



Turm zu Schloss Schedling

F E R I E N W O H N U N G E N

1. Conclusion of the guest accommodation contract

1.1 By making a booking, the guest makes a binding offer to the landlord to conclude a guest accommodation contract. The booking can be made verbally, in writing, by telephone or by e-mail.

1.2 The guest accommodation contract is concluded upon confirmation of the booking by the landlord. The booking confirmation is made in writing and is sent to the guest making the booking by e-mail or post.

1.3 The booking is also made by the booking guest for all persons listed in the booking. The booking guest assures that he/she is authorized and entitled to represent the persons listed in the booking. He also recognizes this guest accommodation contract for the persons registered by him in the booking.

1.4 All correspondence shall be sent by e-mail and only in exceptional cases by post. The guest and landlord shall provide a valid e-mail address for this purpose and recognize the legally binding nature of correspondence sent by e-mail.

2 Services and prices

2.1 The prices stated in the Landlord's offer are final prices, including statutory VAT and all ancillary costs, unless otherwise stated.

The prices quoted are per apartment and night. Additional services requested by the guest, such as a breakfast delivery service, will be charged directly to the guest by the relevant service provider.

2.2 The services owed by the landlord result exclusively from the content of the booking confirmation in conjunction with the information on the Internet.

2.3 The advertising of the vacation apartments by third parties, e.g. in journals, travel guides, books, etc., does not constitute the basis of a performance obligation owed by the Landlord.

3 Payment

3.1 Upon receipt of the booking confirmation, the guest is obliged to pay a deposit of 50% of the total price of the stay within 10 days, unless otherwise agreed in the booking confirmation.

3.2 The remaining 50% of the agreed total price of the stay is due 10 days before arrival, unless otherwise agreed in the booking confirmation.

3.3 Payment transactions shall be made exclusively in euros.

3.4 If the agreed payments are not made on time, the landlord is entitled, after an unsuccessful reminder with a deadline, to withdraw from the contract and to demand compensation in accordance with section 3.2. The reminder shall be sent in writing by e-mail to the e-mail address specified by the guest in accordance with Section 1.4. The reminder shall be sent by post to the address specified by the guest.

4 Locking system

4.1 The entire tower of Schedling Castle is equipped with a locking system. If keys are lost, the entire locking system must be replaced.

4.2 The guest undertakes to keep the keys provided carefully. In the event of key loss, the guest is fully liable for any damage incurred.

The loss of keys must be reported to the landlord immediately.

4.3 The landlord recommends that guests take out adequate private liability insurance to cover themselves in the event of the loss of keys.

5 Withdrawal

5.1 The conclusion of the guest accommodation contract obliges both contracting parties to fulfill the contract. A unilateral withdrawal from a binding booking by the guest free of charge is generally excluded.

5.2 In the event of withdrawal, the Landlord's claim to payment of the agreed accommodation price shall remain in force.

5.2.1 Cancellation 30 days before the start of the rental period until the start of the rental period:

Fee incurred amounting to 90% of the total price of the stay

The landlord shall endeavor to let the vacation apartment to another tenant, but without any obligation to increase efforts and while maintaining the rental conditions. In the event of success, the landlord is obliged to offset the income from the new letting against the claim for fulfillment.

If no other letting is possible, the expenses saved shall be offset against the claim for fulfillment. The value of the expenses saved shall be set at a flat rate of 10% of the agreed price of the stay.

5.2.2 Cancellation up to 90 to 30 days before the start of the rental period:

Fee incurred amounting to 50% of the total price of the stay

5.2.3 Cancellation up to 90 days before the start of the rental period:

Fee of 30% of the total price of the stay.

5.3 The declaration of withdrawal must be made in writing and sent by e-mail to the e-mail address specified by the Lessor in accordance with Section 1.4. The declaration of withdrawal must be sent by post to the Lessor's postal address.

5.4 The Rental Firm recommends taking out travel cancellation insurance. For example, ADAC travel cancellation insurance.

6 Defects in the rental service

6.1 The Landlord is liable for the proper provision of the contractually agreed service. If the rented accommodation has a defect that goes beyond a mere inconvenience, the guest must notify the landlord or his representative of the defect immediately in order to enable the landlord to remedy the defect. If the guest fails to do so, he/she shall not be entitled to any claims for non-fulfillment of the contractual services.

7 Liability

7.1 The contractual liability of the landlord for damages that are not physical injury, including damages due to breach of pre-contractual, ancillary and post-contractual obligations, is limited to three times the price of the stay, unless the damage is due to a grossly negligent or intentional breach of duty or a negligent or intentional breach of typical contractual obligations of the landlord. The same applies if the damage suffered by the guest is due to the fault of a legal representative or vicarious agent of the landlord.

7.2 The landlord is liable for items brought in by the guest in accordance with the statutory provisions (BGB §701ff).

8 Statute of limitations

8.1 Contractual claims as well as claims for damages arising from the guest accommodation contract and claims arising from tortious acts shall become time-barred after three years.

9 Choice of law and place of jurisdiction

9.1 German law shall apply.

9.2 The exclusive place of jurisdiction for legal action by the guest against the landlord is the landlord's registered office.

9.3 For legal actions brought by the landlord against merchants, legal entities under public or private law or persons who have no general place of jurisdiction in Germany or who have moved their domicile or usual place of residence abroad after conclusion of the contract or whose domicile or usual place of residence is not known

at the time the action is brought, the registered office of the BHB is agreed as the exclusive place of jurisdiction.

10 Invalidity of individual provisions

10.1 Should any of the above provisions be or become invalid, the remaining provisions shall nevertheless remain valid and the validity of the contract shall remain unaffected.

11 Reference to EU dispute resolution

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at www.ec.europa.eu/consumers/odr. You can find our email address in our legal notice. We are neither obliged nor willing to participate in the dispute resolution procedure.