



General Terms and Conditions (GTC)

for the rental of the holiday apartment of **T&T Vermietung BKL GbR**

This English version is provided for your convenience. The contract language is German. In the event of any discrepancy or question of interpretation, the German version ("Allgemeine Geschäftsbedingungen") is authoritative.

Our address (administration): Talweg 14, 07639 Bad Klosterlausnitz, Germany

Address of the rental property: Talweg 14 (or address of the holiday apartment), 07639 Bad Klosterlausnitz, Germany

Represented by: Tina Grätscher, Tony Grätscher

Contact: Phone: +49 171 7720722 (between 22:00 and 06:00 only in urgent emergencies) · Fax: +49 36601 935658 · E-mail: info@fewo-bad-klosterlausnitz.de · Website: www.fewo-bad-klosterlausnitz.de

§ 1 Scope, House Rules and Rental Property

1. **Scope:** These General Terms and Conditions (GTC) apply to all contracts for the rental of the holiday apartment for accommodation purposes and to all further services provided by the Landlord in this connection for the Tenant (or the booking company, agencies or private customers).
2. **Part of the contract & House Rules:** The separate House Rules applicable to the rental property form an integral part of the rental contract and are binding on all tenants and their accompanying persons. The GTC and House Rules are sent or linked to the Client in text form together with the Landlord's offer and are available at any time at www.fewo-bad-klosterlausnitz.de. By accepting the offer (see § 2), the Client acknowledges the GTC and House Rules as part of the contract.
3. **Availability and languages:** The House Rules are also displayed clearly visibly in the holiday apartment. The GTC and House Rules are available in their current version at www.fewo-bad-klosterlausnitz.de in German and, where applicable, further languages. The contract language is German. Translations serve solely to aid understanding; in the event of discrepancies or questions of interpretation, the German version is authoritative. The Landlord endeavours to keep translations identical in content.
4. **Liability for third parties and duty to instruct (companies/agencies):** If a company or agency books the holiday apartment for employees, subcontractors or other third parties, the booking company, as the contracting party, is strictly obliged to fully instruct all arriving persons in advance about the applicable GTC and the House Rules. Reliance on ignorance is excluded. The booking contracting party is fully and



jointly and severally liable for all breaches of duty and damage caused by this group of persons.

5. **Type of use & self-catering:** The holiday apartment is let on a self-catering basis. It is a self-contained residential unit (including its own bathroom, kitchen, living and sleeping area) for sole use, without hotel character (no full service/daily catering). The ongoing provision of consumables (such as toilet paper, washing-up liquid, spices, kitchen roll etc.) is not owed. Any initial supply provided on arrival is a voluntary service from which no legal entitlement to continuous replenishment can be derived.
6. **Authorised users & occupancy limit:** The holiday apartment may be occupied exclusively by the number of persons bindingly stated at the time of booking. The Tenant is strictly prohibited from granting third parties who are not registered access to the apartment or allowing them to stay overnight, unless this has been agreed with the Landlord in advance in text form.
7. **Subletting and commercial use:** Subletting or re-letting of the apartment, as well as its use for commercial purposes other than pure accommodation (e.g. as a business premises, showroom, sale of goods, prostitution), is strictly prohibited and entitles the Landlord to immediate termination without notice and without any entitlement to a refund.
8. **Landlord's right of access:** The Landlord (and commissioned tradespeople or cleaning staff) is entitled, after timely prior notice, to enter the holiday apartment for inspection, cleaning or maintenance work. In the event of imminent danger (e.g. fire, burst pipe), entry is also permitted without prior notice and in the Tenant's absence.
9. **Temporary use:** The holiday apartment is provided exclusively for temporary use for recreational and holiday purposes or in connection with work away from home or another stay of limited duration (Section 549(2) no. 1 of the German Civil Code (BGB)). The establishment of a centre of life, principal residence or permanent residential use in the rental property is not agreed and not permitted. The provisions of German residential tenancy law on protection against termination do not apply. Where a stay requires registration under the registration laws (see § 3), this does not alter the temporary nature of the use.

