

## BOOKING CONDITIONS (GENERAL TERMS AND CONDITIONS)

### FOR RENTING A BUSINESS APARTMENT / HOLIDAY APARTMENT OF THE SCHWARZE FAMILY

These booking conditions apply to all rentals between one or more tenants and the landlord of the business apartments / holiday apartments:

Tabea & Manuel Schwarze  
Serrnussweg 22  
D-79639 Grenzach-Wyhlen

European Value Added Tax Identification Number: DE402106708  
German Value Added Tax ID: 11058/63119

The specific rental property is one of two different apartments. Differences are highlighted below by the different columns containing the relevant information:

Apartment 1	Apartment 2
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These booking conditions apply regardless of whether the booking is made directly through the landlord's website <https://www.unterkunft-basel.com> or through a booking portal. The booking processes for direct bookings and portal bookings differ considerably, so different columns with the relevant information exist for each type of booking:

Direct booking	Portal booking
For direct bookings, these terms and conditions become part of the contract upon confirmation during the booking process.	For bookings made via external booking portals, the respective platform terms and conditions also apply; our booking terms and conditions apply in addition.

### § 1 RENTAL OBJECT AND KEYS

(1) The landlord rents the following accommodation ("apartment") to the tenant:

Apartment 1	Apartment 2
Holiday Apartment 1, Fam. Schwarze Serrnussweg 22 (front ground floor) D-79639 Grenzach-Wyhlen	Holiday Apartment 2, Fam. Schwarze Serrnussweg 22 (rear ground floor) D-79639 Grenzach-Wyhlen

(2) The rental is for the number of persons stated in the booking confirmation.

Apartment 1	Apartment 2
Apartment 1 is intended for 2 adults. A baby cot is available as an option.	Apartment 2 is intended for 2 to 4 adults. A baby cot is available as an option.

(3) The apartment is ready for use, clean, fully equipped, and furnished. There is no claim to new condition. The apartment is rented with the following amenities:

