

# La Fuente

La Fuente Townhouse  
Carrer De Sa Mar 28; Sóller, Mallorca

## General Terms and Conditions

Berlin, 08.06.2018

### § 1 Validity of the General Terms and Conditions

- (1) These General Terms and Conditions for Guest Accommodation apply to contracts for the renting of the holiday home for accommodation. The services of the provider are based exclusively on these General Terms and Conditions.
- (2) The subletting or re-letting of the leased holiday home and its use for purposes other than residential require the prior written consent of the provider.
- (3) Terms and conditions of the guest apply only if they have been agreed in advance. Deviations from these conditions are only effective if the provider has expressly confirmed them in writing.

### § 2 Accommodation contract

- (1) The accommodation contract is concluded when the provider confirms the booking request of the guest by telephone or in writing by mail, e-mail and/by fax and thus accepts the booking (application acceptance).
- (2) The contracting parties are the provider and the guest. If a third party has ordered for the guest, he is liable to the provider together with the guest as joint debtor for all obligations under this contract, provided that the provider receives a corresponding declaration from the third party.
- (3) The guest is obliged to check the booking confirmation for accuracy. If the booking confirmation deviates in content from the booking request and the guest does not raise objections immediately, the content of the booking confirmation is deemed to have been agreed by contract.

### § 3 Services, prices, payment, offsetting

- (1) The provider is obliged to keep ready the holiday home booked by the guest and to provide the agreed services.
- (2) The guest is obliged to pay the applicable or agreed prices of the provider for the handover of the holiday home and the provision of other services used by him. This also applies to the guest's services and expenses of the provider to third parties.
- (3) All prices include the respective statutory value added tax.
- (4) The guest is obliged to provide truthful information about the number of persons occupying the holiday home. The apartment is available for a maximum of the number of persons mentioned in the booking confirmation according to § 2 (1). The occupancy of an additional number of persons requires the prior written consent of the provider. The price of renting the holiday home increases in this case to the price generally charged by the provider in the ratio of the anticipated occupancy to the actual occupancy.
- (5) The amount shall be paid as follows:
  - The deposit of 25% is to be paid within 8 days to the account specified by the landlord in the booking confirmation.
  - The remaining payment must be made to the same account four weeks prior to departure.
  - If the time between departure and confirmation of booking is less than four weeks, the entire amount must be paid immediately.
  - If the lessee is in arrears with the deposit or the remaining payment, the lessor is entitled to terminate the contract without notice for no further reason and to rent the rental property to another party.
  - Cleaning costs (§ 4 (9)), tourist taxes (§ 4 (10)) and agreed security deposits (§ 4 (3)) are paid in cash on site when the keys are handed over.

(6) The guest can only offset an undisputed or legally established claim against a claim of the provider.

## § 4 General rights and obligations; house rules

- (1) The guest has to treat the leased holiday home and its inventory with care. The guest is obliged to comply with the house rules and to hold the night's rest from 22:00 hrs. to 07:00 hrs. During this time the utmost respect must be paid to the neighbours. All TVs and audio equipment must be set to room volume.
- (2) For the duration of the rental of the holiday home, the guest is required to keep closed windows and doors when leaving the holiday home to regulate all radiators on low level, and to turn off lights and technical equipment.
- (3) The keeping of pets of any kind is not permitted in the holiday home.
- (4) A strict ban on smoking applies in the holiday home. In case of violations, the provider may charge a cleaning fee of up to € 200.00 (net). Smoking is allowed on balconies and terraces only.
- (5) Internet use is permitted after conclusion of an Internet usage agreement with an indication of the passport number, provided that this does not violate the legal regulations. Punishable acts (in particular unlawful downloads, page views) will be reported and prosecuted. The guest is solely liable for any illegal use of the Internet.
- (6) The installation and/or attachment of materials for decoration or the like is not allowed in the apartment. Nevertheless, the guest is solely liable for installed and/or attached decorations or the like, and shall keep the provider harmless from third party claims. He shall also be obliged to pay compensation for damage caused by the installation and/or attachment of decoration or similar.
- (7) The provider has a permanent right of access to the holiday home, especially in case of imminent danger. The privileged interests of the guest must be given due consideration when exercising the right of access. The provider shall inform the guest about the exercise of the right of access in advance unless this is impracticable or impossible for him in the circumstances of the individual case.
- (8) The security deposit is charged according to § 7 (3).
- (9) The cleaning costs amount to € 250.00 per stay.
- (10) The tourist tax is levied locally according to current legislation.

## § 5 Withdrawal from the contract (countermand/cancellation)

- (1) Withdrawal of the guest from the contract concluded with the provider requires the written consent of the provider. If this is not the case, the agreed price from the contract must be paid even if the customer does not make use of contractual services. This does not apply in cases of delay in performance of the provider or an impossibility of service provision for which he is responsible.
- (2) Without triggering payment or damage claims of the provider, the guest may only withdraw from the contract if the possibility of withdrawal has been agreed in writing between him and the provider by a certain date. This right of withdrawal of the guest expires if he does not exercise his right of withdrawal vis-à-vis the provider by the agreed date unless there is a case of default by the provider or an impossibility of service provision for which he is responsible.
- (3) Without triggering payment or damage claims of the provider, the guest is entitled to cancel up to 30 days before arrival, otherwise according to the following conditions:

Cancellation at the latest by	Amount of the price of the overnight accommodation to be paid
30 days before arrival	0 %
25 to 29 days before arrival	20 %
15 to 24 days before arrival	40 %
10 to 14 days before arrival	60 %
5 to 9 days before arrival	80 %
< 5 days before arrival	100 %

Cancellations must be made in writing to the provider unless the provider agrees to a verbal cancellation. The cancellation day is the date of receipt of the cancellation by the provider.