§ 2 Conclusion of Contract, Booking Agencies, Key Handover and Key Box

1. **Conclusion of contract:** Upon the Client's enquiry, the Landlord sends an offer in text form (booking offer) to which these GTC and the House Rules are attached or linked. The contract is concluded when the Client accepts the offer in text form (e.g. by e-mail) within the period stated in the offer or makes the down payment or total payment stated in the offer. The Landlord then confirms the conclusion of the contract by a booking confirmation containing the essential contract details (period, number of persons, total price including all mandatory ancillary costs, billing interval, deposit). By accepting the offer, the Client acknowledges these GTC and the House Rules as part of the contract.
2. **Booking by agents:** If an agent (agency, relocation service etc.) acts as the booking party, that agent itself becomes the Landlord's contracting party and is liable for all obligations under the contract (in particular rental payments, damages and special



costs), unless it expressly books on behalf of another company, stating that company's name and address. In that case, the represented company becomes the contracting party. The Landlord may make acceptance of a booking made on behalf of another company conditional on the agent providing a separate declaration of co-liability in text form. The agent is obliged to forward these GTC and the House Rules to the contracting party and the actual users; the agent is liable to the Landlord for damage arising from failure to do so.

3. **Key handover and key box (locking system):**

- The apartment keys (registered locking system) are handed over either in person on site or contactlessly via a secured key box directly at the rental property (e.g. for late arrivals, early arrivals or by individual arrangement).
- The personal key handover or the transmission of the access code for the key box (by e-mail, SMS or WhatsApp) generally takes place only once the rental price (or the agreed first instalment for long-term rentals) has been received in full, the required registration data (see § 3) has been provided and (in the case of business customers/agencies) acceptance of these GTC has been confirmed in text form.
- The Tenant is obliged to treat the access code for the key box strictly confidentially and not to pass it on to unauthorised third parties. After each removal of the keys and when returning them, the key box must be locked again and the code combination scrambled.

4. **Bookings via external platforms:** For bookings via online platforms (e.g. Airbnb, Booking.com), the conditions deposited there by the Landlord apply with priority with regard to payment processing, cancellation periods and early departure. Any deposits or additional fees listed in these GTC apply to platform bookings only insofar as they are explicitly stated in the listing there and do not conflict with the platform's policies. These GTC apply without restriction to rules of conduct, liability, special costs (e.g. key loss, no-smoking rule) and extraordinary terminations.

§ 3 Registration Data, Main Contact Person and Fire Safety

1. **Registration data:** Under the German Federal Registration Act (BMG), the Landlord is obliged to record a registration form for guests of foreign nationality (full name, date of birth, nationality, address, period of stay, and type and number of the identity document). In addition, to ensure fire safety, to allocate contact persons and to process the contract, the Landlord collects the name, address, contact details and period of stay of all guests. The Client undertakes to provide this data truthfully and completely for all arriving persons before arrival, at the latest on the day of arrival.
2. **Foreign guests** must present a valid original identity document on arrival; the Landlord records the legally required details from it. Sending a copy of the identity document in advance is voluntary; it must be marked as a copy and is deleted once the data has been recorded.
3. **Registration for longer stays:** If a guest's stay exceeds the periods under Section 27(2) BMG (currently three months for persons not registered in Germany, six months for persons registered in Germany), the guest is obliged to register with the competent registration authority. The Client must notify the Landlord of this in good time, at the latest two weeks before expiry of the period. In this case, the Landlord



issues the landlord's confirmation ("Wohnungsgeberbestätigung") under Section 19 BMG. Such registration serves solely to fulfil registration law obligations and does not establish permanent residential use within the meaning of German residential tenancy law (see § 1).

