

General terms and conditions for Holiday Apartment Pohl Hundsmühlen (Terms and Conditions) – as of: May 3rd, 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 provided exclusively on the basis of these general terms and conditions.

(2) The subletting or subletting of the holiday apartment provided and its use for purposes other than residential purposes are 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 the Pohl Hundsmühlen holiday apartment.

b) The term "Ferienwohnung Pohl Hundsmühlen" refers to our website www.fewo-pohl-hundsmuehlen.de. c) The term "Services"

refers to all 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 "Renter" refers to either: a) the person booking the Vacation Rental on their own behalf; or b) the organization booking the Vacation Rental for a third party on behalf of that organization. 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 rental 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 Customer as part of the use of the Services, including but not limited to other information.

§ 2 Booking/booking confirmation

- (1) All booking inquiries must be made via our website www.fewo-pohl-hundsmuehlen.de, by email info@fewo-pohl-hundsmuehlen.de or by phone at 0177/6494467. Any requests made via any other method such as Instagram will not be considered.**
- (2) If we can offer you the holiday apartment in your desired period, 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) Final payment: 80% no later than 30 days before the start of the trip**
- (3) Total payment: 100% after booking confirmation by us, if travel begins in less than 42 days**
- (4) If the payment deadlines are not met, the owner can withdraw from the contract. Non-payment is considered as withdrawal and entitles the tenant to re-let the property.**
- (5) Additional costs for water, parking space, waste, energy costs, WiFi are not included charged ("warm rent"). The use of the washer-dryer is included, a change of bed linen / towels is available on request. The rental price also includes a covered storage area for bicycles including a power connection for e-bike chargers as well as a parking space for a car.**

§ 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., we ask that you inform us in good time (e-mail, telephone). The guest will receive information about key handover by telephone or email up to three days before arrival. Claims for damages cannot be made if, in exceptional cases, the holiday apartment cannot be occupied promptly 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 depart late, this should be agreed with us in advance. A late departure without prior 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 agreement appear, the contract applies after a period of 48 hours without notification**

the owner as terminated. The owner or our representative can then freely dispose of the property. The rent already paid remains with the owner.

There will generally not be a (proportionate) refund of the rent due to early departure.

- (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 costs that exceed the usual amount will be charged at EUR 30 / 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 keep the holiday apartment in a tidy and clean condition

The property is handed over 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 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 violation of the contract, such as subletting, overcrowding, disturbing the peace and especially smoking (prohibited), etc., the contract can be terminated without notice and the guest must therefore leave the holiday apartment. The rent already paid remains with the owners. §4 paragraph 4 applies equally.

§ 6 Pets

- (1) Accommodation of pets of any kind is not permitted in the holiday apartment.

If animals are still accommodated, this will result in the contract being terminated without notice.

The rent already paid remains with the owners. §4 paragraph 4 applies equally.

§ 7 Stay

- (1) Occupancy is a maximum of 2 people. There is a toddler in the parents' bedroom possible (travel bed up to max. 15 kg).
- (2) The minimum stay is 5 nights, a long-term rental for 2 adults (without child) at more favorable conditions is possible, please contact us.
- (3) Current prices and further information can be found at www.fewo-pohl-hundsmuehlen.de.
- (4) The holiday apartment may only be used by the persons listed in the booking (max. 2 persons). If the apartment is used by more people than agreed, this will result in immediate termination of the contract. The rent already paid remains with the owners. Section 4 paragraph 4 applies equally.
- (5) Subletting or transferring 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. The declaration of consent takes place with the 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 repayment of the rent or compensation. §4 paragraph 4 applies equally.

§ 8 Deposit

- (1) We charge a deposit of 100 EUR for the stay. This will be refunded after check-out transferred back promptly (if necessary after deduction). For long-term stays, we charge a deposit after consultation, 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 calculated 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 take place.
 - 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: Complete 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 EUR 150.

§ 10 Cancellation by the landlord

(1) In the event of cancellation on our part, due to force majeure or other

In the event of 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 is not entitled 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 observing a notice period. take place.

§ 11 Liability of the landlord

(1) The owner is liable within the scope of his 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 internet access via WLAN in his holiday apartment. He allows the guest to share the WLAN access to the Internet for the duration of their stay in the holiday property. The tenant does not have the right to allow third parties to use the WiFi.