Apartment 1	Apartment 2
<p><b>(4-1a) Living room and bedroom:</b></p> <ul style="list-style-type: none"> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ Extra-long double bed (1.80 x 2.20m)</li> <li>○ 2 bedside tables</li> <li>○ Wardrobe with two mirrored doors</li> <li>○ Large chest of drawers with 6 drawers</li> <li>○ 2 armchairs</li> <li>○ Small table</li> <li>○ Desk with two drawers</li> <li>○ Desk chair</li> <li>○ Extendable dining table</li> <li>○ 2 chairs</li> <li>○ Safe for laptop, valuables and files</li> <li>○ Trash can</li> </ul> </li> <li>• Technical equipment:                             <ul style="list-style-type: none"> <li>○ Central heating with continuously adjustable thermostat</li> <li>○ Radio alarm clock</li> <li>○ 2 bedside lamps</li> <li>○ Flatscreen TV (Full HD) with remote control (Astra SAT TV)</li> <li>○ Multimedia system (CD, DVD, tuner, USB) with 2 speakers</li> <li>○ Safe with digital lock</li> </ul> </li> </ul> <p><b>(4-1b) Kitchen:</b></p> <ul style="list-style-type: none"> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ 7 cabinets</li> <li>○ 7 drawers (2 of them large)</li> </ul> </li> <li>• Technical equipment:                             <ul style="list-style-type: none"> <li>○ Refrigerator with freezer compartment</li> <li>○ 4-burner stove with oven</li> <li>○ Extractor hood to the outside</li> <li>○ Sink with single-lever mixer tap</li> <li>○ Microwave</li> <li>○ Kettle</li> <li>○ Coffee machine with pads and/or normal coffee machine</li> <li>○ Toaster</li> </ul> </li> <li>• Other utensils:                             <ul style="list-style-type: none"> <li>○ Cookware (pots and pans)</li> <li>○ Crockery and cutlery for 4 people</li> <li>○ 2 glass worktops</li> <li>○ A plastic worktop</li> <li>○ Knife block</li> <li>○ Basic cooking utensils</li> <li>○ Dish dryer</li> <li>○ 2 separate waste bins (residual waste, yellow bag)</li> <li>○ Tea towels</li> <li>○ Bread basket</li> <li>○ Salt and pepper mill</li> <li>○ Napkin holder</li> </ul> </li> </ul> <p><b>(4-1c) Bath:</b></p> <ul style="list-style-type: none"> <li>• Sanitary:                             <ul style="list-style-type: none"> <li>○ Toilet with two-mode flush</li> <li>○ Washbasin with single-lever mixer tap</li> <li>○ Shower with two-sided corner entry</li> <li>○ Multifunctional shower with single-lever mixer tap</li> </ul> </li> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ Bathroom cabinet with mirror and light</li> <li>○ Cabinet under sink</li> </ul> </li> <li>• Other features:                             <ul style="list-style-type: none"> <li>○ Central heating with continuously adjustable thermostat</li> <li>○ Automatic fan</li> <li>○ 2 Glass toothbrush cups with wall mount</li> </ul> </li> </ul>	<p><b>(4-2a) Living room:</b></p> <ul style="list-style-type: none"> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ Large genuine leather couch with chaise longue and fold-out sleeping area (1.40 x 2.00m) with Ergoflex slatted frame and Bultex mattress, bed box in the chaise longue</li> <li>○ Wardrobe with mirrored door</li> <li>○ Large chest of drawers with 6 drawers</li> <li>○ Large coffee table</li> <li>○ Wall shelf</li> <li>○ Safe for laptop, valuables and files</li> </ul> </li> <li>• Technical equipment:                             <ul style="list-style-type: none"> <li>○ Ceiling lighting with dimmable spotlights</li> <li>○ Dimmable ceiling floodlight with reading lamp</li> <li>○ Large flatscreen TV (Full HD) with remote control (Astra SAT TV)</li> <li>○ Multimedia system (CD, DVD, tuner, USB) with 2 speakers</li> <li>○ Cordless comfort telephone</li> </ul> </li> </ul> <p><b>(4-2b) Bedrooms:</b></p> <ul style="list-style-type: none"> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ 2 beds, each 0.90 x 2.00m</li> <li>○ 2 bedside tables</li> <li>○ Wardrobe with 2 mirrored doors</li> <li>○ Desk with multiple drawers</li> <li>○ Desk chair</li> <li>○ Trash can</li> </ul> </li> <li>• Technical equipment:                             <ul style="list-style-type: none"> <li>○ Ceiling lighting with dimmable spotlights</li> <li>○ Ambient light with colored light effects</li> <li>○ 2 bedside lamps</li> <li>○ Desk lamp</li> <li>○ Radio alarm clock</li> <li>○ Cordless comfort telephone</li> <li>○ Large flatscreen TV (Full HD) with remote control (Astra SAT TV)</li> <li>○ Multimedia system (CD, DVD, tuner, USB) with 2 speakers</li> <li>○ Safe with digital lock</li> </ul> </li> </ul> <p><b>(4-2c) Kitchen-living room:</b></p> <ul style="list-style-type: none"> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ 7 cabinets</li> <li>○ 10 drawers (6 of them large)</li> <li>○ Shelf above sink</li> <li>○ Dining table</li> <li>○ Large leather corner bench</li> <li>○ 2 chairs</li> <li>○ Large sideboard</li> </ul> </li> <li>• Technical equipment:                             <ul style="list-style-type: none"> <li>○ Ceiling lighting with dimmable spotlights</li> <li>○ Cozy, dimmable Tiffany lamp above dining table</li> <li>○ Large refrigerator with freezer compartment</li> <li>○ 4-burner stove with oven</li> <li>○ Extractor hood to the outside</li> <li>○ Sink with single-lever mixer tap</li> <li>○ Dishwasher</li> <li>○ Microwave</li> <li>○ Kettle</li> <li>○ Coffee machine with pads and/or normal coffee machine</li> <li>○ Toaster</li> <li>○ World Receiver Radio (analog, digital, internet radio)</li> <li>○ Radio-controlled wall clock</li> <li>○ Cordless comfort telephone</li> </ul> </li> </ul>

