

1. Conclusion of the contract

1.1 Parties to the contract

The contract conditions are effective for the holiday house renting under private individuals between the hirer, that means the responsible editor of this website, and the person, which appears as prospective tenant, such as the other fellow passengers, which are denominated in the booking request. Binding bookings are only carried out by the hirer of the villa. Bookings through agents, which appear in the name of the hirer aren't legally binding.

1.2 Booking request

With the request to rent the house, which has to be sent to the hirer in a written way (our online booking form, email, fax,...), the prospective tenant and all in the request mentioned persons (fellow passengers) - hereafter denominated as „tenant“ - offer to the hirer a conclusion of contract, in which they accept all the descriptions in the website and all renting conditions bindingly. This contract conditions are accepted by the booking request.

1.3 Booking confirmation

The contract with the tenant comes off with the admission of the booking confirmation through the hirer. With the booking confirmation the prospective tenant receives a list of all costs and their composition.

1.4 Deviance of the booking request

Deviates the booking confirmation of the hirer from the booking request, a new offer by the hirer is available, to which the hirer is bonded 7 days. The contract comes off based on this new offer, if the prospective tenant accepts it by an explicit declaration, advance payment, final payment or occupancy of the property.

1.5 Option

At request the hirer will carry out a binding reservation (option) for the tenant, which is limited on maximum 3 working days from the booking demand (the precise period will be announced to the prospective tenant). The booking is definitely affirmed, if the booking request of the prospective tenant is available within 3 days. By entry outside of this period, the reservation expires without other commitments of the prospective tenant or hirer.

1.6 Change of reservation

Legal claim by the tenant to the execution of a change of reservation doesn't exist. Changing requests by the tenant have to be in written form.

The hirer will do everything to render possible requested changes, but he can't guarantee these changes. If the tenant carries out changes concerning travel date or time of stay after conclusion of the contract, the hirer is entitled to – if a change of reservation is possible – demand the restitution of possible costs, which will arise through the change.

1.7 Liability of the tenant

The tenant is liable for the commitments of the fellow passengers and himself, insofar as he has assumed this commitment vis-à-vis the hirer by an explicit declaration.

1.8 Prohibition of assignment

An assignment of any claim of the tenants in connection with the contract and the contract management to a third person, also to spouses, is impossible, unless the hirer would accept such an assignment explicitly.

2. Scope of benefits

2.1 Liability of the hirer

The hirer has to yield the villa to the renter such it is described on the website.

2.2 Exclusion

Excluded of the liability of the hirer are all the circumstances, which aren't directly connected with the property and the benefits in the contract, such as the surroundings of the villa or beach and local circumstances. The hirer cannot be made responsible for annoying activities outside of the property line, such as for example road works.

2.3 Force majeure

The hirer doesn't assume liability for missing benefits due to an act of God, such as war, disturbances, terrorist activities, fire, meteorological disturbance, natural catastrophe and bad weather conditions.

3. Rental object

3.1 Description of the villa

The villa is, as described on the website, furnished and appointed. All information in this internet offer, house description and prices, etc. correspond to actual facts. The hirer bothers to inform the tenant of eventually slight changes.

3.2 Decoration and equipment

The concerned holiday accommodation is a private villa, which reflects the personal taste of the hirer. Please consider that there can be differences between your home and this accommodation.

3.3 Indications of size and distance

The sizes and distances in the description are only non-binding bench marks. They can differ from reality.

3.4 The gardeners, assigned by the hirer, are allowed to enter the outdoor area to execute the regular maintenance operations in the garden and on the terraces, such as clean up the pool.

4. Rental price and execution of payments

4.1 Prices

The prices on our website are week-prices. The prices are based on the actual market conditions. Price changes are no more possible after booking or entry of the booking confirmation.

4.2 Additional costs

The rental price comprises water and electricity use and the weekly changing of laundry. For this change of laundry, the renter has to grant access to all rooms to the persons in charge.