(2) The owner does not guarantee the actual availability, suitability or Reliability of Internet access for any purpose. He is entitled at any time to allow additional co-users to operate the WLAN in whole, in part or at times and to restrict or exclude the tenant's access in whole, in part or at times if the connection is or has been used unlawfully, to the extent that the owner has to fear a claim as a result and this cannot be prevented with normal and reasonable effort in a reasonable time.

(3) The owner reserves the right, in particular, to block access to certain sites or services via the WLAN at any time and at its reasonable discretion (e.g. sites glorifying violence, pornographic sites or sites requiring payment).

§ 13.1 Access data

(1) The use of the WLAN takes place via access security. The access data (login and password) may under no circumstances be passed on to third parties. If the guest wants third party

If we grant access to the Internet via WLAN, this is subject to our prior written consent and the acceptance of the provisions of this user agreement by the third party, 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 WLAN only provides access to the Internet virus protection and firewall are not available. The data traffic created using the WLAN is unencrypted. The data can therefore potentially be viewed by third parties. The owner expressly points out that there is a risk that malware (e.g. viruses, Trojans, worms, etc.) can get onto the end device when using the WLAN. Use of the WiFi is at your own risk and at the guest's own risk. We assume no liability for damage to the tenant's digital media that occurs through the use of 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 take care of it ensure that fellow travelers and relatives also comply with the rental conditions. Please treat our apartment with the same respect that you would treat 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) The guest is obliged to comply with the house rules. Quiet hours apply from 10 p.m. to 6 a.m. To avoid disturbance, 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 holiday apartment. The connecting door as well as the front door must be locked in order to avoid possible damage caused by bad weather or burglary.

(6) There is a general smoking ban in the holiday apartment. If you violate this rule, 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. Further

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 permitted in the

The guest is solely responsible for any decorations or similar that are brought in and/or attached. The guest is also liable for any damage caused by the bringing in and/or and/or attaching decorations 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 him under 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 thing for anyone, please only put dishes, pots and cutlery in the cupboards when they are clean and dry. Do not put hot

Please do not place pots and other hot objects on the table 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

Condition. If you have any questions about using the cooking surface (induction) or oven, please contact us and we will be happy to help you.

(11) To prevent the formation of mould, the apartment is equipped with a ventilation system.

If you dry laundry in your apartment, ensure there is sufficient ventilation.

Likewise after showering.

(12) No waste, leftover food, harmful liquids (fats, oils) or the like 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). There are special bags in the bathroom for hygiene products. Costs resulting from such misconduct will be invoiced.

(13) Smoking is not permitted in the holiday apartment. Please leave the apartment if you smoke. Please dispose of completely cooled cigarette butts in the garbage can and not in nature or on the property.

Please do not dispose of cigarette butts loosely in the residual waste bin. Please use e.g. E.g.

Newspaper, aluminum foil or similar to dispose of the cigarette butts in the general waste bin.

(14) The energy crisis is still as present as in previous years. We

We are guided by the instructions from the Federal Ministry for the Environment, Nature

Conservation, Nuclear Safety and Consumer Protection (BMUV). The heating of the holiday apartment

have undergone hydraulic balancing. This means that the radiators and heating thermostats are optimized for the room to be heated. However, this only works if 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, as long as 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 in the following periods:

Mon. – Fri.:	05:00 – 08:30
	1:00 p.m. – 3:00 p.m
	6:30 p.m. – 10 p.m
Sat: - Sun:	06:00 – 11:00
	1:30 p.m. – 3:30 p.m
	17:00 – 22:00

In the periods outside of these times you will of course also have warm food

Water, due to the lack of circulation it takes a little longer for the warm water to come out. If the 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). 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 requirements.
- (2) The waste is separated into residual waste, organic waste, paper and packaging with the green dot. Appropriate containers are available on the property.
- (3) There is an old glass container approx. 800 m away (see information folder for description).
- (4) Please only use rubbish bins in the bathroom and kitchen with rubbish bags and dispose of them closed (knotted) in the bins provided.
- (5) Please wrap organic waste in paper bags or newspaper and place it in the appropriate bin dispose.

(6) Penalties imposed by the Oldenburg district due to incorrect waste separation will be passed on 100% to the guest.

§14.2 Operation of additional technical devices

(1) The operation of additional technical devices that go beyond the normal use of the Holiday apartments (e.g. mobile air conditioning units) require the express consent of the landlord!

§ 15 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 ID (identity card, passport) • For long-term rentals > 21 days: current Schufa information (not older than 30 days) • Events are not permitted! Likewise commercial photography and filming!

§ 16 Place of jurisdiction

The Oldenburg District Court is responsible for any disputes arising from the contractual relationship.