

# Rental conditions and general terms and conditions

## General information

- The booking is binding for both parties if the landlord Dr. Partikel confirms it in writing by email or post or if the landlord Dr. Partikel has a rental contract signed by the tenant. Upon conclusion of the rental contract, a down payment is due, the amount of which is stated in the booking confirmation sent by us. The down payment is due within 3 working days. Please refer to your booking confirmation for payment of the balance. By concluding the rental agreement, the lessee confirms that he was of full age and responsible on the day the agreement was concluded.
- The landlord Dr. Partikel is owner of the booked holiday accommodation.
- The holiday accommodations may only be occupied with the number of persons and pets specified in the rental agreement. Further persons are possible only after arrangement and written confirmation. We reserve the right to terminate the contract without notice in the event of a non-registered excess (e. g. overnight visit) or calculation of an over-occupancy surcharge equal to the daily price of the booked accommodation per person per day. We reserve the right to make minor changes to the accommodation in terms of size, equipment and condition.
- The rental property must be treated with care. The tenant is obliged to immediately notify the landlord of all damages caused by him, fellow travellers or pets and to compensate the landlord. If damage is found when moving into the holiday accommodation, this must also be reported to the landlord immediately.
- The holiday accommodation can be occupied between 15. 00 - 17. 00 on the day of arrival and is available until 10. 00 on the day of departure. A later arrival requires the verbal arrangement. Please refer to your booking confirmation for details of how to hand over the keys and how to get there.
- The holiday accommodation must be handed over "clean swept" on the day of departure. All crockery must be left in a perfectly clean condition and cleared into the cupboards. Dishes or dishes left standing in the dishwasher are not part of the final cleaning. Trash cans are to be emptied into the provided trash cans. Glass bottles must be disposed of in public glass containers. Additional cleaning work that goes beyond the usual final cleaning will be charged by the lessor at the applicable hourly rate.
- Damages which have not been reported and which become apparent during final cleaning will be charged.
- Parents are liable for their children.
- Objects left lying there will be sent "unfree" at cost of the tenant to the home address on request.

## **Cancellation or withdrawal**

- The cancellation of the booked holiday accommodation must be made in writing. In the event of cancellation, a cancellation fee of 60. 00 euros will be charged. In addition, a loss of rental income of the landlord amounting to 90% of the rental price is to be compensated if the holiday home cannot be rented or can only be rented at worse conditions. We recommend that you take out travel cancellation insurance.
- The tenant is obliged to pay the full rental price even if he is of the opinion that the holiday accommodation does not meet his expectations despite the description on the homepage. Claims for damages against the lessor are excluded. The information provided on the homepage, Internet portals and brochures and some photos are based on information provided by the owner. The landlord is not liable for force majeure and for property lost in the holiday accommodation of the tenant. No liability is accepted for parked vehicles of any kind on the company's own parking spaces or garages in the event of theft or damage.
- If you have any complaints, please contact the landlord directly.

## **Other information**

- The settlement of the guest cards for St. Peter- Ording and Tönning/Kating always takes place separately when the keys are handed over at the holiday accommodation or in the office of the holiday service Eiderstedt.
- The rental prices are always weekly prices and include the final cleaning, additional costs and the applicable value added tax. For bookings of less than 7 nights we reserve the right to a short supplement. If towels and bed linen are not included in the rental price, you can book them in addition. Prices can be obtained from the landlord.
- When renting thatched houses, please note that grilling on charcoal and open fire is not permitted. New Year's Eve fireworks may not be fired near thatched houses and in the entire area of St. Peter-Ording.
- Use of the Internet: The provision of Internet access is a voluntary additional service provided by the landlord and is not part of the rental agreement. If Internet access is not available for technical or other reasons, this does not constitute a reduction in rent. The use of the Internet is intended for surfing the Internet or for querying and processing e-mails. No illegal Internet pages or downloads may be made. Parents are liable for their children! In addition, the terms of use that are available in the accommodation apply.
- To bring pets requires a separate agreement with the landlord and the payment of an additional fee and a surcharge for increased cleaning costs. The tenant is liable for any damage caused by the pets. He is obliged to take care of the cleanliness of the holiday property and will not let dogs run free on the property of the holiday property. Dog piles are to be removed by the tenant himself and disposed of in the black trash can.

## **Terms of Use for the Use of Internet Access via WLAN**

Dr. Andrea M. Partikel, Rebhuhnweg 15, 22459 Hamburg, Germany, is the owner (hereinafter referred to as "Owner") of holiday properties (hereinafter referred to as "Holiday Properties") which she rents out to holiday guests (hereinafter referred to as "Guests").

Exclusively in accordance with these terms of use, the owner allows the guest the free use of the Internet access existing at the holiday property via WLAN.

### **1. Allowing the shared use of a WLAN**

The owner operates an Internet access via WLAN in his holiday property. He allows the guest to use the WLAN access to the Internet for the duration of his stay in the holiday property. Shared use is granted as a free service and can be revoked at any time. The guest does not have the right to allow third parties to use the WLAN.

The owner is entitled at any time to stop the operation of the WLAN completely, partially or temporarily, to allow further co-users and to restrict or exclude the guest's access completely, partially or temporarily. In particular, the owner reserves the right to block access to certain pages or services via the WLAN at his own discretion and at any time (e. g. pages glorifying violence, pornographic or paid for pages).

### **2. Access data**

All access data (user name and password) are only intended for the personal use of the guest and may not be passed on to third parties under any circumstances. The guest undertakes to keep his access data secret. The owner has the right to change access codes at any time.

### **3. Notes, dangers of WLAN use**

The guest is advised that the data traffic generated using the WLAN is unencrypted. The data may therefore be viewed by third parties.

The WLAN only allows access to the Internet. The contents retrieved are not subject to any examination by the owner, in particular not as to whether they contain malware. The use of the WLAN is at the guest's own risk. The owner expressly points out that there is a risk that malware (e. g. viruses, Trojans, worms, etc.) may get onto the terminal device when using the WLAN.

### **4. Responsibility and release from claims**

The guest himself is responsible for the data transmitted via the WLAN, the chargeable services used and the legal transactions carried out.

He is obliged to comply with the applicable law when using the WLAN. He's going to be especially:

- not to use the WLAN to retrieve or distribute immoral or illegal content;
- not to reproduce, distribute or make accessible any copyrighted goods unlawfully;
- observe the applicable regulations for the protection of minors;
- not send or distribute any harassing, defamatory or threatening content;

- not use the WLAN to send mass messages (spam) and / or other forms of illegal advertising.

The guest exempts the owner from all damages and claims of third parties, which are based on an illegal use of the WLAN by the guest and / or on a violation of the present agreement, this also extends to costs and expenses associated with the claim or their defense.

If the guest recognizes or must recognize that such a violation of law and / or such a violation is present or threatened, he informs the owner of this circumstance.