



SCHWARZWALD-LOUNGE  
*Ankommen. Durchatmen. Aufleben.*

# Terms & conditions (T&Cs)

Dear guest!

We are pleased to welcome you in our Black Forest holiday apartment and in our holiday house and cottage. We put a lot of thoughts and effort into preparing the holiday homes for your stay and hope that you enjoy your time with us.

The following general conditions regulate the rental of our holiday homes. With your booking you agree to our terms and conditions.

## 1. The lease contract

The lease contract for the Black Forest holiday home is concluded between you as a tenant and the landlord - Stefanie and Alexander Hartmann - as a fixed-term tenancy agreement. Subject to the contract is the temporary rental of a Black Forest holiday home for residential purposes.

## 2. Conclusion of the contract

The rental contract comes into existence with the written booking confirmation and the confirmed receipt of the to be paid upfront first installment in our bank account.

## 3. Arrival and departure

Unless otherwise agreed, the rental period usually begins at 15.00 CET in the Black Forest holiday apartment and at 17.00 CET in the Black Forest holiday house/cottage and ends on departure day at 10.00 CET.

## 4. Services, prices, payments and method of payment

The contractual services and duration are defined in the booking confirmation. The rental agreement includes the Black Forest holiday apartment or the Black Forest holiday home/cottage as described in the offer.

Included in the rental price is the rent for the apartment or house/cottage for the agreed number of persons, an appropriate number of towels, linen and sheets for the number of persons as well as Internet access/Wi-Fi.

The included costs for waste disposal in the rental price cover paper, glass, organic waste and packaging (yellow bag system). Germany applies a waste separation system.

The volume of residual waste is limited per holiday home according to the rental period. The included volume for residual waste is usually sufficient if the tenant applies waste separation. Additional garbage bags for residual waste can be purchased separately. We reserve the right to correct insufficient waste separation and invoice any required additional garbage bags with the final invoice.

Water, electricity, heating and optionally further in the booking confirmation agreed consumables ( e.g. firewood, coffee etc.) will be charged separately according to consumption.

We accept as payment bank transfer (SEPA), Mastercard, Visa and Paypal. Possible transaction charges or costs are deducted from the deposit or invoiced separately.

We request a first installment after booking. The balance is due 4 weeks prior to the rental date. A deposit is required as security for damages and consumables. If payments are not received as agreed, this can be interpreted as withdrawal of the tenant from the lease as described in item 5 of this agreement. In this case the described payments are due.

The deposit will be refunded after deduction of previously agreed consumable costs after departure if no damages to the interior or the holiday home are found.

The number of agreed persons in the holiday home must not exceed the in the booking confirmation agreed number.

## 5. Withdrawal, change, replacement of tenant

You can always withdraw from your booking. In this case we calculate as compensation the following prorated rent:

- After first installment and up to 30 days before arrival: 20% of the rental price
- Up to 14 days before arrival: 50% of the rental price
- Up to 7 days before arrival: 80% of the rental price

All cancellation must be received in writing. Relevant is the date of receipt of the letter of the landlord. In trip interruption while staying 100% of the contract price have to be paid. If the tenant does not cancel and does not arrive at the agreed date the same rules apply.

In case of no show of the tenant and no received cancellation the landlord can rent the apartment or house to another party 24 hours after the original agreed arrival date.

We recommend that you contract separate travel cancellation insurance. If you can not take your trip due to unforeseen events such as accident or illness or have to depart unscheduled this insurance will reimburse you a large part of the withdrawal cost. The insurance usually needs to be contracted no later than 14 days after booking.

## 6. Dissolution of the rental contract

If the rental contract can not be commenced due to unforeseen events such as natural disasters or political crises the landlord will reimburse the rental fee less than a service charge of EUR 50.00 and cancel the booking. Mutual legal claims then no longer exist.

## 7. Liability, damage report, duty to cooperate in developing damage situations

The tenant is responsible for a proper treatment of the rented apartment or the holiday house/cottage and is liable for all damages caused by him or accompanying persons during the rental period.

In case of damage, the landlord or other person designated must be notified immediately. Damage incurred will be deducted from the deposit paid. If the damage claims exceed the deposit amount, the remaining balance will be paid in cash on departure.

Should damages caused by the tenant during his renting period prevent or reduce the possible usage of the apartment or house/cottage, the tenant will compensate any consequential losses.

We strive always to keep the technical facilities in our apartment and house/cottage up-to-date and fully functional. When disturbances or malfunctions of technical facilities (heating, electricity, devices etc.) occur, the tenant must notify the landlord or the nominated person immediately. In no case, except after explicit permission of the landlord, the tenant will make repairs or changes to the facilities and devices (especially the heating system etc.). The tenant is responsible for any damage incurred and subsequent damages.