4. **Main contact person for company bookings:** If a company books for employees or subcontractors, a list of occupants by name and an authorised main contact person on site with contact details must be named in advance. If the named main contact person is no longer able to fulfil this role (e.g. due to early departure from the company, illness or unavailability on the day of check-out), the company must immediately name an authorised substitute with contact details to the Landlord in text form. If it fails to do so, notifications from the Landlord to the most recently named contact person are deemed to have been received by the company. If neither the main contact person nor a substitute appears at the agreed handover appointment, the Landlord carries out the handover unilaterally in accordance with § 6(6).
5. **Fire safety & security:** The documentation and disclosure obligation serves, in addition to the registration law requirements, the prevention of danger. In an emergency (e.g. fire, evacuation), the identity and number of persons in the holiday apartment must be fully traceable for the Landlord and the emergency services.
6. **Compliance (customs / authorities):** If a company books for its employees or subcontractors, it warrants that all persons accommodated in the holiday apartment are legally employed, properly registered and hold the necessary residence and work permits. The company indemnifies the Landlord against all claims, fines, costs and damages incurred by the Landlord as a result of a breach of this warranty, and supports the Landlord in responding to official requests for information.

§ 4 Cancellation Conditions, Withdrawal and Right of Revocation (Direct Bookings)

This section applies exclusively to direct bookings with the Landlord (not to platforms such as Airbnb/Booking).

1. **Exclusion of the right of revocation:** Under Section 312g(2) no. 9 BGB, there is **no statutory right of revocation** for consumers for contracts for accommodation services booked for a specific date or period. The following contractual cancellation conditions apply exclusively.
2. **Withdrawal by the Tenant:** The Tenant has no right of free withdrawal. Withdrawal must be declared in text form (e.g. by e-mail). The Landlord charges the following liquidated compensation:

A. Stays of up to 4 weeks' duration:

- Withdrawal up to 20 days before the start of the rental: 30 % of the total rental price
- Later withdrawal or no-show: 70 % of the total rental price

B. Stays of 4 weeks or more (long-term rentals):



- Withdrawal up to 40 days before the start of the rental: 15 % of the total rental price
- Withdrawal up to 30 days before the start of the rental: 55 % of the total rental price
- Later withdrawal: 80 % of the total rental price

In all cases, the Tenant remains free to prove that the Landlord has suffered no damage or substantially less damage.

3. Withdrawal by the Landlord: The Landlord may withdraw from the contract if provision of the service becomes impossible or unreasonable for reasons for which the Landlord is not responsible, in particular in the event of force majeure (e.g. official accommodation bans, natural disasters), unforeseeable uninhabitability of the property (e.g. serious water damage, fire, failure of the heating or sanitary system), official orders, or if the Client fails to provide the information, confirmations or payments required under § 2 despite a reminder by three working days before arrival. In these cases, payments already made are refunded in full without delay. The Tenant has no further claims (e.g. reimbursement of additional costs for alternative accommodation or travel costs) insofar as the Landlord is not responsible for the reason for withdrawal; liability under § 7(1) remains unaffected. The same applies in the event of extraordinary termination by the Landlord due to conduct in breach of contract under § 8. Taking out travel cancellation insurance is recommended.

§ 5 Early Departure and Rental Extension (Long-Term Rentals)

This section applies exclusively to direct bookings with the Landlord (not to platforms such as Airbnb/Booking).

1. **Early departure from a binding long-term rental:** Pricing for long-term rentals is based on the agreed length of stay. Ordinary termination before expiry of the agreed term is excluded. If the Tenant nevertheless departs early or terminates early, the Tenant owes a lump-sum compensation of 30 % of the agreed rent for the remaining period not used. Amounts already paid for the remaining period that exceed this compensation are refunded. If the Landlord succeeds in letting the holiday apartment to another party for the remaining period, the income earned from this is credited against the compensation. The Tenant remains free to prove that the Landlord has suffered no damage or substantially less damage.
2. **Rental extension:** In the event of a mutually agreed extension of an ongoing stay, the Landlord guarantees that the agreed monthly conditions will be maintained, unless otherwise agreed in the contract.

§ 6 Payment Terms, Payment Default, Deposit and Handover

1. **Due dates for short-term bookings:** Upon receipt of the booking confirmation or invoice, a down payment of 50 % of the total price becomes due. The remaining balance must be transferred to the Landlord's account no later than 2 working days before arrival. For very short-notice bookings, the total amount must be transferred immediately after the booking confirmation. (For platform bookings, payment is made solely in accordance with the platform's requirements.)



