

## **General Terms and Conditions (GTC)**

### **1. Object of the Contract and Contract Parties**

These GTC apply for the renting and placement of accommodations to guests by the renter David Jan Dilpert, Hauptstraße 16A, 88677 Markdorf, Germany, hereinafter called service provider.

The booking person as well as, if different, the guest are fully liable for all guests in the booked accommodation. This particularly includes complying with the GTC, the house rules and the German law. With the booking of the accommodation, the booking person as well as, if different, the guest agree to the present GTC.

### **2. Contract Closing**

2.1 With the booking, the booking person makes a binding offer to the service provider about the conclusion of a guest accommodation contract or travelling contract. The terms of reference are the basis and the content of this offer and are the booking basis. For evidence purposes the booking has to be done in written form or via the internet.

2.2 The offer is accepted by the booking confirmation from the service provider, which, in general, is sent after a short period of processing the booking. The booking confirmation requires no certain form. In case the content of the booking confirmation differs from the content of the offer, the booking confirmation represents a new offer to the booking person.

2.3 In case a guest or a third-party books for several persons, the booker is responsible for all contractual obligations of all guests if the booker has taken over this obligation through explicit declaration.

### **3. Booking**

3.1 The booking results in an accommodation contract between the guest and the service provider. It is the service provider's duty to ensure the availability of the booked accommodation beginning at the agreed point in time and for the agreed duration. In general, the booked accommodation is kept free until 6:00 pm at the arrival date unless otherwise agreed. The guest has to communicate the arrival time 2 days before the arrival date at the latest. In case of late arrival the guest has to inform the service provider early enough.

3.2 It is the guest's duty to take over the accommodation and to pay the agreed price for the accommodation. The guest is only allowed to use the accommodation for the agreed purpose and has to use the facilities with care and – if available – only under consideration of the usage rules and house regulations.

3.3 Bringing pets is only allowed after agreement with the service provider prior to the stay. Therefore, the species and size of the pet as well as the number of pets have to be given. The guest is liable for his pets under consideration of the rules on liability for animal owners.

3.4 Unless agreed otherwise, the accommodation may only be used by the guest and the persons given in the booking. A surrender of use to third-parties and especially the sublease is not allowed. The guest has to declare immediately possibly occurring defects, disturbances and interferences of use to the service provider.

#### **4. Service**

4.1 Contractually owed services result exclusively from the service description that was valid at the time of the booking (offer letter, catalogue or website) and from the content of the booking confirmation.

4.2 Collateral agreements that lead to a change in the contractually owed services require an explicit, written confirmation from the service provider.

4.3 Information about dates and events provided by the service provider that are not part of a concrete booking, might be changed and have to be asked instantly at the service provider/event organizer. The service provider does not assume any warranty.

4.4 Changes in bookings by the guest after expiration of the deadlines, can only be done by withdrawing from the contract and sending a new request at the same time – and only if the change is possible at all.

4.5 In case the guest does not pay the deposit and/or the final payment by the agreed payment date, the service provider may – after a reminder with setting a deadline – withdraw from the contract and charge cancellation costs.

#### **5. Prices**

The prices given in the booking foundations (catalogue, brochure, offer letter or websites) are final prices including the legally binding added value tax (VAT). They include all additional costs – unless otherwise stated or agreed between the different parties. Especially services that are usage-bound (e.g. for power, gas, water), the tourism levy or visitor's tax and costs for additional services may arise in addition to the booking price and are stated separately as accessory charges.

#### **6. Terms of Payment**

Unless otherwise agreed, the price for the booking and the deposit includes accessory charges, consumption and additional costs and has to be paid in advance. Refer to the invoice for payment deadline.

#### **7. Cancellation Conditions**

7.1 The booking person may withdraw from the contract at any time before the beginning of the booked service. In order to avoid misunderstandings, the declaration of cancellation has to be submitted in a written format via mail or e-mail. The already paid deposit will not be returned.

7.2 In case the booking person withdraws from the booking or does not make use of the service, the duty for the payment of the booking price generally remains in force. The already paid deposit will not be returned. The service provider will try to rent the accommodation otherwise in the course of his usual business, whereas he is not obligated to invest special efforts for alternatively rental.

7.3 The service provider strongly recommends the conclusion of an insurance contract for trip cost cancellation to avoid unnecessary costs at unpredictable hindrance.

