

General terms and conditions for Holiday Apartment Pohl Hundsmühlen (Terms and Conditions) – as of: April 24, 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 only apply if they have been agreed upon in advance. Deviations from these conditions are only 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 "tenant" refers to either: a) the person who books the holiday apartment in his or her own name; or b) the organization that books the holiday apartment for a third person on behalf of this 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

All booking inquiries must be made via our website www.fewo-pohl-hundsmuehlen.de, by email info@fewo-pohl-hundsmuehlen.de or by telephone at 0177/6494467.

Any requests made via any other method such as Instagram will not be considered.

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 has been made (see § 3 Payment Conditions), your booking is legally binding and the General Terms and Conditions are deemed to be accepted.

§ 3 Payment conditions

Once the deposit has been received, your booking becomes valid.

- Deposit: 20% after booking confirmation by us, if the trip starts in more than 42 days
- Final payment: 80% no later than 30 days before the start of the trip
- Total payment: 100% after booking confirmation by us, if the trip begins in less than 42 days

If the payment deadlines are not met, the owner can withdraw from the contract. Non-payment is considered a withdrawal and entitles you to re-rental.

Additional costs for water, parking space, waste, energy costs, WiFi are not charged ("warm rent"). The use of the washer-dryer is included, and bed linen/towels can be changed upon 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.

§ 4 Arrival and departure

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.

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 discussed with us in advance. A late departure without prior agreement will be charged at a flat rate of EUR 100.

If the guest does not show up by 9:00 p.m. on the day of arrival without prior arrangement, the contract is considered terminated after a period 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. There will generally not be a (proportionate) refund of the rent due to early departure.

The apartment must be left swept clean on the day of departure. The dishes, glasses, etc. must be cleaned and put away, the trash cans emptied and the refrigerator cleared out. If the apartment is not left as requested, you may be charged for this.

Cleaning efforts that go beyond the usual amount will be charged at EUR 30 / hour / person. This applies in particular to damage caused by improper use of the property, in particular the smell of tobacco and smoke.

§ 5 Holiday apartment

We will hand over the holiday apartment in a tidy and clean condition with a complete inventory. If you notice a defect during your stay, the guest is obliged to inform the owner immediately. The guest is liable for any damage caused by him to the rental property, the inventory, e.g. broken dishes, damage to the floor or furniture. This also includes the costs for lost keys.

The inventory must be treated gently and carefully and is only intended to remain in the holiday apartment. Adjusting 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

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

Occupancy is a maximum of 2 people. It is possible to have a small child in the parents' bedroom (travel cot up to a maximum of 15 kg).

The minimum stay is 5 nights, a long-term rental for 2 adults (without children) at more favorable conditions is possible, please contact us about this.

Current prices and further information can be found at www.fewo-pohl-hundsmuehlen.de.

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 result in the contract being terminated without notice. The rent already paid remains with the owners. §4 paragraph 4 applies equally.

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.

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

We charge a deposit of EUR 100 for the stay. This will be transferred back promptly after check-out (after deduction if necessary). For long-term stays, we charge a deposit after consultation, which is based on the length of stay.

§ 9 Cancellation of travel

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 up to 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 take place.
- No refunds for cancellations made within seven days of check-in. • Non-refundable option: You pay 15% less on the base price when you cancel, you will NOT receive a refund.
- Cancellation policy for long-term bookings > 21 nights: Complete Refund if cancellation within 48 hours of booking and

at least 28 days before check-in. After that, the first 30 days of stay are non-refundable. No refunds for a month that has already started. After 30 days have passed since check-in, full refund for unused full months minus a cleaning fee of EUR 150.

§ 10 Cancellation by the landlord

In the event of cancellation on our part, as a result of force majeure or other unforeseeable circumstances (such as accidents or illness of the hosts) as well as other circumstances for which we are not responsible, make fulfillment impossible; liability is limited to the reimbursement of costs. If the withdrawal is justified, the customer has no right to compensation - liability for travel and hotel costs is not accepted.