Apartment 1	Apartment 2
<ul style="list-style-type: none"> <li>○ Comfort hairdryer</li> <li>○ Shower shelf for shampoo and shower gel</li> <li>○ Towel holder</li> <li>○ Toilet paper holder</li> <li>○ Toilet brush holder and toilet brush</li> </ul> <p><b>(4-1d) Windbreak:</b></p> <ul style="list-style-type: none"> <li>• Coat hooks and hangers</li> </ul> <p><b>(4-1e) Other:</b></p> <ul style="list-style-type: none"> <li>• Floor completely tiled</li> <li>• All windows in the apartment can be fully opened or tilted</li> <li>• All rooms have fully lockable shutters</li> <li>• All rooms have fully lockable doors</li> <li>• Other features:                             <ul style="list-style-type: none"> <li>○ Steam iron and ironing board</li> <li>○ Vacuum cleaner</li> <li>○ Broom, hand brush and dustpan</li> <li>○ Bucket</li> <li>○ Cleaning utensils</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Other utensils:                             <ul style="list-style-type: none"> <li>○ Cookware (pots and pans)</li> <li>○ Crockery and cutlery for 8 people</li> <li>○ 2 glass worktops</li> <li>○ A plastic worktop</li> <li>○ Knife block</li> <li>○ Basic cooking utensils</li> <li>○ Dish dryer</li> <li>○ 2 separate waste bins (residual waste, yellow bag)</li> <li>○ Tea towels</li> <li>○ Bread basket</li> <li>○ Salt and pepper mill</li> <li>○ Napkin holder</li> </ul> </li> </ul> <p><b>(4-1d) Bath:</b></p> <ul style="list-style-type: none"> <li>• Sanitary:                             <ul style="list-style-type: none"> <li>○ Toilet with two-mode flush</li> <li>○ Double washbasin with single-lever mixer taps</li> <li>○ Large walk-in shower</li> <li>○ Multifunctional shower with single-lever mixer tap</li> </ul> </li> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ Large double mirror cabinet with light</li> <li>○ Cabinet under sink with 2 large drawers</li> </ul> </li> <li>• Other features:                             <ul style="list-style-type: none"> <li>○ 4 glass toothbrush cups with wall mount</li> <li>○ Comfort hairdryer</li> <li>○ Shower shelf for shampoo and shower gel</li> <li>○ Several towel racks for drying large towels</li> <li>○ Toilet paper holder</li> <li>○ Toilet brush holder and toilet brush</li> </ul> </li> </ul> <p><b>(4-2e) Hallway:</b></p> <ul style="list-style-type: none"> <li>• Furniture:                             <ul style="list-style-type: none"> <li>○ Wardrobe with hangers, mirror and drawer</li> <li>○ Large full-length mirror</li> <li>○ Large cabinet with mirrored door for cleaning utensils</li> <li>○ Umbrella stand</li> </ul> </li> </ul> <p><b>(4-2f) Balcony:</b></p> <ul style="list-style-type: none"> <li>• 15m<sup>2</sup> balcony with garden and fountain view</li> <li>• Large dining table with 4 chairs</li> <li>• 2 sun loungers</li> <li>• Parasol</li> </ul> <p><b>(4-2g) Other:</b></p> <ul style="list-style-type: none"> <li>• Parquet in the living room, bedroom, hallway and parts of the kitchen</li> <li>• Tiles in the bathroom and parts of the kitchen</li> <li>• All rooms (except the hallway) have central heating with continuously adjustable thermostat</li> <li>• All windows in the apartment can be fully opened or tilted</li> <li>• All rooms have fully lockable shutters</li> <li>• All rooms have fully lockable doors</li> <li>• Other features:                             <ul style="list-style-type: none"> <li>○ Steam iron and ironing board</li> <li>○ Vacuum cleaner</li> <li>○ Broom, hand brush and dustpan</li> <li>○ Bucket</li> <li>○ Cleaning utensils</li> </ul> </li> </ul>

(5) If defects are not recorded in writing by both parties or if obvious defects are not reported by the tenant to the landlord within 48 hours of arrival, the apartment shall be deemed to be free of defects.

(6) Bed linen, towels and tea towels are included in the price.