2. **Billing for long-term rentals (from 1 month):** The rent is payable monthly in advance, no later than the last working day of the preceding month, to the Landlord's account. Different billing intervals may be agreed; the binding interval is determined in the booking confirmation or first invoice.
3. **Payment default and reminder fees:** If the Tenant defaults on a payment, the Landlord is entitled to charge default interest at the statutory rate (Section 288 BGB). For each reminder after default has occurred – with the exception of the first payment reminder – the Landlord may charge a reminder fee of €2.50; the Tenant remains free to prove that no damage or less damage has been incurred. If the Tenant is a business, the Landlord is additionally entitled to the statutory lump sum under Section 288(5) BGB (€40.00). The Landlord reserves the right to claim further damages caused by default, in particular costs of legal enforcement. In the event of payment default, the Landlord is entitled to withhold the key handover or the transmission of the key box code until payment is received, provided the Landlord has given at least three working days' notice.
4. **Special provisions for rental periods exceeding 30 days:**
 - **Monthly interim cleaning & change of bed linen:** For stays of more than 30 days, the Landlord carries out a mandatory monthly basic cleaning of the apartment including a change of bed linen at a flat rate of €65.00 gross per month. These costs are shown in the offer and in the booking confirmation as part of the total price. The cleaning date is announced at least three days in advance; the Tenant must make the apartment accessible on that date.
 - **Liability insurance:** For a rental period of more than 30 days, the Tenant or the booking company must, upon request, provide the Landlord within five working days with proof of valid private or business liability insurance. The Landlord may make the key handover conditional on submission of this proof, provided the Landlord has already requested it in the offer.
5. **Deposit (from 2 months' rental period):** If the rental period is 2 months or more, a deposit of **€350.00** must be paid for direct bookings before the key handover. The deposit serves to secure claims for loss of rent, damages and special costs (§ 7). It does not bear interest. The Landlord settles the deposit in text form within 14 days after the handover (§ 6(6)) and refunds the amount not used to the account named by the Tenant. If damage has been identified at the time of handover whose amount has not yet been determined, the period is extended until the cost estimate or invoice is available, but to no more than six weeks; an undisputed partial amount is paid out in advance.
6. **Personal final handover & report:** For stays of one month or more, a joint inspection of the holiday apartment with the Landlord takes place on the day of departure. The handover appointment must be agreed with the Landlord at least one week before departure; if no appointment is agreed, the day of departure at the regular check-out time is deemed to be the handover appointment. A handover report is drawn up documenting the condition of the apartment and any defects or damage. It is signed by both parties; for the booking company, the named main contact person or the named substitute (§ 3) signs, and their signature binds the company.
Unilateral handover: If neither the Tenant nor an authorised representative appears at the handover appointment, or if the representative refuses to sign, the Landlord carries out the handover unilaterally. The Landlord documents the condition of the



apartment with photographs and, where possible, in the presence of a witness, and sends the report together with the photographs to the Client in text form within three working days. Objections to the report must be raised in text form within seven days of receipt. The unilaterally prepared report forms the basis for settlement of the deposit; the statutory burden of proof remains unaffected.

