provision of the rental property. Liability for any failures or disruptions in the water or electricity supply, as well as events and consequences caused by force majeure are hereby excluded.

## § 12 Permission to use Internet access via WLAN

- (1) The owner maintains an Internet connection via WLAN in his holiday apartment. He allows the guest to share the WLAN access to the Internet for the duration of his stay in the holiday property. The tenant does not have the right to allow third parties to use the WLAN.
- (2) The owner does not guarantee the actual availability, suitability or reliability of the Internet access for any purpose. He is entitled at any time to allow other users to operate the WLAN in whole, in part or temporarily and to restrict or exclude the tenant's access in whole, in part or temporarily if the connection is or has been used in an unlawful manner, insofar as the owner has reason to fear legal action and this cannot be prevented with usual and reasonable effort within a reasonable time.
- (3) the owner reserves the right, at its sole discretion and at any time, to block access to certain sites or services via the WLAN (e.g. sites glorifying violence, pornographic sites or sites requiring payment).

### § 13.1 Access data

- (1) The WLAN is used using access security. The access data (login and password) may not be passed on to third parties under any circumstances. If the guest wants to grant third parties access to the Internet via the WLAN, this is dependent on our prior written consent and the third party's acceptance of the provisions of this user agreement, documented by a signature and full identification. The guest undertakes to keep his access data secret. The owner has the right to change access codes at any time.

### § 13.2 Dangers of WLAN use, limitation of liability

- (1) The guest is advised that the WiFi only provides access to the Internet; virus protection and a firewall are not available. The data traffic generated using the WiFi is unencrypted. The data may therefore be viewed by third parties. The owner expressly points out that there is a risk that malware (e.g. viruses, Trojans, worms, etc.) can reach the end device when using the WiFi. The use of the WiFi is at the guest's own risk. We accept no liability for damage to the tenant's digital media that occurs through the use of the Internet access, unless the damage was caused intentionally or through gross negligence by us and/or our vicarious agents.

## § 14 House Rules, General Rights and Obligations

- (1) We ask our guests to treat the rental property with care and to ensure that fellow travelers and relatives also comply with the rental conditions. Please treat our apartment with the same respect that you would show your own home. We have put a lot of effort into making the house a beautiful place where our guests feel comfortable. Please leave the apartment in the condition in which you found it!
- (2) Any cleaning work that exceeds the usual amount will be invoiced at a rate of EUR 30 per hour per person. This includes in particular the removal of odors that have arisen due to use of the holiday apartment in breach of contract (especially cigarette smoke).
- (3) Please also note the information provided in the holiday apartment.
- (4) Guests are required to comply with the house rules. Quiet hours apply from 10:00 p.m. to 6:00 a.m. To avoid disturbances, TV and audio devices must be set to room volume.
- (5) For the duration of the rental of the holiday apartment, the guest is obliged to keep windows and doors closed when leaving the apartment. The connecting door and the front door must be locked to avoid possible damage caused by storms or burglary.
- (6) **There is a general ban on smoking in the holiday apartment.** If you violate these rules, you may be charged a cleaning fee of up to EUR 1,000.00. Smoking is only permitted on the balcony and in/on/in front of the carport. This also applies to vaping, shisha and e-cigarettes.
- (7) Our property offers a designated parking space for ONE car. Additional vehicles cannot be parked on our property. Please ensure that your vehicle does not obstruct the exit from our double carport.
- (8) The installation and/or attachment of materials for decoration or similar is not permitted in the holiday apartment. The guest is solely liable for any decoration or similar that is installed and/or attached. The guest is also obliged to compensate for any damage caused by the installation and/or attachment of decoration or similar.
- (9) The owner has the right to access the holiday apartment at any time, especially in the event of imminent danger. The guest's legitimate interests must be taken into account when exercising the right of access. We will inform the guest in advance about the exercise of the right of access, unless this is unreasonable or impossible for the guest given the circumstances of the individual case.
- (10) Please treat the kitchen equipment and technical devices with care. Since a dirty kitchen is not a good idea for anyone, please only put dishes, pots and cutlery in the cupboards when they are clean and dry. Please do not put hot pots and other hot objects on the tables or worktop without a coaster. Always use a cutting board as a base when cutting. Please leave the interior of the oven and microwave clean. If you have any questions about using the hob (induction) or oven, please speak to us, we will be happy to help you.