(7) The tenant is entitled to use the following facilities during the rental period of the apartment:

- Parking space for cars on the property, which is labelled with the rented holiday apartment number
- Garage, if a garage parking space has been booked (instead of the parking space on the property)
- Upon request: Garden and shed (roof) with barbecue (coal is not included in the price)  
(with consideration for other guests and the landlord's family)
- By arrangement: Washing machine and laundry room (for a fee)

(8) The tenant receives one or more keys for the duration of the rental period, which provide access to the holiday apartment and, if applicable, access to the garage and basement (for washing machine).

## **§ 2 RENTAL PERIOD, ARRIVAL AND DEPARTURE**

(1) The apartment is rented to the tenant for the period from the day of arrival (4:00 p.m.) to the day of departure (10:30 a.m.). Arrival is between 4:00 p.m. and midnight on the day of arrival and should be agreed upon between the tenant and the landlord a few days before arrival. Departure is by 10:30 a.m. on the day of departure. An earlier arrival or later departure is generally possible upon request, but cannot be guaranteed in advance and can only be arranged individually at short notice.

(2) The key(s) will be handed over to the tenant by the landlord or his/her property manager upon handover of the apartment, or will be deposited at a specified location by prior arrangement. The prerequisite for occupancy of the apartment is the full rental payment.

(3) Since February 2025, a city tax has been levied, which must be paid in cash upon arrival and offers free access to local public transport and other benefits with the associated KONUS guest card. The tenant with primary responsibility undertakes to provide all data required for registration for all arriving guests some time before arrival. For this purpose, the landlord provides a unique (secret) link in the booking confirmation, which must be used for registration. Upon arrival, the landlord is obliged to verify the identity of the guests and to inform the government authorities in order to fulfill the extended registration requirements associated with the city tax and, in particular, for non-German citizens, the legally prescribed extended registration requirements.

(4) At the end of the rental period, the tenant must vacate the apartment and return it to the landlord or his property manager in a clean, tidy condition. Used dishes and cutlery must be thoroughly washed and put away in the cupboards. All other items must be returned to their original location.

(5) The key(s) of the apartment must be handed over to the landlord or property manager upon departure or, by prior arrangement, deposited at a specified location.

(6) A thorough final cleaning will be carried out by the landlord and is already included in the rental price.

### § 3 BOOKING CONDITIONS, RENTAL PRICE AND METHOD OF PAYMENT

Direct booking	Portal booking
<p>(1-1) If you are interested in the apartment, you must send a booking request to the landlord via the website <a href="https://www.unterkunft-basel.com">https://www.unterkunft-basel.com</a>, containing at least the following information:</p> <ul style="list-style-type: none"> <li>• Number of the apartment you are interested in</li> <li>• Type of request (private or business)</li> <li>• Company (only if business inquiry)</li> <li>• Title, first and last name of the main tenant</li> <li>• Full registered address of the main tenant</li> <li>• Email address and telephone number for contact</li> <li>• Number of adults and children</li> <li>• Desired booking period</li> <li>• Special requests (e.g. garage space, baby bed, etc.)</li> <li>• Remarks (e.g. billing address)</li> </ul>	<p>(1-2) If you are interested in the apartment, you can book it through a booking portal using the standard booking process. The data collected initially varies depending on the booking portal, but should contain at least the following core data:</p> <ul style="list-style-type: none"> <li>• Apartment number</li> <li>• First and last name of the main tenant</li> <li>• Full registered address of the main tenant</li> <li>• Email address to contact</li> <li>• Number of people</li> <li>• Desired booking period</li> </ul> <p>Further data can also be made available later.</p>
<p>(2-1) The landlord is entitled to reject the booking request without giving reasons.</p>	<p>(2-2) The landlord is not normally entitled to refuse or cancel a booking made through a booking portal. However, this is possible in exceptional cases, for example, if a guest has not complied with the house rules in the past.</p>
<p>(3-1) Upon acceptance of the booking request, the landlord will formally send the prospective tenant a booking confirmation, which constitutes a provisionally binding confirmation of the availability of the apartment and contains the rental price and payment terms. A final and binding booking for both parties is concluded as follows:</p> <ul style="list-style-type: none"> <li>• For long-term bookings that are placed 3 weeks or longer before arrival, with a regular payment deadline (see §3 paragraph 8a-1 and 8b-1): Upon timely receipt of the deposit or full payment by the tenant to the landlord.</li> <li>• For short-term bookings that are placed less than 3 weeks before arrival (see Section 3, Paragraph 8c-1): Upon explicit confirmation of the booking by the tenant via email after receiving the booking confirmation from the</li> </ul>	<p>(3-2) The landlord or an agency appointed by the landlord shall formally send the tenant a booking confirmation, which constitutes a binding confirmation of the availability of the apartment and contains the rental price and the terms of payment.</p>

Direct booking	Portal booking
landlord. The landlord reserves the right to reject such a short-term booking if the explicit confirmation is not received promptly within 12 hours of sending the booking confirmation.	