§ 7 Liability, Damage, Key Loss and Special Costs

1. **Landlord's liability:** The Landlord is liable without limitation for damage resulting from injury to life, body or health caused by a negligent or intentional breach of duty by the Landlord or its vicarious agents, and for other damage caused by intent or gross negligence. In the event of a slightly negligent breach of essential contractual obligations – i.e. obligations whose fulfilment is a prerequisite for the proper performance of the contract and on whose observance the Tenant may regularly rely – liability is limited to compensation for the foreseeable damage typical of the contract. Otherwise, liability for slight negligence is excluded. For property brought in by the Tenant, the Landlord is liable in accordance with the statutory provisions on innkeepers' liability (Sections 701 et seq. BGB). It is recommended not to leave valuables unattended in the holiday apartment. The Landlord is not liable for interruptions to utilities (electricity, water, heating, internet) caused by disruptions at external providers; the Landlord will endeavour to have them remedied as quickly as possible.
2. **Duty of care & tenant liability:** The holiday apartment, all furniture, the kitchen appliances and the outdoor facilities must be treated with care. The Tenant, the booking company and any agents are fully and jointly and severally liable for all damage culpably caused by them, their fellow travellers, employees, subcontractors, vicarious agents or visitors.
3. **Check-in report and reporting of damage:** The Landlord documents the condition of the holiday apartment with photographs before each arrival (check-in report). The Tenant is obliged to inspect the apartment for defects and damage immediately after moving in and to report any defects found to the Landlord in text form on the day of arrival, with a photograph where possible. Damage occurring during the stay must be reported to the Landlord without delay. Damage that is not noted in the check-in report, was not reported by the Tenant on the day of arrival, and is identified at the handover or the first inspection after departure is deemed to have occurred during the rental period, unless the Tenant proves that it already existed on arrival or does not originate from the Tenant's sphere of responsibility. Minor breakage of small inventory items (e.g. a single glass or plate worth less than €5.00) is replaced by the Landlord free of charge. For more substantial damage to fittings, furniture or the building fabric, the contracting party is liable in accordance with the statutory provisions.
4. **Key loss / locking system:**
 - The holiday apartment is equipped with a high-quality, protected locking system. The loss or non-return of a key must be reported to the Landlord immediately.
 - In the event of loss or non-return of a key, the Tenant is liable for the resulting necessary costs. These include the costs of replacement keys and – insofar



as this is objectively necessary for security reasons, in particular because misuse of the lost key cannot be ruled out – the costs of replacing the affected lock cylinder or the locking system, including material, professional installation and the production of the required replacement keys. Any locksmith or emergency call-out costs incurred are also passed on. The Tenant remains free to prove that no damage or substantially less damage has been incurred.

5. **Special costs and fees:** In the event of breaches of the contract or the House Rules, the Landlord charges the following costs as liquidated damages or according to actual expenditure (by deduction from the deposit or separate invoice):
 - **Unauthorised overnight stays by third parties:** If the Tenant grants unregistered third parties unauthorised access and allows them to stay overnight in the apartment, the full regular overnight price for the respective night is subsequently charged for each unauthorised person.
 - **Breach of the no-smoking rule:** liquidated damages of €250.00 for special ozone cleaning and odour neutralisation. If replacement of textiles or mattresses is additionally required, this is charged at actual cost.
 - **Waste glass not disposed of (long-term rentals):** liquidated damages of €50.00 for collection, transport and disposal. If the actual expenditure exceeds the lump sum (e.g. for exceptionally large quantities), the actual expenditure is charged instead at the hourly rate under "Above-average soiling" plus documented disposal costs.
 - **Above-average soiling / neglect:** special cleaning effort according to actual time spent, charged at an hourly rate of €35.00 gross per cleaning hour, but at least €50.00.
 - **Improper operation of appliances:** charged according to the actual repair or service costs.
 - **Late check-out / apartment not vacated:** If the apartment is not vacated by the agreed check-out time, the Tenant owes compensation for use in the amount of the regular daily price for each additional day or part thereof, plus any damage incurred by the Landlord vis-à-vis subsequent tenants as a result of the delayed release.
 - **Items left behind:** Items left behind after departure are kept by the Landlord for four weeks. The Landlord informs the Client in text form. Forwarding takes place only against advance payment of shipping and packaging costs. After expiry of the period, the Landlord is entitled to dispose of the items; obviously valuable items are handed in to the lost property office.
6. *Note on lump sums under Section 309 no. 5 BGB: For all lump sums stated in these GTC, the Tenant is expressly permitted to prove that no damage has occurred at all or that the damage is substantially lower than the lump sum claimed.*
7. **Liability for mail and parcels:** The Landlord accepts no liability for mail or parcels addressed to the Tenant (in particular not for loss, damage or delivery delays). Accepting and forwarding items after the Tenant's departure is not a contractual obligation of the Landlord. Any postage and handling costs incurred for forwarding must be borne by the Tenant in advance.