Withdrawal by the owner can take place after the start of the rental period without observing a notice period.

§ 11 Liability of the landlord

The owner is liable within the scope of the duty of care for the proper provision of the rental property. Liability for possible 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

The owner maintains Internet access via WLAN in his holiday apartment. It 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.

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 cannot prevent this within a reasonable time with normal and reasonable effort. In particular, the owner reserves the right, at its reasonable discretion and at any time, to block access to certain pages or services via the WLAN (e.g. pages that glorify violence, pornography or paid pages).

§ 13.1 Access data

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 wishes to grant third parties access to the Internet via 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 complete 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

The guest is advised that the WLAN only enables 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 ensure that fellow travelers and relatives also adhere to 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! We must subsequently invoice any cleaning effort that goes beyond the usual amount at EUR 30 / hour / person.

(1) Please also note the information provided in the holiday apartment.

(2) The guest is obliged to comply with the house rules. Night quiet applies from 10 p.m. to 6 a.m. To avoid disruption, TV and audio devices should be set to room volume.

(2) For the duration of the holiday apartment rental, the guest is obliged to keep windows and doors closed when leaving the holiday apartment. The intermediate door as well as that

House entrance doors must be locked to avoid possible damage caused by storms or to avoid burglary

(3) There is a general ban on smoking in the holiday apartment. In the event of violations, you may be charged a cleaning fee of up to EUR 1,000.00. Smoking is only permitted on the balcony and in /am/ in front of the carport. This also applies to vaping, shisha and e-cigarettes.

(4) Our property offers a designated parking space for ONE car. Additional vehicles cannot be parked on our property. Please make sure that your vehicle does not obstruct the exit from our double carport.

(5) The introduction and/or attachment of materials for decoration or similar is not permitted in the holiday apartment. The guest is solely liable for any decorations or the like that are installed and/or attached. The guest is also obliged to compensate for damage caused by the installation or attachment of decorations or similar.

(6) The owner has the right of access to the holiday apartment at any time, especially in the event of imminent danger. Appropriate consideration must be given to the guest's interests worthy of protection when exercising the right of access. We will inform the guest in advance about exercising the right of access, unless this is unreasonable or impossible under the circumstances of the individual case.

(7) Please handle the kitchen equipment and technical equipment with care. Since a dirty kitchen pleases no one, please only put dishes, pots and cutlery in the cupboards when they are clean and dry. Please do not place hot pots and other hot objects on tables or countertops without coasters. 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 cooking surface (induction) or oven, please contact us and we will be happy to help you.

(8) To prevent the formation of mold, the apartment has a ventilation system.

If you dry laundry in your apartment, ensure there is sufficient ventilation. Likewise after showering. Further information can be found in the guest information folder which is available in the apartment.

(9) The waste is separated into residual waste, organic waste, paper and packaging with the green dot. Appropriate containers are available on the property. There is an old glass container about 800 m away (see information folder for description). Please only use rubbish bins in the bathroom and kitchen with rubbish bags and dispose of them closed (knotted) in the bins provided. No waste, leftover food, harmful liquids (fats, oils) or the like may be thrown or poured into the kitchen sink, toilets, sinks and 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.

(10) 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 residual waste bin.

(11) The energy crisis is still as present as in previous years. We are guided by the instructions of the Federal Ministry for the Environment, Nature Conservation, Nuclear Safety and Consumer Protection (BMUV). The heating of the holiday apartment was subjected to 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, the night reduction is on average approx. 2 degrees Celsius less (10:00 p.m. - 5:00 a.m.). Every person has a different perception of heat. You can make changes to the thermostats at any time as long as they are not locked. Please be sure to contact us if you would like any changes.

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
5:00 p.m. – 10:00 p.m

In the periods outside of these times you will of course also have warm water, but 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!

(12) For stays of more than 14 days, a (small) check is carried out every 14 days. Intermediate cleaning (bathroom; kitchen cabinets; vacuum floors). Appointment upon agreement. Otherwise, the apartment is cleaned and maintained by the tenant; utensils are available for this purpose!

§ 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.