(4) The rental price and booking conditions differ for direct bookings and portal bookings. Portals charge different booking fees but also offer various discount promotions that determine the final rental price. In addition to the individual portal surcharges, the rental price always consists of a base rental price, which applies to up to 2 people, and surcharges that are payable per person from the third guest (3+ years). The base rental price and surcharges are calculated based on the number of nights in the apartment and the corresponding valid daily rates. For longer stays, a discount on the base rental price is possible. The total booking price is calculated from the daily rates valid at the time of booking, the desired surcharges (e.g., for additional guests or special services), discounts, and various portal surcharges. Retroactive price changes do not apply.

(5) The rental price includes the following:

- Rent for the apartment
- Costs for water, electricity, heating (all within normal limits)
- Waste disposal (within normal limits)
- Use of towels, bed linen and tea towels
- Use of all technical equipment in the multimedia center (GEZ fee)
- Thorough final cleaning
- Weekly intermediate cleaning for stays of more than 10 days (if requested by the tenant or landlord)
- Use of the internet via Wi-Fi (a device with a sufficiently strong antenna is required and must be provided by the tenant)
- Internet access via TV (via Wi-Fi)
- Calls to all German networks as well as to landlines in Switzerland, the EU, the USA and Australia – For other countries as well as mobile numbers and generally for all premium rate numbers and special numbers, charges apply, which can be billed as additional costs at the end of the call
- Use of the garden (with shed and barbecue) is possible by arrangement
- Parking on site

(6) The following additional chargeable services may be used on-site and will increase the normal rental price (the prices current at the time of booking apply):

- Garage parking space
- A baby bed with extra bed
- Use of washing machine (including detergent and fabric softener) - cash payment after use

(7) The rental price includes German VAT, which is applicable at the time of arrival, but not city tax, as this is calculated individually taking into account the age of the guests and their presence during the entire booking period.

Direct booking	Portal booking
<p>(8a-1) If the booking request is made <u>more than 6 weeks in advance</u>, the following applies:                      As confirmation of the booking, the tenant must transfer a portion of 10-20% of the total amount within 7 calendar days. The remainder of the total amount, which includes all costs known at that time (e.g., garage parking or an extra bed), is due and must also be transferred no later than 3 weeks before arrival.</p>	<p>(8-2) The tenant follows the payment terms and conditions of the portal used and all applicable processes there. The landlord is not involved. Tenant payments are processed through a payment service provider designated by the portal or an agency commissioned by the landlord. This results in higher costs but has the advantage of allowing payment by credit card or PayPal. The landlord only receives access to the paid rental amount after the tenant's arrival.</p>
<p>(8b-1) If the booking request is made <u>less than 6 weeks in advance</u>, the following applies:                      As confirmation of the booking by the tenant, the total amount, which includes all costs known at that time (e.g. also a garage parking space or an extra bed), must be transferred within 7 calendar days.</p>	
<p>(8c-1) In the case of short-term inquiries and binding bookings with explicit confirmation from the tenant (see §3, paragraph 3-1), it is also possible to pay the full amount in cash upon arrival or to present a valid bank transfer receipt as proof of payment.</p>	

(9) Additional costs such as telephone charges for mobile numbers abroad or use of the washing machine must be paid in cash upon departure or can be transferred subsequently.