The use of electricity is limited to 75€ per week. If you need more electricity, you'll have to pay the difference. The rental price doesn't include the final clean-up, chimney wood, extra laundry change, optional extras, etc. These costs have to be eventually paid on location.

4.3 Execution of payments

Advance and outstanding payments have to be carried out, such as the amount can be credited without deduction of bank charges and fees (particularly at foreign bank transfers). Credit card payment isn't possible. Without complete payment you cannot expect to stay in the property or to use the benefits of the contract.

4.4 Advance payment

With conclusion of the contract (entry of the booking confirmation at the prospective tenant), you'll have to pay an advance of 30% of the total price within 7 days to the hirer. The hirer doesn't assume responsibility in case that the advance payment is rendered after the 7 days and the villa has been ulterior rented. If between the booking confirmation and the occupancy beginning are less than 45 days, you'll have to pay the total amount without previous advance payment.

4.5 Final payment

The final payment of the rental price has to be on the account of the hirer at the latest 45 days before the first day of rent. If the final payment isn't made within this period, the hirer can withdraw from the contract (after reminder) and charge the tenant with a standard cancellation fee according to point 5.2 of these renting conditions.

4.6 Bail

The hirer of the property has to get a bail, at final payment. The amount of the bail results out of the booking confirmation for the tenant. The bail will be repaid to the tenant after the end of the rental agreement, less eventually additional benefits and/or settlements of damages. The hirer doesn't abstain with back-payment from eventual claims of compensation for later detected damages. The security bail amounts normally for tenants without pets to 500.00€ and for tenants with pets to 600.00€.

4.7 Exclusion of claims for restitution

At later arrival or previous departure there won't be any claim for restitution of the whole or proportionate rental price, insofar as it isn't the fault of the hirer. This is also essential, if the tenant is prevented no fault of his own, for example by disease, and so can't claim the accomplishment.

5. Rescission of the tenant

5.1 Right of withdrawal

The tenant can withdraw from the contract, before the beginning of occupancy, at any time. You'll have to inform us about this rescission in a written way.

5.2 Rescission fees

In case of rescission, the hirer can demand a standard cancellation fee, which is calculated with the unavoidable expenditure and the possibly alternative booking of the property. This rescission fees amount to:

- a) Withdrawal 45 days before the beginning of occupancy, 30% of the total price.
- b) Withdrawal from the 45-30th day before the beginning of occupancy, 50% of the total price.
- c) Withdrawal from the 30-15th day before the beginning of occupancy, 80% of the total price.
- d) Withdrawal from the 15th day before the beginning of occupancy and at "no-show", 90% of the total price.

The tenant reserves the right to prove to the hirer that he had no or lower costs, than for the bail.

The hirer has the right to demand eventually a higher compensation, appropriate to incurred expenses, which he has concretely to number to the tenant.

5.3 Travel cancellation insurance

The closing of a travel cancellation insurance is strongly recommended.

5.4 Substitute tenant

The tenant has the right to appoint until the beginning of occupancy a substitute tenant. The substitute tenant will accept all rights and responsibilities of the contract and which he has to show to the hirer in advance.

6. Cancellation by hirer

6.1 Reasons for cancellation

The hirer can cancel the contract after the beginning of occupancy, if the tenant doesn't respect the contract (irregardless of a written warning by the hirer or his local assignee). It applies in particular, if despite warning:

- the tenant occupies the villa against the contract or with too much persons.
- the tenant contravenes the contract conditions.
- the tenant disregards the instructions concerning the house and property rules.
- the tenant damages the property intentionally or with gross negligence.
- the tenant has a deviant behaviour (for example bad hygiene, significant annoyance due to noise).

6.2 Exclusion of claims of restitution

If the hirer cancels the contract in these cases, the hirer is entitled to the total amount. But the hirer has to charge the amount of the value of saved charges and such benefits, which the hirer had achieved from another occupancy of the property.