- (11) The apartment has a ventilation system to prevent the formation of mold. If you dry laundry in the apartment, make sure there is sufficient ventilation. The same applies after showering.
- (12) No waste, food scraps, harmful liquids (fats, oils) or similar may be thrown or poured into the kitchen sink, toilet, washbasin or shower! Avoid anything that could lead to blockages in the pipes (no hygiene products in the toilet). Special bags for hygiene products are available in the bathroom. Costs resulting from such misconduct will be charged.
- (13) Smoking is not permitted in the holiday apartment. Please leave the holiday apartment when smoking. Please dispose of completely cold cigarette butts in the garbage can and not in nature or on the property. Please do not dispose of cigarette butts loose in the general waste bin. Please use newspaper, aluminum foil or similar to dispose of the cigarette butts in the general waste bin.
- (14) The energy crisis is as present as it has been in recent years. We are following the advice of the Federal Ministry for the Environment, Nature Conservation, Nuclear Safety and Consumer Protection (BMUV). The heating in the holiday apartment has been subjected to hydraulic balancing. This means that the radiators and heating thermostats are optimized for the room to be heated. **However, this only works when the doors to the rooms are closed (loss of heat energy).** The heating thermostats are set accordingly, and the night-time reduction is on average around 2 degrees Celsius less (10 p.m. - 5 a.m.). Everyone has a different perception of heat. You can make changes to the thermostats at any time, provided they are not locked. Please contact us if you would like to make any changes.
- (15) The house has a central hot water supply. Hot water circulation is provided daily during the following periods:

Mon. – Fri.: 05:00 – 08:30  
                  13:00 – 15:00  
                  18:30 – 22:00  
Sat.: - Sun.: 06:00 – 11:00  
                  13:30 – 15:30  
                  17:00 – 22:00

Outside of these times, you will of course also have warm water, but it will take a little longer for the warm water to come out due to the lack of circulation. If these times are not convenient, please contact us!

- (16) For stays of more than 14 to 30 days, a (small) intermediate cleaning (bathroom, kitchen cupboards, vacuuming floors) will be carried out after 14 days. Appointment by arrangement. **Otherwise, the tenant is responsible for cleaning and maintaining the**



**apartment.** Cleaning utensils are available for this purpose! Consumables are at the tenant's expense.

## § 14.1 Waste separation

- (1) The guest is obliged to separate residual, organic and packaging waste in accordance with official regulations.
- (2) The waste is separated into residual waste, organic waste, paper and packaging with the green dot. Appropriate containers are available on site.
- (3) A waste glass container is located about 800 m away (see information folder for description).
- (4) Please only use garbage cans in the bathroom and kitchen with garbage bags and dispose of them closed (tied) in the designated bins.
- (5) Please dispose of organic waste in the appropriate bin wrapped in paper bags or newspaper.
- (6) Fines imposed by the district of Oldenburg due to incorrect waste separation will be charged 100% to the guest.

## §14.2 Operation of additional technical equipment

- (1) The operation of additional technical equipment that goes beyond the normal use of the holiday apartment (e.g. mobile air conditioning units) requires the express consent of the landlord!

## § 15 GEZ fees

If the guest(s) is registered with the registration authorities (residents' registration office), a fee per month is due for the use of TV and radio (current amount see the GEZ homepage) within the holiday apartment, in accordance with the advance payment by the GEZ.

The guest(s) must pay these fees themselves and set up a corresponding account with the GEZ.

## § 16 Miscellaneous

If the guest(s) are not known personally, we require the following information to confirm the booking:

- first name, last name
- address
- Copy(s) of identification documents (identity card, passport)
- For long-term rentals > 21 days: current Schufa information (not older than 30 days)
- Events are not allowed! Neither is commercial photography and filming!

## § 17 Place of Jurisdiction

For any disputes arising from the contractual relationship, the District Court of Oldenburg responsible.