- (4) If a holiday home is not used by the guest, the provider has to offset the income from other rental of the holiday home as well as the expenses saved.
- (5) If the guest does not turn up at the latest by 22.00 hrs. on the day of arrival or at the latest 60 minutes after a later date agreed in accordance with § 7 (1) without having cancelled, the contract is deemed to have been cancelled. § 7 (3) shall be applied accordingly.
- (6) If a right of withdrawal of the guest within a certain period in accordance with § 5 (2) has been agreed in writing, the provider is in turn entitled to withdraw from the contract if inquiries from other guests about the contractually booked holiday home and if the guest, at the request of the provider, does not waive his/her right of withdrawal.
- (7) Furthermore, the provider is entitled to withdraw from the contract for objectively justified reasons or to terminate it extraordinarily if, for example, a) force majeure or other circumstances for which the provider is not responsible make the fulfilment of the contract impossible, b) the holiday home was booked on the basis of misleading or incorrect representation of important facts, e.g. in the person of the guest or regarding the purpose, occupancy or the accommodation of animals, c) the holiday home is used for purposes other than for residential purposes, d) the provider has reasonable cause for assuming that the use of service endangers the security or the peace of the of other guests in the holiday home, or that of the neighbours, or damages the reputation of the provider among the public, without this being attributable to the domain or organisation of the provider.
- (8) The provider must notify the guest immediately that he is exercising the right of withdrawal or termination. In the cases described in § 5 (7) a), the provider must immediately reimburse rental payments already made and/or advance payments. In the case of justified withdrawal or justified termination by the provider, no claim can be made by the guest for damages. The guest must reimburse the provider for all damages for which he is responsible due to a withdrawal or an extraordinary termination described in § 5 (7).

## **§ 6 Liability; limitation**

- (1) The provider is liable for his obligations arising from the contract. The liability is limited to malicious intent and gross negligence on the part of the provider, if and insofar as his liability is not absolutely unlimited according to the legal provisions. Should faults or defects in the services of the provider occur, the provider will endeavour, with knowledge or immediate notification of the guest, to eliminate the fault or the defect. The guest is obliged to do his/her best to eliminate the fault or defect and to minimise possible damage.
- (2) The provider is not liable for any items brought in by the guest; they are not considered as brought in items within the meaning of §§ 701 f. of the German Federal Code. A liability of the provider according to these regulations is therefore expressly excluded. This also applies expressly to valuables that the guest keeps in the holiday home and/or leaves behind.
- (3) The guest is liable for all damage that he/she, his/her fellow travellers or his/her visitors in the holiday home and/or the inventory of the holiday home culpably caused. Private liability insurance is recommended for the guest. The guest is obliged to inform the provider of damage immediately.
- (4) Claims of the guest expire in six months unless the provider is liable for malicious intent. Claims of the provider expire in the respective statutory period.

## **§ 7 Arrivals and departures; late vacation of the premises**

- (1) The holiday home will be available on the date of arrival from 16:00 hrs. onwards. Guests must arrive up to 22:00 hrs. unless a later arrival time is expressly agreed in advance with the provider.
- (2) The guest is obliged to present the supplier with his/her valid identity card or passport upon arrival and hand over a copy.

- (3) If a deposit is agreed, the guest must pay the agreed deposit in cash on arrival. The provider will refund upon timely vacation of the holiday home and the return of all keys on the day of departure, provided that no damage has been caused to the holiday home by the guest. In the event of any further damage to the holiday home and/or the inventory, the guest shall pay immediately the required amount in cash for the damage (§ 249 Para. 2 of the German Federal Code).
- (4) On the day of departure, the guest must hand back the apartment no later than 10:00 hrs. a.m.
- (5) If one or more keys have been lost, the guest must pay the provider compensation for them to be remade and, if necessary, for the installation of new locks/a new locking system.

## **§ 8 Data protection**

The personal data provided by the guest will not be divulged by the landlord to third parties unless this is required for the execution of the contract.

## **§ 9 Final Provisions**

- (1) Amendments or supplements to the contract, the acceptance of the application or these General Terms and Conditions should be made in writing. Unilateral amendments or supplements made by the guest shall be without effect.
- (2) The place of fulfilment and payment is Germany, and the place of jurisdiction for tenancy law is Berlin, and the place of general jurisdiction is Berlin.
- (3) Only the law of the Federal Republic of Germany applies to the contract.
- (4) These General Terms and Conditions (GTC) are intended exclusively for the use of the guest. Commercial use by third parties is expressly objected to.
- (5) Should one of the above provisions be or become invalid or void, this shall not affect the validity of the remaining provisions. The ineffective provision shall be replaced by a provision which comes closest to the purpose of the provision to be replaced. In addition, the statutory provisions apply.