



Wassergasse 11

REGENSBURG

General Terms and Conditions 2022

We make the vacation apartment available to you on our benefit and risk. For the rental of our vacation apartment these booking conditions always apply, together with the house rules and the rental agreement ("contract"). Travel agencies, internet portals and other booking offices can also arrange the use of the vacation apartment solely on this basis. Should you as the tenant decide to purchase additional services or products, or should you be offered additional services or products, such as cleaning, this shall constitute a separate contract for these services and products between you as the tenant and the house owner or the provider of the additional services/products. They are not the subject of these General Terms and Conditions, which alone regulate the contract for the rental of the vacation apartment.

1. IN GENERAL

Before departure, you will receive the rental documents by e-mail, which include, among other things, a description of how to get there and an explanation of how to gain access to the rented apartment. As a tenant, you must be at least 18 years old at the time of booking. If you are booking for a youth travel group, you must be at least 25 years old at the time of booking.

2. RENTAL PERIOD

Arrival from 15:00 and departure no later than 10:00 determine the beginning and end of the booked period. On the day of departure, the apartment must be vacated no later than 10:00. The handing over of the keys is replaced by the access code and always assumes that you have made all payments to us and have presented us your photo ID.

3. VACATION APARTMENT

3.1. Intended use and size specifications: Unless otherwise agreed with us, the vacation apartment may only be used for vacation purposes and overnight stays. In addition, any other use of any kind, especially commercial, must be agreed with us in advance and approved by us

The living space is not decisive.

3.2. Number of guests: The apartment may only be used by the maximum number of people for which it was booked. This includes children of all ages. If the apartment is used by more than the maximum number of people allowed, we can demand their leave without notice. If the tenant does not comply with this request within 2 hours, the contract will be terminated with

immediate effect and all travelers must leave the apartment immediately without further request and without repayment of the usage fee. We prefer to rent to families and couples. Renting to youth groups, where all travelers are under 25 years of age, as well as to bachelorette and bachelor parties is excluded. In case of non-compliance, the contract will be terminated with immediate effect and all travelers must leave the vacation apartment immediately without further request and without repayment of the usage fee. For travelers under 18 years of age, the consent of the legal guardian is required. For this purpose we will send you a corresponding form after successful booking.

3.3. Access/key code: the access code transmitted before arrival may only be passed on to registered guests. Passing on to third parties, persons not known to us, is not permitted.

3.4. Pets/Dogs and Allergies: pets/dogs are not allowed in our apartments. However, we cannot guarantee that pets have never stayed in this vacation apartment. We can therefore not take responsibility for allergic reactions

3.5. Noise: there may be unexpected noise due to construction work, traffic, revelers on the banks of the Danube or the like all around Wassergasse 11. We cannot take any responsibility for this.

3.6. Internet: The connection is offered wirelessly. However, this is a voluntary service provided by the homeowner, which is also influenced by local conditions of signal coverage. We cannot accept responsibility for problems arising from poor signal, overload, cable problems or insufficient data flow. You may only use the Internet access if you are of legal age and strictly comply with the applicable laws in the context of such use.

3.7. Smoking: Smoking is not allowed inside the apartments. However, it must not be concluded from this that there has never been any smoking here at all before. If you disregard the smoking ban, you will have to pay a fee of EUR 400.

4. PRICES AND PAYMENTS

Our prices are in EURO (EUR) per apartment and day. Your booking is - no matter how and where it is made - immediately binding. If the system has accepted your booking, you will receive a booking confirmation with the request to pay the total price in one or two installments according to the rules below. We will send the access code after receiving the total price by e-mail or SMS at the latest one day before arrival.

4.1. If you book via a portal and not directly via our website, or us directly the payment will be processed via the selected portal.

4.2. The total price (100%) is to be paid after invoicing by the landlord 6 days before arrival.

If the payment deadlines are not met, this will be considered as non-fulfillment of the lease, which entitles us to terminate the existing lease without prior notice. However, we will try as far as possible to inform the tenant before termination. Termination of the rental agreement for this reason does not release the tenant from the obligation to pay the rent and is carried out according to point 7.8

4.3. Payment method

Payment is made by bank transfer or you can use the payment method via PayPal..

5. PRICES

The prices stated on the internet are final prices incl. fixed, obligatory additional costs.

6. TAXES AND DUTIES

In the event of tax increases or the introduction of new taxes or levies, we shall be entitled to increase or reduce the amount invoiced to the tenant based on appropriate evidence

7. CANCELLATION AND REBOOKING

7.1. Cancellation of direct bookings or bookings via our website

Cancellation can only be made in writing and is only valid after receipt by us.

7.2. Cancellation fees

- a) from the day of booking and up to 6 days before the beginning of the rental period, no cancellation fees will be charged
- b) from 5 days before the beginning of the rental period 90 % of the total rental amount has to be paid.

If we do not receive a written cancellation, 90 % of the total rental amount will be forfeited, even if the rented apartment is not occupied. However, you are at liberty to prove that the damage incurred by us as a result is less or not incurred at all.

7.3. If the vacation apartment can be used again at the full price after cancellation, the fees mentioned in point 7.2 can be reduced to 25% of the total price - however, at least EUR 75 fee remains.

If the vacation apartment cannot be re-let at the full price after cancellation, the fees stated in point 7.2 shall apply.

7.4. Rebooking

- a) From the day of booking up to 6 days before the beginning of the rental period there is no rebooking fee.
- b) From day 5 before the beginning of the rental period a fee of 25% of the accommodation price will be charged - but at least 75 €. Furthermore, depending on the respective booking period, a price difference can arise due to the rebooking, which can lead to an additional or minimum price.

