

# Ferienwohnung Schwarzwald-Alpenblick

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

## Terms of Booking and Cancellation

1. Please use the offer calculator on [www.schwarzwald-alpenblick.de](http://www.schwarzwald-alpenblick.de) (menu item "Preise & Buchen") and then send us your booking request subsequently. Herewith you accept the price calculated according to your information and the deposit.
2. With the booking request, the guest makes a binding offer to conclude a guest accommodation contract according to the offer calculator. Bookings are only possible with a uniform number of people for the entire booking period. By submitting a booking request, the guest accepts the validity of these booking and cancellation conditions as binding.
3. The guest accommodation contract is concluded when the landlord bindingly confirms the guest's booking request. Confirmation will be sent via email. The contractual partners are the landlord and the guest or, in the case of spouses, the guests. If a third party has ordered for the guest, he or she is liable to the landlord together with the guest as joint and several debtors for all obligations arising from this contract.
4. Terms of cancellation: Changes or cancellations must always be made in writing. A free cancellation or partial cancellation (persons or days) is generally not possible. Cancellations will be subject to the following fees:
  - a. Up to 12 weeks prior to arrival: 40% of the total price as contractually agreed (without final cleaning)
  - b. Up to 8 weeks prior to arrival: 60% of the total price as contractually agreed (without final cleaning)
  - c. Up to 4 weeks prior to arrival: 80% of the total price as contractually agreed (without final cleaning)
  - d. Until the day of arrival: 100% of the total price as contractually agreed (without final cleaning)

If the landlord can rent the holiday apartment to someone else for the same period after the cancellation, only EUR 100 will be charged as a processing fee. Additional services cannot be canceled. The booking amount or parts of it cannot be refunded if individual travel participants depart earlier or start their trip late or not at all. If the guests cannot start the trip due to government regulations, the booking can be postponed to another date with full credit for the rental price to be paid. We recommend taking out travel cancellation insurance.

5. With the booking confirmation, the guest receives a questionnaire from the landlord in which he/she provides the contact details, the names of all guests with their dates of birth and additional booking requests. This must be returned within 3 days. This data is necessary for drawing up the rental agreement as well as for registering with the local tourist administration and issuing the KONUS guest card for free use of public transport. The guest then receives the contract, these booking conditions, the inventory list and the list of defects according to No. 14 are part of this contract. The guest sends a signed copy of the contract back by email within 7 days.
6. 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.
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. Energy costs are included in the rental price. Final cleaning, bed linen with made beds for the booked number of people as well as hand and shower towels (1 piece per person) are optional services when booking via our homepage and cost a flat rate of EUR 100.00. This service is included in the price for inquiries/bookings via rental portals. If the rental period is longer than 13 days, interim cleaning and change of bed linen will take place every two weeks (charged at EUR 100 each).
9. The rental price is paid by bank transfer: 30% 3 days after booking, 70% at the latest 1 month before the start of the rental, for short-term bookings within the month before arrival, within 2 days of request. The guest pays bank fees for international transfers. Optional additional services can be booked:
  - a. Travel cot: EUR 5 per night, highchair: free
  - b. Early check-in from 12:00 if available: EUR 50, late check-out until 2:00 p.m. if available: EUR 50
  - c. Change of bed linen (sheet, duvet cover, pillows): EUR 15
  - d. Polyester beds/pillows for allergy sufferers on request (4 available): EUR 10 per person
  - e. Additional towels (50x100cm): EUR 3 per piece, additional shower towels (70x140cm): EUR 5 per piece

Service 9a can only be booked for the entire booking period. When booking via internet portals such as Fewo-direkt, the payment fees will be charged to the guest according to the receipt (max.3.5% of the rental price) and offset against the deposit.

10. As compensation for the tourist tax and the associated expenses, a flat rate of EUR 3.50 per person/night from 16 years or 2.00 per child/night (6-15 years) must be paid. Children under 6 years are free. If the stay is for work-related reasons, the guest can request an exemption from the tourist tax from the municipality. The tourist tax debt arises on the day of arrival and will be offset against the deposit after departure.

