

# Ferienwohnung Schwarzwald-Alpenblick

[www.schwarzwald-alpenblick.de](http://www.schwarzwald-alpenblick.de)

## Terms of Booking and Cancellation

1. Please use the offer calculator on our own homepage [www.schwarzwald-alpenblick.de](http://www.schwarzwald-alpenblick.de) (menu item "Preise & Buchen") at first and then send us your booking request subsequently. Herewith you accept the calculated price according to the price calculator for the respective period, number of persons and additional services. The final cleaning including bed linen and towels can be booked as an optional additional service.
2. A request is the guest's proposition to conclude a guest accommodation contract basing on the requested period of time, the number of persons and the total amount according to the price calculator. By requesting the availability of the respective apartment, the guest accepts the validity of these terms as binding.
3. The guest accommodation contract is concluded when the landlord confirms the booking request. This confirmation, like the guest's offer, is binding. You will receive a binding booking confirmation in written form, if possible, by mail. Contractual partners are the landlord and the guest. If a third party has ordered for the guest, he is liable to the landlord together with the guest as joint debtor for all obligations arising from this contract.
4. The landlord is entitled to withdraw from the contract if the rental property cannot be used at the time of the planned stay due to force majeure or is no longer used as a holiday apartment. Rent payments made will be refunded in full. Further claims for damages by the guest are excluded. In this case, when booking via portals, the booking must be canceled by the guest upon request from the landlord. The landlord confirms that there are no costs associated with this and that the guest will receive a full refund of the rental price.
5. The landlord sends the guest the check-out instructions as a short form of these booking conditions with the booking confirmation. They must be signed by the guest no later than 1 month before arrival or, for short-term bookings in the month before arrival, within 2 days of being requested to be returned by email or post.
6. Within the same period, the guest informs the landlord of his mobile phone number as well as the last and first names, addresses, ID card numbers and dates of birth of all guests, together with copies of the ID cards. This data is necessary for registering with the local tourist administration and issuing the KONUS guest card for free use of public transport.
7. The apartment is rented to up to 3 people > 3 years and 1 child < 3 years. Guests have access to 1 bedroom with a double bed 180x200cm and a sofa bed 80x200cm in the living room for a possible 3<sup>rd</sup> person. In addition, a children's travel cot can be set up in the bedroom.
8. The minimum rental period is 4 days, 7 days in the high season.
9. Payment is made via bank transfer. A prepayment of 30% is due within 3 days after receiving the booking confirmation, the balance of 70% is due 1 month before arrival.
10. If the payments and/or the guest's obligations according to Nos. 5, 6, 9 and 12 are not made on time without further information from the guest, contrary to the contractually agreed agreement, despite a reminder, the landlord is entitled to withdraw from the contract, rent the holiday apartment to someone else and charge compensation in the amount of the cancellation fees according to No. 11. Payments made late by the guest will be offset against the cancellation fees. The guest does not have access to the apartment.
11. Terms of cancellation:
  - a. It is obligatory that any change or cancellation has to be in written form.
  - b. A free cancellation or partial cancellation (persons, days) by the guest is generally not possible.
  - c. Following charges will apply for cancellations:
    - i. Up to 12 weeks prior to arrival: 40% of the total price as contractually agreed (without final cleaning)
    - ii. Up to 8 weeks prior to arrival: 60% of the total price as contractually agreed (without final cleaning)
    - iii. Up to 4 weeks prior to arrival: 80% of the total price as contractually agreed (without final cleaning)
    - iv. Until the day of arrival: 100% of the total price as contractually agreed (without final cleaning)
  - d. Ordered additional services are not refundable.
  - e. If the landlord can rent the holiday apartment to someone else for the booked period after the cancellation or the agreed payments or obligations of the guest according to No. 10 have not been made on time, only a processing fee of EUR 100.00 will be charged.
  - f. We cannot refund your payment or a part of it if you arrive delayed, leave earlier, or do not set forth on your journey at all.
  - g. If the guests are not allowed to start the trip due to government regulations, the booking can be postponed with full deduction of the rental price to be paid without any additional costs.

We recommend concluding a travel cancellation insurance for all travel participants.

