



Terms and Conditions

General terms and conditions (GTC's) for renting a holiday home by Tanja Tyslik (hereinafter referred to as the "landlord")

The following regulations apply when the contract is concluded for the holiday apartment named in the booking confirmation as agreed. The terms and conditions are available for download on the Internet at https://www.sichtweiten-auszeit.de/?page_id=530 or can also be sent by mail on request: Details and the complete equipment correspond to the information on the website: https://www.sichtweiten-auszeit.de/?page_id=315

1. Conclusion of a contract (rental contract)

With the binding booking of the holiday apartment via the landlord, which is made in writing by email, a corresponding contract is concluded, which becomes effective when all the required information is available and the booking has been confirmed by the landlord. The contractual relationship is deemed to be canceled if - as formulated in paragraphs 2 and 2a - the payment deadlines are not met.

2. Payment of the contract price

The contracting parties expressly conclude the payment of the rental / usage price by means of Personal check or credit card.

a. Payment deadlines

The down payment of the rent including additional costs (20% of the total rent) must be received by the landlord no later than 5 working days after the booking confirmation. The remainder of the rent including ancillary costs (80% of the total rent) must be received by the landlord no later than 30 days before the start of the journey. In the event of a short-term booking (from 30 days before the start of the trip), the travel price must be received by the landlord no later than 5 working days after booking confirmation or, in the case of a booking, within 5 days upon arrival in cash or by contactless payment by EC card. In this case you will receive additional information via email. A deposit is not required. The rental price does not include any local tourist tax. This must be paid on the day of arrival in cash or contactless by EC card. Every guest over the age of 18 is obliged to do so.

b. Payment deadlines for bookings via other portals

Was the booking made via a portal such as Booking. com, holidayinsider, e-domizil, etc. made, the conditions of the respective provider apply.

With all providers an invoice is issued by us and payment is also made to the account details given on the invoice.

The only exceptions are the two portals **Atraveo** and **Airbnb**. Here the payment is made directly to the respective provider.



3. Occupation of the rental property (arrival)

The tenancy begins on the day of arrival when the holiday home is taken over at the agreed times. You have read the [house rules](#) and are accepted by all guests.

4. Keys

The keys for the rental property will be given to the tenant on the day of arrival after submitting the booking confirmation. If a key is lost, this must be reported immediately. The costs for the necessary replacement of the locking system are to be borne by the tenant

5. Departure

On the day of departure, unless otherwise agreed, the apartment must be returned to the landlord or a person appointed by him in a proper, clean and undamaged condition (excluding final cleaning), in accordance with the agreed agreements and the stipulations of the [house rules](#), by 10:00 a.m. Doors and windows must be closed and the heaters turned on *. All keys are to be handed over personally. The landlord or his agent has the right to carry out a detailed inspection and, if necessary, carry out an acceptance procedure. This can take place up to 5 days after departure, as long as it was not rented out during these days.

6. Persons

The rental property is only made available for the contractually agreed persons according to the booking. Subsequent changes require the lessor's written permission. This applies in particular to overnight stays by other people. In the event of non-compliance, the landlord is entitled to expel people not listed in the booking from the holiday home. Incidentally, violations can give rise to any claims for damages.

7. Pets, smoking

Bringing pets is allowed. Smoking is generally NOT permitted in the apartment or in the building. Outside, the ash and all remains are to be disposed of immediately. See also the [house rules](#) in the apartments and on the website www.sichtweiten-auszeit.de.

8. Maintenance of the holiday homes

The tenant undertakes to treat the rented space and its inventory with care and to protect it from any damage. The tenant must compensate for any damage to the holiday home and the property or any shortages in inventory during the rental period, unless he can prove that he himself or the people accompanying him are not to blame for the damage or the shortage . The tenant must notify the landlord immediately of any findings regarding the incompleteness of the inventory or existing or occurred defects in the rental property, otherwise the landlord is entitled to claims for compensation based thereon. Any defects and incompleteness will be recorded in writing and / or in pictures by the landlord and reported to the tenant (s) up to 1 week after departure and invoiced.

9. Obligations of the landlord



With the effective conclusion of the contract, the landlord is obliged to provide and hand over the rental property in accordance with the contract. If, despite all due diligence on the part of the landlord or due to circumstances for which the landlord is not responsible (storms, fire, explosion, damage to the house, vandalism, etc.), the holiday home cannot be used by the tenant as agreed, the landlord is only liable in the amount of agreed and paid rental price. The landlord is not liable for damage that lies outside his area of responsibility, in particular on roads and paths in the area, when using objects and vehicles of the landlord and other people or during activities, gardening and construction work (including roadwork etc.) in the neighborhood and surroundings.

10. Reversal of the contract

In the event of withdrawal, the tenant must pay the landlord the following reimbursement of expenses:

- up to the 14th day before departure 50%
- up to the 6th day before departure 80%
- up to the 2nd day before departure 90%
- on the day of departure or
if the trip is not started 100%

The receipt of the written declaration of withdrawal by the landlord is decisive (email is sufficient). In the event of a withdrawal and a possible and simultaneous rebooking, the tenant is liable for the necessary processing costs of € 30.00 with a lump sum. The premature departure of the tenant (s), which is to be reported to the landlord, or the arrival of fewer guests than booked, does not entitle to assert claims for reimbursement or compensation. In this case, too, the tenant owes the entire agreed rent. If the tenant withdraws from the contract and at the same time provides a new tenant who declares in writing that he will accept the agreed conditions, the landlord will issue a new booking confirmation.

11. Terms of Use

The [house rules](#) laid out in the holiday apartment are part of the general terms and conditions.

12. DSL / WLAN

If an available DSL Internet connection or a WLAN network is used, the separate **WLAN usage rules** must also be taken into account.

13. Place of jurisdiction

The competent local court or regional court belonging to the judicial district is responsible for any disputes arising from the contractual relationship.