7.5. The periods in points 7.2 and 7.4 are separated by the preceding midnight.

7.6. Cancellation of bookings via a booking portal e.g. Booking.com, Airbnb

Cancellation must be made via the respective booking portal.

7.7. The cancellation conditions agreed upon at the conclusion of the contract shall apply.

8. CONSUMPTION COSTS

The consumption costs for electricity, water and the costs for the internet are included in the rent.

The apartment will be preheated to 15 degrees in the period from 01.11. to 31.03. before your arrival, provided that you have ordered this at least 3 days before arrival.

9. ADVANCE PAYMENT AND DEPOSIT

When renting the vacation apartment a deposit is to be paid. The deposit is EUR 200,- per apartment and serves as security in case of damage to the apartment.

Should there be a claim as a result of the set-off, you will be charged for it. In case of a youth group (defined in § 3.2) or all other groups of more than 6 persons (except families and couples) the deposit increases to EUR 800. If the vacation apartment is rented for more than 30 days or for a purpose other than vacation, the deposit amounts to 2 months gross rent.

10. DAMAGES

Please treat the apartment entrusted to you with care and return it on departure in the same condition in which you found it on arrival. Ordinary wear and tear as a result of intended use

may occur naturally. However, you are responsible for any damage to the interior and exterior of the house during the booked period, caused by you or the persons to whom you have given access to the apartment. However, we exempt you from liability for small damages up to the amount of EUR 135, if you have indicated these damages before your departure on the damage form available in the apartment with signature. Damages to the house inside and outside must be reported immediately. We will only claim for possible damages within 4 weeks after departure, if these were either named in the damage form or could have been recognized with due diligence - unless the tenant acted fraudulently. After each change of tenant we check the vacation apartment inside and outside for defects and damages.

11. WARRANTY AND REMEDY

The vacation home will be handed over to you free of defects. If you nevertheless find insufficient cleaning, damage or defects, it is your responsibility to complain about these circumstances immediately, otherwise it is assumed that the vacation home has been handed over free of defects and the right to complain is thus forfeited. Above all, cleaning defects must be reported as soon as possible. Other damages and defects must be reported no later than 72 hours after moving into the vacation home. To contact us, please call 0941/56997752 (available Mon-Fri from 6 am to 8 pm, Sat from 8 am to 6 pm and Sun from 9 am to 6 pm). A complaint by e-mail (kontakt@wassergasse11.de) is also possible. Meanwhile, urgently do everything to mitigate the damage. We have the right to remove the defects. Again, you must allow a reasonable period of time for this. However, if you leave before this time, you do so at your own expense and risk. Claims must be made in writing no later than 14 days after the end of the contract.

In the context of a claim for damages, only direct damages are covered, but not consequential damages. We are not liable for these as well as immaterial damages.

12. FORCE MAJEURE AND/OR EXTRAORDINARY EVENTS OR CIRCUMSTANCES

12.1. If we are prevented from making a reservation due to force majeure and/or other extraordinary events (including but not limited to natural disasters, floods, environmental disasters, drought, other extraordinary weather conditions, epidemics, pandemics, quarantine measures, closure of borders, sealing off of geographical areas, food shortages or rationing, traffic conditions, interruption of currency trade, strikes, lock-outs and whether or not the force majeure and/or the other extraordinary events or circumstances were foreseeable at the time of booking) are prevented or materially hindered from performing our obligations under this Agreement, then we shall be entitled to terminate this Agreement. In this case we are not liable for the non-performance of the contract.

12.2. We are not liable for changes in circumstances that are not related to the vacation home. We are also not liable for damages due to lost vacation or lost vacation enjoyment due to circumstances resulting from but not limited to road works or construction works near the vacation property, power outages, closure of businesses including changed opening hours, and changed weather conditions including but not limited to floods, forest fires and drought.

12.3. We are not liable for cases of insect infestation in the vacation home or on the property, nor for cases of theft or damage or similar events with regard to the property of the tenant..

13. FURTHER DETERMINATIONS

13.1. The right of withdrawal in accordance with the law does not apply to these booking conditions.

13.2. The apartments are provided according to the booking sequence.

13.3. We are not responsible and cannot be held responsible for printing errors, transmission errors, obvious mistakes as well as obvious calculation errors, especially in pricing.

13.4. You hereby confirm that you have read the "House Rules" on our website, which are also part of the General Terms and Conditions - and thus also become the basis of the contract when booking.

14. OUR PRIVACY POLICY – YOUR RIGHTS

We process all data named by you at the time of booking because they serve the purpose of processing the contract and only this enables you to use the booked vacation apartment.

We also process this data in order to provide you with good product experiences afterwards. After completion of your trip, the data is stored because we assume that you will continue to book a vacation apartment through us in the future.

We will pass on your data to the cleaning company or credit card companies, banks or insurance companies, if this is necessary for the fulfillment of the contract or the security of the payment method, or if required by law.

We process your data within the European Economic Area, but again only to the extent necessary and to ensure the high European level of data protection.

We keep your data for as long as required by the contract or applicable legal norms. You have the right to be informed about which of your data we hold and to receive a copy. You also have the right to request a change to data that has become incorrect, as well as deletion if the justification for fulfilling the contract has ceased to apply or if the storage of the data violates the law for other reasons.

15. OUR PRIVACY POLICY – YOUR OBLIGATIONS

In connection with your booking, you will also receive personal data, if necessary. You must also comply with the applicable data protection law: the data disclosed to you are intended solely for you and must be treated with discretion. They must not fall into the hands of third parties, must be protected against loss, destruction and damage and must be destroyed after the end of the trip.

We are glad that you are here and wish you a nice and relaxing stay at the