If the tenant detects by sudden occurrence any possible threat to the rented property (e.g. burst water pipe etc.), it is his obligation to do all that is reasonable to avert the damage or to keep it as low as possible or cooperate and contribute in helping avoiding or remedy the damage.

If the tenant loses a key to the property he has to bear the cost for replacement of a lock and key. If the landlord only after departure of the tenant detects the damage caused by the tenant, the resulting claims are deducted from the deposit or charged to the tenant separately.

Any usage of the rented property that is deviating from the agreed conditions legitimates the landlord to cancel the lease contract immediately. Any such cancellation does not reduce the agreed rental fee. The landlord reserves the right to cancel the contract without any possibility for claim for indemnity of the tenant if the holiday apartment or house/cottage cannot be used in case of force majeure.

The landlord is not liable in any form for the introduced good of the tenant and not for damages of property or people, which the tenant or any accompanying persons suffer by use of the rented property. The landlord is not liable for the use of toys, bikes, tools in the artist's workshop etc. provided. The tenant has the obligation to previously test any device for safety before using any provided device in the rented property. Especially the tenant has the obligation to test the functional capability of possible provided bikes etc. for road safety and to familiarize himself with the handling and German traffic rules.

The landlord is not responsible and in no forms liable for any damage suffered by non-permitted use of the barn or the property area.

## 8. Complaints

If you find any issues or the property is not for your fullest satisfaction, please contact our designated person or us immediately. We will immediately do our best to remedy the situation. Later complains cannot be accepted.

## 9. General, equipment

The Black Forest holiday apartments and the Black Forest holiday house/cottage are non smoking accommodations, so you may smoke outdoors only. The use of open flames is not permitted.

Pets are generally not allowed in our Black Forest holiday apartment and our Black Forest holiday house/cottage. Exceptions require the explicit permission of the landlord.

The use of tents and RVs are not permitted on the property. Exceptions require the explicit permission of the landlord.

The tenant is responsible for keeping the property clean. On departure the property has to be swept clean, the waste has to be separated and put into the appropriate container. The property area with garden has to be cleaned up and dishes stored in the dishwasher. The final cleaning is carried out by staff of the landlord and is included in the rental price.

## 10. Data privacy and data processing

The tenant agrees that the landlord, collects, processes and uses his contact data to fulfill the contractual agreed services. Contact data are the contact related personal information of the tenant and any accompanying persons that will be made accessible by the tenant; particular name, address, telephone numbers, age, bank account details and e-mail addresses.

This data will not be disclosed without the express consent of the tenant to a third party. The only exception is the disclosure of contact information to third parties (e.g. town tourist department for "Kurtaxe") if this is necessary for the purpose of fulfillment of the contractual services or the purposes of the qualified claims of third party to be allocated to the tenant (e.g. copyright violations on the Internet use of the tenant or state authority requests).

We point out that data transfer over the Internet (e.g. when communicating by e-mail) may be intercepted by third parties. A complete protection of data against access by third parties is not possible.

## 11. Use of internet access, Wi-Fi, telephone

The Black Forest holiday apartment or the house/cottage feature internet access and Wi-Fi access. The Black Forest cottage Brestenberg also features a telephone for local German landline access.

The tenant is responsible for all data transactions, legal transactions and by the tenant used non-commercial or commercial services. Does the tenant visit websites or services that incur costs, these costs are to be borne by the tenant.

The tenant is obliged and agrees to comply with the current German law when using the internet access or Wi-Fi access. He will in particular:

1. not use the internet access to retrieve or spread immoral or unlawful content
2. not violate any copyright by unlawful retrieving, copying or redistributing copyrighted material
3. follow the German child protection legislation
4. not distribute any harassing, defaming or threatening content
5. not use the internet access to distribute mass messages (spam) or other forms of inappropriate advertising
6. not use any file sharing websites or services, especially not start any such services for music and/or movie downloads from this internet access / Wi-Fi

The tenant releases the owner of the internet access from any possible damages and claims of third parties that result from the illegal use of the internet by the tenant or any accompanying persons or any breach of this agreement; this extends also to any measures and costs that are taken to prevent or avoid any subsequent damages.

Does the tenant detect or must he realize that such a breach or violation or threat is occurring or has occurred, he must notify the owner immediately.

For the phone the same legal conditions apply as for the Internet/Wi-Fi. The tenant ensures in particular to comply with the law in force in Germany. The tenant covers all costs that are incurred by non-agreed use of the telephone.

## 11. Severability

Should individual provisions of these general conditions be invalid, this does not touch the validity of the remaining provisions.

## 12. Place of performance, jurisdiction

Place of performance is the registered address of the landlord. Jurisdiction in disputes arising from this contract will be handled by the district court of Stuttgart .

A beautiful and relaxing holiday in the Black Forest holiday apartment or the Black Forest holiday house or cottage wish you

Stefanie and Alexander Hartmann  
Schwarzwald-Lounge