12. For the transfer of the keys to the apartment and as a security against any damage to the rented property and the furnishing, we do ask for a deposit of EUR 250.00 payable 1 month before arrival or, for short-term bookings in the month before arrival, within 2 days of request by bank transfer. The deposit will be refunded within one week after departure by bank transfer, provided that the apartment is returned in perfect condition with complete inventory and the conditions according to articles 13, 14, 15, 20, 21, 22 and 23 are met, provided that the apartment has been returned in perfect condition with a complete inventory and up to the final cleaning process before the arrival of the next guests no defects were found. In order to transfer the deposit back, the guest provides the landlord with his bank details without being asked. The guest pays bank fees for international transfers.
13. When booking via Internet portals such as Fewo-direkt/Vrbo or booking.com and paying by credit card, the credit card fees will be charged to the guest according to the receipt (< 3.5% of the rental price) and offset against the deposit.
14. In addition, a fee of EUR 3.50 per person/night older than 16 years or EUR 2.00 per child/night (6-15 years) is payable as compensation for the Lenzkirch tourism tax and the work involved. Children < 6 years are free. In the event of a business stay, the guest may be exempted from the tourist tax by the municipality on application to let. The tourist tax liability arises on the day of arrival and is offset against the deposit after departure.
15. Check-in is from 4:00 p.m., check-out until 10:00 a.m. Deviating from this, other times can be agreed if other guests do not depart or arrive on the day of arrival or departure. Agreed late check-out up to 2 p.m. or early check-in from 12 p.m. cost EUR 50 each. Arrivals or departures outside these times will be charged an additional night. In the event of a late departure that has not been agreed upon, after 30 minutes of waiting, EUR 50 per hour or part thereof will be charged. The guest informs the landlord of the planned arrival and departure times at least three days in advance. If no other information is available, 4:00 p.m. as arrival time and 10:00 a.m. as departure time is bindingly agreed.
16. Check-in with apartment and key handover and check-out are contactless. Access is possible at any time via a key safe. Guests will receive the code before arrival by telephone or email once all formalities and payments have been completed. The landlord is available to the guest on the day of arrival for a check-in conversation by telephone. When checking out, the key from the safe must be absolutely returned there.
17. The apartment will be handed over to the guest in clean and contractual condition. The inventory is to be left to the guest according to the inventory list complete and functional at the time of the handover. Any defects existing at the time of handover are documented in the landlord's list of defects.
18. If further defects and complaints are found by the guest, the landlord will be informed immediately by email, telephone, or WhatsApp. If the guest only notices during use, that electrical devices and/or facilities in the sanitary area are not working or not working properly, the guest must also report this to the landlord or his representative immediately. The guest records the defects and complaints in a written protocol with date/time and his signature.
19. Minor impairments do not entitle to reduction of rent. If devices such as TV, AV system, dishwasher, oven, washing machine, dryer are currently If it cannot be used, this does not justify a reduction.
20. The guest assures not to use the apartment as a party location incl. bachelor party and undertakes to observe and comply with the house rules. He ensures that he and the guests do not cause any disturbing noise and that the apartment is left in a proper and clean condition. In the event of noise nuisance according to complaints from neighbors, the guest will be charged EUR 100 and deducted from the deposit.
21. Pets are not allowed. Smoking is prohibited within the apartment (exception: terrace). For violations an extraordinary cleaning fee of EUR 200 each will be charged.
22. During the rental period, the guest is responsible for the rental property (including securing windows and doors) and must keep it in a tidy and clean condition. He is liable for any damage caused by him and other guests or visitors. Loss of the front door key will be charged EUR 250 (exchange of lock and keys).
23. If dishes have not been washed and put away upon departure, rubbish and/or food are left behind or have not been disposed of (incl. waste separation), furniture or kitchen appliances or sanitary objects are heavily soiled and/or the apartment has not been handed over in a swept clean condition, an extraordinary cleaning fee will be charged at the sole discretion of the landlord or his representative of up to EUR 200 together with any damage found will be offset against the deposit. The TV sets are taken over with the Live TV setting and must be returned in the same way. Personal settings must be deleted before departure. The hourly rate for necessary cleaning, adjustment or repair work is EUR 50.
24. The guest is not entitled to accommodate any other person in the apartment than the registered persons. The landlord is entitled to dismiss these people if necessary.
25. The landlord is entitled to terminate the guest accommodation contract with immediate effect and to demand immediate eviction by the tenant and the other guests if he seriously violates these booking conditions, the house rules and the duty of care incumbent on him, in particular in the case of noise pollution, disregard of the smoke and pet ban if he takes in other people, or if he willfully damages the holiday home and/or violates other obligations of a tenant. In this case, the guest is not entitled to request a partial repayment of the rental price.
26. The law of the Federal Republic of Germany applies. The place of jurisdiction is, as far as permissible, Hamburg.
27. When in doubt, the German text of these terms of booking and cancellation apply.