7. Particular responsibilities of the tenant

7.1 Number of people

The villa is only reserved for the number of people mentioned in the contract. So only the persons mentioned in the booking can occupy the villa. Further people are only allowed after affirmation of the hirer. You'll have to inform the hirer of each change of the number of fellow passengers.

In case of overpopulation the hirer has the right to demand additional fees for the period of overpopulation. The odd persons have to leave the property immediately, if the hirer requests it.

7.2 Pets

Bringing of pets is only allowed with advanced permission. If necessary the pet (particularly sort and size) has to

be described at booking request and the hirer has to give its admission. If you'll occupy the villa with a pet without the permission of the hirer, he can immediately demand your moving-out and withdraw from the contract.

7.3 Damages and defects

The tenant has to take care of the property and to inform the hirer or his local representative of all damages and defects during the time of occupancy. The tenant is responsible for damages caused to the property or furniture during the renting period, also if these damages have been caused by fellow passengers or thirds, for example guests, visitors, deliverymen ordered by the tenant,...

7.4 Regulations and instructions

The tenants have to respect all regulations, the property regulation and all instructions of the hirer, his local representative and the president of the villa arrangement.

7.5 Smoking

It's not allowed to smoke inside of the house.

7.6 Final cleaning

At the end of the renting period, the tenant has to leave the villa in a clean swept, sorted and tidy way. It concludes also the final cleaning of the gas-barbecue, the baking oven, etc. The final cleaning will be made by a professional cleaning company. At a renting for 2 weeks or more, the villa will be cleaned once a week by this company.

7.7 Impairments of performance

In case of an impairment of performance, the tenant has to do all possible to add to a troubleshooting and to keep damages as little as possible.

7.8 Arrival - Departure

Day of arrival is (if not otherwise agreed) Saturday between 4 and 7 p.m. The tenant informs about meanderings of this rule in advance. He has to inform the hirer also about the time of arrival. If you'll arrive too late, you won't get the keys or property (without any information in advance).

Expenses for overnight accommodation for the tenant will be at his charge, when he arrives too late.

Day of departure is (if not otherwise agreed) Saturday between 9 and 11 a.m. A later departure is possible in exceptional cases, but only according to prior agreement with the hirer/local responsible.

All costs for the ride to the holiday villa are at the charge of the tenant.

At the day of arrival or departure the local responsible or the hirer will visit the house with you, this visit has to be documented.

8. Defects

8.1 Notice of defects

The tenant has to report immediately report any defects to the hirer or local agent and to demand remedial. The tenant will be informed about the accessibility of the hirer or the local agents in the booking confirmation. Claims of the tenant don't expire only if he omitted his obligation to complain without fault.

8.2 Possibility of cancellation

If there is a huge defect, which the hirer doesn't repairs in time, the tenant has the right to cancel the contract. This cancellation requires as a rule, besides the notice of defects, an adequate deadline.

8.3 Cut-off period

The tenant has to inform the hirer 14 days from the contractual end of the occupancy period of the owing benefits. The enforcement can only be carried out in due time under the address of the hirer (specified in the booking confirmation). After expiration of the deadline, requirements can only be assert, if the tenant has been distracted from meeting the deadline, without actual fault.

9. Liability

9.1 Liability limitation

The contractual liability of the hirer for damages, which aren't bodily harms (including damages because of injuries before, besides or after contractual obligations) are limited to the ternary total rental price, insofar as the damage of the tenant hasn't be caused by the hirer deliberately or grossly negligent.

9.2 External services

The hirer isn't responsible for impairments of performance, person or object damages connected with benefits, which are only mediated as external services, that they aren't part of the contractual benefits of the hirer.

9.3 Dangers

The holiday house can – as each other property – exhibit dangers, such as for example pool, dry stone wall, unsecured rise, staircase, smooth grounds, etc. The hirer isn't responsible for eventual damages or accidents and the tenant has to take reasonable precautions. The hirer isn't responsible if you have an accident under influence of alcohol or after taking tablets.