Direct booking	Portal booking
<p>(10a-1) Only the prices stated by the landlord in the booking confirmation (PDF document) are binding. All other price information on websites, flyers, or by phone is for informational purposes only and is without guarantee.</p>	<p>(10a-2) Only the prices offered by the portal and accepted by the tenant upon booking are considered binding. All other price information on websites, flyers, or by phone is for informational purposes only and is without guarantee.</p>
<p>(10b-1) Only bank transfers to one of the landlord's accounts (Germany or Switzerland) are accepted as payment options. Other payment providers or methods are not offered.</p>	<p>(10b-2) All payments are processed through the portal used or through an agency commissioned by the landlord. The most common payment methods on the portals are credit cards and online payment service providers such as PayPal. The payment processing fees charged by the portals are already included in the rental price.</p>

<b>Direct booking</b>	<b>Portal booking</b>
(10c-1) If a tenant books the apartment for a continuous period of three months or more, the third and subsequent months can be paid separately. Payment must be made in advance, no later than three weeks before the start of the new month.	(10c-2) If a tenant books the apartment for a longer continuous period, all rental costs are due before arrival.
(10d-1) If the tenant is more than 7 days late in paying, the landlord is entitled to terminate the contract without notice and to rent the apartment to someone else without further reasons.	(10d-2) The guest remains liable for the agreed rental price in full, regardless of the booking or payment method used. If the payment processed through a third-party provider (e.g., Adyen NV via Holidu) is unsuccessful, reversed, withheld, or not paid to the landlord for any reason, the guest agrees to pay the landlord directly upon request. This applies in particular in the event of chargebacks, technical malfunctions, fraud checks, or payment defaults by the platform or payment service provider.
(10e-1) If a tenant books the apartment for several months and defaults on subsequent payments, the landlord is entitled to terminate the contract without notice at the time of the default and to rent the apartment to someone else. In such a case, the tenant must vacate the apartment at the time of the default (see §4, Paragraph 4) and, in the event of default, reimburse any additional costs incurred. Should the tenant fail to comply with this request and the landlord incurs further costs in this connection, the tenant also undertakes to fully reimburse these costs.	

(11) The landlord reserves the right to change the rental prices for periods not yet booked at any time. Rental prices for existing bookings remain explicitly unaffected. The tenant accepts that the rental price for the dates of their booking was fixed at the time of booking and will not be adjusted subsequently.

#### § 4 CANCELLATION, TERMINATION OF STAY AND SPECIAL RIGHT OF TERMINATION

Direct booking	Portal booking
<p>(1-1) A booking may be cancelled free of charge up to 14 days prior to the arrival date, 00:00 hrs (local time of the accommodation). Any payments already made will be refunded.</p> <p>If the cancellation is made later than 14 days, but no later than 2 days prior to the arrival date, 00:00 hrs (local time of the accommodation), 50% of the total price shall be payable.</p> <p>From 2 days prior to the arrival date, 00:00 hrs (local time of the accommodation), the full 100% cancellation fee will be charged.</p> <p>Therefore, travel cancellation insurance is recommended. The landlord does not offer travel cancellation insurance.</p> <p>Example: For an intended arrival on August 15<sup>th</sup>, the free cancellation period ends on August 1<sup>st</sup> at 00:00 hrs (local time of the accommodation).</p> <p>A cancellation subject to a 50% charge is possible until August 13<sup>th</sup> at 00:00 hrs. From August 13<sup>th</sup> at 00:00 hrs, 100% shall be payable.</p>	<p>(1-2) Cancellation policies may vary slightly from portal to portal; what was communicated at the time of booking applies.</p> <p>Generally, a portal booking can be canceled free of charge up to two weeks before the arrival date. Any payments already made will be refunded. After that, the full 100% of the rental price is due.</p> <p>Therefore, travel cancellation insurance is recommended. The landlord does not offer travel cancellation insurance.</p>
<p>(2-1) Cancellations or terminations can only be made in writing. Emails are also acceptable if they originate from the email address previously used for communication between the landlord and tenant. The date of receipt of the notice by the landlord or tenant is decisive.</p>	<p>(2-2) Cancellations or terminations can only be made through the portal through which the booking was made. The cancellation process is defined by the portal.</p>
<p>(3-1) If a tenant books the apartment for a continuous period of more than three months, the third and subsequent months are considered separate booking periods. This means that a tenant could, for example, cancel this and subsequent months free of charge up to two weeks before the start of the third or any subsequent month.</p>	<p>(3-2) Longer consecutive booking periods do not have special cancellation conditions for portal bookings, unless the portal conditions provide for this.</p>