11. To provide the keys to the holiday apartment and as security for any damage or dirt to the rental property and the furnishings, the guest must transfer EUR 250 no later than 1 month before arrival or, for short-term bookings in the month before arrival, within 2 days of request. Deposit including tourist tax. The deposit minus the tourist tax according to No. 10 will be refunded by bank transfer within 7 days of departure, provided that the holiday apartment was returned in perfect condition with complete inventory and no defects were discovered and reported to the tenant until the final cleaning before the next guests arrived.
12. If the rental price payments and/or the guest's obligations according to Nos. 5, 9, 10 and 11 are not made on time despite the reminder without further information from the guest, the landlord is entitled to withdraw from the contract, to rent the holiday apartment to someone else and Compensation for damages is to be calculated in the amount of the cancellation fees according to point 4. Late payments made by the guest will be offset against the cancellation fees. The guest does not have access to the holiday apartment.
13. Check-in: Arrival from 4:00 p.m. Early arrivals from 12:00 (EUR 50 surcharge) can be arranged if there are no other guests departing on the day of arrival. Arrivals before 12:00 will be charged for a full night's stay. Check-in with apartment and key handover is contactless. Access is possible at any time via our key safe. The currently valid code will be communicated to the guest before arrival after all formalities and payments have been completed. After using it once, the key must be immediately returned to the safe as an emergency key. The check-in conversation takes place by telephone on the day of arrival. The guest calls the landlord for this. If the landlord's presence is necessary at check-in or during the stay for reasons for which the guest is responsible, EUR 50 will be charged per use.
14. The landlord hands over the holiday apartment to the guest in a clean and contractual condition. According to the inventory list, the inventory must be left to the guest complete and functional. Any defects existing upon handover are documented in the landlord's list of defects. The guest receives the following keys: 2x front door (including safe), 4x keys for windows and patio doors.
15. If further defects and complaints are found by the guest, the landlord will be informed immediately on the day of arrival 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.
16. Minor disruptions do not entitle the rent to be reduced. If devices such as TV, AV system, dishwasher, oven, washing machine, dryer, etc. If it cannot be used, this does not justify a reduction. Guests must tolerate disruptions caused by urgently necessary craftsmanship work (emergency repairs, maintenance) without reducing the rent.
17. The guest assures that he will not use the holiday apartment as a party location, including bachelor parties, and undertakes to observe and comply with the house rules. He ensures that he and the other guests do not cause any noise to disturb the peace, that waste is separated properly and that the holiday 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.
18. Pets and Emotional Support Animals (ESA) are not allowed. Smoking is not permitted in the holiday apartment (exception: terrace). In the event of violations, an extraordinary cleaning fee of EUR 200 each will be charged.
19. During the rental period, the guest is responsible for the rental property (including securing windows and doors) and must keep it in a neat and clean condition. He is liable for any damage caused by him, other guests or visitors. The loss of the front door key will be charged EUR 250 (exchange of lock, keys). Replacing other keys (window, room door) costs EUR 20 each.
20. Check-out: Departure by 10:00 a.m. Late departures up to 2 p.m. (EUR 50 surcharge) can be arranged as long as no other guests arrive on the day of departure. For departures after 2:00 p.m. a full night's stay will be charged. In the event of late departures that have not been agreed upon, after 30 minutes of waiting, EUR 50 per hour or part thereof will be charged. Check-out is contactless. 1 house key is hanging in the safe, 1 house key is left in the house, the front door is just locked.
21. If, upon departure, dishes are not washed and put away, garbage and/or food is left behind or is not disposed of in accordance with waste separation, furniture or kitchen appliances or sanitary objects are very dirty and/or the apartment is not handed over swept clean, an extraordinary cleaning fee of up to EUR 200 will be charged at the landlord's or his representative's sole discretion and deducted from 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.
22. 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.
23. The landlord is entitled to terminate the guest accommodation contract with immediate effect and to demand the immediate eviction of the tenant and all guests if he seriously violates these booking conditions, the house rules and the duty of care of a tenant incumbent on him, especially in the case of noise nuisance, disregarding the ban on smoking and pets when hosting other people and/or if he intentionally damages the holiday apartment. In this case, the guest is not entitled to demand a partial refund of the rental price.
24. The law of the Federal Republic of Germany applies. The place of jurisdiction is, as far as permissible, Hamburg.
25. When in doubt, the German text of these terms of booking and cancellation apply.