## **8. Liability of the Service Provider**

The service provider is not liable for defaults that relate to the services that are not part of the contractually agreed main service, and, noticeable to the booking person, not part of a package offer of the service provider, and that have been arranged only as third-party service together with the booking of the package or during the stay (e.g. sports event, theater, exhibitions, excursion, etc.), and that are marked as third-party service. The service provider recommends the conclusion of an accident insurance.

The service provider cannot be held liable for any damage to persons in and around the rented accommodation.

## **9. Liability and Duties of the Guest**

- The service provider may make a copy of the guest's identity card.
- In the beginning of the rental period, the guest will get 1 key. The guest will be held liable in case the key is lost.
- The guest has to comply with the house rules posted in the rented accommodation.
- The legal silent periods have to be followed: noon, 12.00 am til 2.00 pm and evenings from 10.00 pm.
- Facilities and equipment have to be handled with care. Damages have to be reported immediately to the service provider. The guest is liable for the damages caused at the object or items on and in the object.
- In order to avoid damages at the rented object, the accommodation has to be ventilated periodically several times a day.
- Smoking as well as keeping pets within the building are not permitted – unless explicitly allowed by the service provider.
- The guest has to dispose the trash properly and following German regulations.
- The accommodation was properly handed over to the guest. At the end of the rental period the guest has to hand over again the accommodation in a clean and appropriate state, in time to the pre-defined check-out time. The kitchen has to be cleaned up and the cleaned dishes have also to be stored properly. A belated check-out or in case the accommodation was left in an inappropriate state will be charged separately.

## 10. Terms of Use of the Internet Access via WIFI

### 10.1 Provisioning of Internet Access via WIFI

The service provider provides internet access via WIFI in his rental property. The guest may use it during the rental period. Third parties must not use the WIFI. The service provider is not liable for the actual availability or suitability of the internet access. The service provider may allow access to the internet to additional users at any time fully, partially or timely restricted or may limit the access for the guest fully, partially or timely restricted or disable the access completely.

### 10.2 Login Data

The internet access is secured by password. The guest has to conceal the password and must provide it to others only after a preceding, written confirmation by the service provider. Third parties may use the internet access only after having provided their full identity details and after written confirmation of the present terms of use. The login data may be changed by the service provider at any time.

### 10.3 Limitation of Liability

We herewith explicitly point out that the internet access is unencrypted and that the access does not include any virus protection nor firewall – the data transfer is not secured. Therefore, transferred data can possibly be read by third-parties. Additionally, there is a potential risk that by using the WIFI and the internet access malware may be loaded onto the guest's devices. The guest uses the internet access at his own risk. The service provider is not liable for any damage on the guest's devices.

### 10.4 Release of Claims and Responsibilities

The guest is responsible for chargeable services and legally binding contracts he made use of by transferring data through the internet access provided by the service provider. Costs that incurred by visiting chargeable internet pages or by accepting other liabilities have to be paid by the guest. Additionally, the guest is obliged to follow applicable law by using the internet access. This particularity includes the following:

- The guest does not use the internet access to retrieve nor spread immoral or illegal content.
- The guest does not use the internet access to reproduce, distribute or to make available goods that are protected by copyright.
- The guest does not use the internet access for sending or distributing harassing, slanderous or threatening content.
- The guest does not use the internet access for sending mass emailings or for other prohibited advertising.
- The guest does not use the internet access for illegal, digital attacks towards servers or other internet users (like e.g. cyber attacks, sending phishing emails, etc.).
- The guest follows applicable regulations concerning youth protection.

In case damages or claims by third parties arise that are based on illegal use of the internet access provided by the service provider and/or because of violation of the present terms of use, the guest will keep the service provider free from any claims and damages. This also includes any costs and liabilities that refer to it.

## **11. Customer Data**

The personal data that you provide to us are processed and used electronically as far as they are required for the contract fulfillment. We would like to inform you about current offers in the future as long as you do not decline this usage explicitly. In case you do not want to receive information from us, please tell the service provider.

## **12. Place of Jurisdiction and Applicable Law**

The place of jurisdiction is the responsible district court at the service provider's place of residence.

For the underlying legal and contract relationship between the service provider and the booking person respectively the guests, who do not have a general residence or registered office in Germany, only German law is applied.

## **13. Final Clause**

The invalidity of single clauses does not result in an invalidity of the whole contract. The present General Terms and Conditions (GTC) and notes apply for the service provider David Jan Dilpert, owner of Dilpert Ferienwohnungen.

David Dilpert  
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