(4) Bookings with a rental period of more than one month but less than six months shall continue to be considered a temporary rental of a holiday apartment within the meaning of Section 549 Paragraph 2 No. 1 of the German Civil Code (BGB). The landlord is entitled to terminate the rental agreement at any time without notice for good cause. Good cause shall exist in particular if the tenant, despite a warning,

- persistently violates the provisions of this contract or the house rules,
- leaves the use of the apartment to third parties contrary to the agreement,
- exceeds the number of people in the apartment agreed in the booking confirmation,

- allows unregistered persons to live in the apartment,
- culpably caused serious damage to the apartment or its contents, or
- permanently disturbs the peace of the house.

A warning is unnecessary if the violation is so serious that the landlord cannot reasonably be expected to continue the tenancy, or if a warning is clearly unlikely to be successful. In the event of termination without notice for good cause, the tenant remains obligated to pay the rent for the originally agreed rental period, less any savings incurred by the landlord and any income the landlord has earned or could have earned through renting the apartment to another party. In addition, the landlord may assert any claims for damages.

(5) The tenant is entitled to nominate a replacement tenant instead of canceling the contract, who will enter into the contract under the same terms and conditions. In this case, the rights and obligations under the rental agreement shall be transferred to the new tenant upon confirmation of the booking. The landlord reserves the right to reject the proposed replacement tenant without giving reasons. In this case, the booking remains valid.

(6) If the tenant terminates the stay prematurely, he remains obliged to pay the full rental price.

## **§ 5 LIABILITY AND OBLIGATIONS OF THE TENANT**

(1) The apartment, including the furniture and other items contained therein, must be treated with care and protected from damage. The tenant must instruct persons accompanying and/or visiting him to exercise due care. The tenant is liable for any culpable damage to the apartment, furniture, or other items in the apartment caused by him or his accompanying persons.

(2) Defects that arise upon taking over the apartment and/or during the rental period must be reported to the landlord immediately in an appropriate form.

(3) Keeping animals in the apartment is not permitted.

(4) Smoking is not permitted in the apartment.

(5) The house rules are an integral part of these booking conditions. They will be made available to the tenant in German and English prior to the conclusion of the contract – either as an appendix to the booking confirmation or via our website ([German version](#), [English version](#)). The tenant and any accompanying and/or visiting persons undertake to comply with the house rules. A copy is also available in the holiday apartment.

(6) The tenant must show consideration for residents and neighbors.

(7) The tenant undertakes, at the landlord's request, to present an identity card or passport of himself and all accompanying persons for comparison with the registered data for city tax, registration form and KONUS cards, in accordance with Section 29 of the Federal Registration Act (BMG).

(8) The keys handed over to the tenant must be kept responsibly. In the event of loss, the landlord must be notified immediately. In such a case, the landlord may demand that the affected cylinder locks, keys, or locking systems be replaced or modified at the tenant's expense.

## **§ 6 OBLIGATIONS OF THE LANDLORD**

(1) The landlord undertakes to provide the tenant with a clean apartment with fully functional equipment on the day of arrival, which corresponds to what has been promised in these booking conditions.

(2) The landlord undertakes to remedy any defects discovered in the apartment or its promised furnishings within a few days. This does not apply to defects for which the tenant is culpably responsible.

## **§ 7 TELEPHONE AND INTERNET**

(1) Telephone and internet are made available to the tenant for use, but continuous availability cannot be guaranteed.

(2) The tenant undertakes to bear all costs for which he is responsible that are related to the use of the telephone and the internet.

(3) Calls to German landlines and mobile networks are free of charge, provided they do not involve special charge numbers. Calls to landlines in many other countries, such as Switzerland, France, the USA, and Australia, are also free of charge. Other calls will be billed as additional costs (at cost) upon or after departure. The landlord will be happy to provide the current terms and conditions, including which countries are currently included in the flat rate, upon request.

(4) If the tenant uses the telephone provided and incurs costs (e.g., for calls to non-German mobile networks, premium rate numbers), the necessary connection data (number called, date, time, duration) will be recorded and stored for accurate billing. This data will be used exclusively for the preparation of the utility bill and will be deleted after the end of the tenancy and the billing process, unless there are statutory retention periods or further storage is necessary to assert, exercise, or defend legal claims. The data will not be passed on to third parties unless legally required to do so.