§ 8 Extraordinary Termination, Right of Domicile and Set-Off

1. **Termination without notice for good cause:** The Landlord may terminate the tenancy immediately and without notice at any time for good cause. Good cause exists in particular in the event of:
 - Payment default by the Tenant that continues despite a reminder and the setting of a reasonable grace period of at least five working days with reference to the impending termination, or payment default with two consecutive monthly instalments.
 - Intentional or grossly negligent damage to the holiday apartment.
 - Massive littering or serious hygienic neglect of the apartment.
 - Repeated breaches of these GTC or the House Rules (after a warning has been issued).
 - Tampering with safety-relevant equipment (e.g. removal of or taping over smoke detectors).
2. **Immediate termination in the event of police call-outs and excesses:** If serious misconduct (e.g. excessive alcohol consumption, violence, persistent disturbance of the peace, threats or insults against neighbours or staff) results in an unreasonable disturbance or a police call-out, the apartment must be vacated within 24 hours.
3. **Consequences of termination:** In the event of termination under paragraph 1 or 2, the Landlord is entitled to retain payments already made for the current billing period as liquidated damages for loss of use and re-letting expenses. If the apartment is let to another party within this period, the income earned is credited. The Tenant remains free to prove that the Landlord has suffered no damage or substantially less damage. The Landlord reserves the right to claim further damages.
4. **Payments after termination:** Payments for subsequent months after termination do not result in an extension of the contract.
5. **Set-off (Section 387 BGB):** The Landlord is entitled to set off outstanding deposit or credit balances against existing claims for damages, rent or special costs.
6. **Set-off and retention by the Tenant:** The Tenant may set off against claims of the Landlord, or exercise a right of retention, only with claims that are undisputed or have been established by final judgment.

§ 9 Data Protection and Credit Check

1. **Data processing:** The Landlord processes personal data of Clients and guests for contract processing, for the fulfilment of legal obligations (in particular the German Federal Registration Act and retention obligations under tax law) and for the protection of legitimate interests (in particular fire safety and security). Details on the nature, scope, purpose, legal bases, retention period, recipients and data subject rights are set out in the Landlord's privacy policy, available at www.fewo-bad-klosterlausnitz.de/datenschutz, which is sent to the Client together with the offer. Registration forms are destroyed in compliance with data protection law after expiry of the statutory retention period.
2. **Credit check:** For bookings by companies and for long-term bookings with payment on invoice or in monthly instalments, the Landlord reserves the right to obtain a credit report on the contracting party from infoscore Consumer Data GmbH, Rheinstraße



99, 76532 Baden-Baden, Germany, before conclusion of the contract and, where there is a legitimate interest, also during the term of the contract. For this purpose, name, address and – for natural persons – date of birth are transmitted. No credit check is carried out for bookings with full advance payment. Further information on data processing at infoscore Consumer Data GmbH pursuant to Art. 14 GDPR:

<https://www.experian.de/icd-infoblatt>

§ 10 Final Provisions and Dispute Resolution

1. **Applicable law:** The law of the Federal Republic of Germany applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. **Place of jurisdiction:** If the Tenant is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is the court having jurisdiction for the Landlord's registered office. The Landlord remains entitled to sue the Tenant at the Tenant's general place of jurisdiction.
3. **Consumer dispute resolution:** The Landlord is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (VSBG).
4. **Severability clause:** Should individual provisions of these GTC or of the rental contract be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. The statutory provisions apply in place of the invalid provision.
5. **Text form:** Amendments and additions to the rental contract and special arrangements (e.g. different check-in/check-out times, additional persons) require text form (Section 126b BGB), in particular by e-mail. The Landlord confirms special arrangements made by other means (e.g. by telephone or messenger) in text form; only arrangements confirmed in this way are deemed agreed. Individual agreements take precedence over these GTC (Section 305b BGB).