

Terms of service

about renting the holiday home "Fraeulein Meer - Miss Sea"

Version: 16.01.2023

§1 Subject

These terms of service govern the legal framework on the rental of the holiday home "Fraeulein Meer - Miss Sea" and the contractual relationship between the tenant and the property owners Sandra and Daniel Wilcke, Am Schragen 8, 14469 Potsdam.

§2 Rental object and keys

(1) The property owner shall rent to the tenant the following accommodation ("rental object"):

Ferienhaus „Fräulein Meer (Miss Sea)“
Sonnengarten 43
18573 Seebad Altefaehr, Germany

for the maximum of 6 persons and 2 children until the age of 4 years.

The rental object is a non-smoking object.

Pets are not allowed.

No commercial leasing, e.g. to workers.

(2) The rental object is fully furnished and equipped. Towels and bed linen are **included** for the booked number of persons. Optional 2 high chairs, 2 children beds and 1 bed guard are available free of charge.

(3) The tenant is entitled to use all the facilities of the house (except the attic) and the property during the rental period.

The tenant receives from the manager at the arrival for the duration of the rental period 2 front door keys, mailbox keys, outdoor water tap keys and summer house keys each.

§3 rental period, arrival and departure

(1) The rental shall cover the period from day of arrival until day of departure which is specified in the online booking process.

(2) The arrival shall take place from earliest 4:00 pm. The exact time of arrival is to be communicated to the manager before arrival. The contact information of the manager will be given in the booking confirmation.

(3) The departure shall take place until latest 10:00 am. The exact time of departure is to be communicated to the manager Mr. Frank Liedtke before departure.

(4) At the end of the rental period, the tenant must return the rental object to the manager or his representative fully vacated, well swept and in an orderly condition.

§4 prices, visitors' tax and payment apply

- (1) For the transfer of the rental object the property owner receives rent from the tenant in the amount, which is specified during the online booking process. The rental price **includes** the obligatory final cleaning.
- (2) The consumption costs for electricity, water and gas and an internet flat (Wi-Fi) are **included**.
- (3) **No security deposit** will be required at the day of arrival.
- (4) As of 01.01.2023, the Altefähr seaside resort has abolished the spa tax and introduced an overnight tax of 6% on the total rental price. This tax is **already included in the rental price**. An issuance of spa cards is therefore not applicable.
- (5) The tenant has to wire 20% of the amount as a down payment within 14 days after receiving the rental contract or the booking confirmation to the account given in the rental contract or the booking confirmation. The remaining amount is to be paid at the latest 4 weeks before arrival on the same account. If there are less than 28 days between the day of the conclusion of the contract and the day of the start of the rental period, the entire amount must be transferred to the named account immediately after conclusion of the contract.
- (6) If the tenant is in default of payment by more than 14 days, the property owner is entitled to terminate the contract without further notice and rent the object elsewhere.

§5 Cancellation and cancellation of stay

- (1) If the tenant cancels (terminates) the contract before the start of the rental period without naming a new tenant who enters into the contract on the same terms, the following pro rata rent shall be paid as compensation, taking into account the saved expenses, if another rental is not possible:
Cancellation
 - up to 49 days before the rental period: 10 % of the amount,
 - up to 35 days before the rental period: 30 % of the amount,
 - up to 21 days before the rental period: 60 % of the amount,
 - up to 14 days before the rental period: 80 % of the amount and
 - less than 14 days before the rental period: 90 % of the amount.
- (2) Nevertheless, the property owner makes every effort to rent the property elsewhere.
- (3) The tenant can prove a lesser damage at any time.
- (4) If the tenant breaks off the stay prematurely, he remains obliged to pay the full amount.
- (5) A cancellation or termination can only be made in writing. Decisive is the day of receipt of the declaration by the property owner.
- (6) It is strongly recommended to take out a travel cancellation insurance with the relevant insurance companies.

§6 Liability and obligations of the tenant

- (1) The rented property, including the furniture and other objects in it, are to be treated with care. The tenant shall urge the persons accompanying and/or visiting him to be careful. The tenant shall be liable for culpable damage to the leased property, the furniture or other objects in the leased property by him or persons accompanying him.
- (2) Defects that occur upon taking over the leased property and/or during the leasing period must be reported to the manager or landlord immediately in an appropriate form.
- (3) The keeping of animals in the leased property is not permitted.