(5) The tenant is not authorized to change the configuration of the telephone or telephone system. Tampering may result in immediate termination of the contract (see §4, Paragraph 4).

(6) Internet access via Wi-Fi is free of charge. The tenant is responsible for any costs incurred by accessing fee-based websites.

(7) As the landlord, we recommend that tenants only connect devices to the internet via Wi-Fi that have up-to-date anti-virus software. The landlord expressly excludes any liability for data loss or virus infections on the tenant's device related to Wi-Fi and internet access. For security reasons, we recommend using company laptops exclusively with a VPN (Virtual Private Network).

(8) The tenant undertakes not to misuse or unlawfully use the provided internet and telephone connections, in particular not to commit copyright infringements or criminal offenses, in particular

- not to disrupt, alter or damage the telephone network or other networks;
- not to transmit any malware, unauthorized advertising, chain letters or other harassing messages;
- not to infringe any rights of third parties, in particular intellectual property rights (e.g. copyright and trademark rights);

- not to use services to establish connections where the caller receives payments or other valuable consideration from third parties as a result of the call and/or depending on the duration of the connection (e.g. connections to advertising hotlines);
- not to use the services to make a computer permanently accessible as a server;
- to use circuit-switched telecommunications services only to establish connections manually established via the terminal equipment;
- not to carry out commercial forwarding of connections or to provide interconnection services;
- not to use the service for the automated exchange of data between end devices (machine-to-machine).

In the event of reasonable suspicion of misuse or illegal use, the landlord reserves the right, within the scope of legal provisions, to disclose the necessary connection data to authorities or to take action on behalf of the rights holder in the event of violations. In the event of misuse, the tenant is responsible for all resulting costs (e.g., warning fees, damages) and indemnifies the landlord against any claims by third parties. Furthermore, such misuse may lead to immediate termination of the contract (see §4, Paragraph 4).

(9) If the tenant uses the flat-screen TVs with private access data for streaming services (Netflix, Amazon Prime, Disney, etc.), they agree to remove these from the flat-screen TV configuration at the end of their stay. If this is forgotten, the landlord disclaims any liability for any resulting damage, even after the tenancy has ended.

(10) For security reasons, the landlord's Wi-Fi router automatically temporarily stores technical connection data (e.g., MAC addresses and destination addresses). This data is used exclusively to subsequently check which device was connected to the network at a specific time in the event of reasonable suspicion of illegal use of the internet access (e.g., copyright infringements, criminal content). The data will not be evaluated or shared on a personal basis, except within the scope of statutory obligations to cooperate with law enforcement authorities. The tenant undertakes to use the internet access only within the framework of applicable laws.

## § 8 MISCELLANEOUS, SEVERABILITY CLAUSE

Direct booking	Portal booking
(1-1) These booking conditions apply only if they have been effectively incorporated into the contract. For direct bookings, this occurs through the tenant's express consent during the booking process, in particular by clicking the option "I agree to the General Terms and Conditions and Data Privacy Policy" (which are linked to each).	(1-2) For bookings made via portals, these booking conditions apply in addition to the portal conditions, to the extent the respective portal provides or permits this. In the event of conflicting conditions, the portal conditions shall prevail, unless the portal conditions explicitly grant this priority to the landlord's booking conditions.

(2) Amendments and additions to these booking conditions must be made in writing. This also applies to changes to this written form clause.

(3) These booking conditions apply to all bookings resulting from booking requests made between the date shown below right and the publication of the next version.

(4) The transfer of the rental agreement to third parties is not permitted unless the landlord and tenant agree to this.

(5) The landlord or his property manager are entitled to enter the apartment for legitimate reasons (e.g., to prevent damage or carry out necessary repairs) after giving timely notice. In urgent emergencies, immediate access is permitted even without notice.

(6) Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision.

(7) This contract is governed by the laws of the Federal Republic of Germany. If the tenant is a merchant, a legal entity under public law or under a special fund under public law, or has no general place of jurisdiction in Germany, the place of jurisdiction shall be Lörrach.