

General Terms and Conditions

Landlords

Regina and Ramon Dähne, Krotzenburger Straße 29, 63457 Hanau, Germany

Booking / booking confirmation

Please enter your booking wishes in the booking enquiry or write to us: anfrage@backsteinhaus-hanau.de or call us.

If we can provide you the apartment in the desired period, you will receive a written confirmation of the booked apartment from us. The rental contract is concluded when we confirm the guest's booking request by telephone or in writing by letter post and/or e-mail and thus accept the booking (acceptance of application).

The contractual partners are the landlords, Regina and Ramon Dähne, and the guest. If a third party has ordered for the guest, he is liable to the landlords together with the guest as joint debtor for all obligations arising from this contract, provided that the landlords have a corresponding declaration of the third party.

The guest is obliged to check the booking confirmation for correctness. If the content of the booking confirmation deviates from the booking enquiry and if the guest does not raise objections to it immediately, the content of the booking confirmation is deemed to be contractually agreed.

Arrival and departure

Arrival and departure times apply to the individually agreed weekdays. Departure must take place by 10.00 a.m. at the latest on the day of departure. The apartment is available from 16:00 on the day of arrival. Other arrival and departure times can be agreed individually with the landlords.

Should the tenant/guest not arrive by 22.00 on the day of arrival, the contract is deemed to have been terminated after a period of 48 hours without notice to the landlord. The landlords or their representatives can then freely dispose of the apartment. A (proportionate) repayment of the rent due to premature departure will not be made. The tenant/guest is obliged to present valid identity documents to the landlord upon arrival.

Terms of payment

The rental agreement becomes valid upon receipt of the deposit of 20% of the total amount, maximum 300 euros, on the account of the landlord. The down payment is due within seven days after receipt of the booking documents.

For bookings of up to 4 weeks, payment must be made directly when the apartment is occupied. For bookings of up to 6 months, the amount must always be paid on the 1st of the following month.

Additional costs for water, parking space, waste, energy costs will not be charged.

A security deposit of 100,00 Euro must be paid in cash at the beginning of the rental period. This will be returned to the tenant/guest upon departure, provided that no damage has occurred to the apartment, furniture, etc. or nothing is missing.

Account details: Ramon Dähne und Regina Dähne, Backsteinhaus, DKB Deutsche Kreditbank AG, IBAN: DE73 1203 0000 1004 0858 80, BIC: BYLADEM1001

Apartment

The tenant/guest receives 1 key card for unhindered access to the BacksteinHaus and his apartment for the duration of the rental period.

The apartments are handed over by the landlords in a tidy and clean condition with complete inventory. Should defects exist or occur during the rental period, the landlords must be informed immediately. The tenant/guest is liable for any damage caused to the apartment, the inventory and the communal facilities, such as broken crockery, damage to the floor or furniture. This also includes the costs for lost KeyCards (15.00 Euro).

Defects and damage already discovered on arrival must be reported immediately, otherwise the tenant/guest is liable. A reasonable period of time must be allowed for the removal of damages and defects. Claims arising from complaints that are not reported immediately are excluded. Complaints received by the landlord at the end of the stay or after leaving the apartment are also excluded from compensation.

The inventory is to be handled with care and care and only intended to remain in the apartments. The tenant/guest is also liable for the fault of his fellow travellers.

The contract can be terminated without notice if the apartments are used contrary to the terms of the contract, such as subletting, overcrowding, disturbance of domestic peace, etc. The tenant/guest shall also be liable for the fault of his fellow travellers. The rent already paid remains with the landlords.

If a liability insurance exists, the damage must be reported to the insurance company. The landlords are to be informed of the name and address as well as the insurance number of the insurance.

The landlord and also service providers commissioned by him (e.g. cleaning company) have a right of access to the apartments at any time, especially in case of imminent danger. The interests of the lessee/guest worthy of protection shall be taken into account appropriately when exercising the right of access. The Landlord shall inform the Tenant/Guest in advance about the exercise of the right of access, unless this is not possible under the circumstances of the individual case.

Stay

The apartment may only be used by the person listed in the booking. If the apartment is used by more persons than agreed upon, a separate fee is to be paid for them, which is reflected in the rental price. If the landlords are not informed, they have the right to cancel the rental contract without notice.

A subletting and transfer of the apartment to third parties is not permitted. The rental agreement may not be passed on to third parties.

House rules

The tenant/guest is obliged to adhere to the house rules of the brick house. From 22.00 o'clock to 7.00 o'clock the night rest is valid. In this time special consideration is necessary for the flatmates and neighbours. TV and audio equipment must be set to room volume. For the duration of the apartment's use, the tenant/guest is obliged to keep windows and doors closed when leaving the apartment, to adjust all radiators to a low level and to switch off light and technical equipment.

Special requests and ancillary agreements are generally possible. They require written confirmation by the landlord.

Pets are not allowed.

The brick house is a non-smoking house (incl. shishas, e-cigarettes, steamers, etc.).

Smoking is only allowed outside in the rear part of the yard.

Cancellation

You can withdraw from the contract at any time. Withdrawal must be in writing. In the event of withdrawal, the tenant/guest is obliged to compensate us for the damage incurred:

- from the day of the booking confirmation by the landlord until
no compensation on the 121st day before the start of the rental period
 - from the 120th day to the 61st day before the start of the rental period Deposit amount
 - from the 60th day to the 15th day before the start of the rental period 50 % of the total rental price
 - from the 14th day to the 8th day before the start of the rental period 80 % of the total price
- In the event of cancellation less than eight days before the start of the rental period, the full rental price shall be payable.

The date of receipt of the notice of cancellation from the guest / tenant counts in each case. Already paid amounts will be charged.

A substitute person who enters into the contract under the conditions stated can be provided. A written notification is sufficient. It is recommended to take out a travel cancellation insurance policy.

Data protection

The guest / tenant agrees that within the scope of the contract concluded with him necessary data about his person will be stored, changed and/or deleted. All personal data will be treated absolutely confidentially.

Liability

The tender was drawn up to the best of our knowledge. There is no liability for any influence on the rented property by force majeure, by power and water failures customary in the country or by thunderstorms. Likewise, no liability shall be assumed in the event of unforeseeable or unavoidable circumstances such as official orders, sudden construction site or disruptions caused by natural or local circumstances. However, the landlords are happy to assist in solving the problems (as far as this is possible).

The landlords are not liable for objects brought in by the guest / tenant; they are not considered objects brought in as defined by §§ 701 f. BGB. A liability of the landlords according to these regulations is thus expressly excluded. This also expressly applies to valuables which the guest/tenant keeps and/or leaves in his apartment.

The guest/tenant is liable for all damages which he - his fellow travellers or his visitors have culpably caused in the brick house, in the apartment and/or in the inventory of the apartment. A private liability insurance is recommended for the guest / tenant. The guest/tenant is obliged to immediately notify the landlord of any damage. This also applies in particular to such damages which may also affect other apartments in the house (e.g. water damage, fire damage).

Claims of the guest / tenant are subject to a limitation period of six months, unless the landlord is liable due to intent. Claims of the landlord expire in the respective legal period.

Final provisions

Amendments and supplements to these terms and conditions must be made in writing. This shall also apply to the cancellation of this written form requirement.

The law of the Federal Republic of Germany applies exclusively.

If the customer is a merchant or a legal entity under public law, the district court of Hanau shall be the exclusive place of jurisdiction and performance for all disputes arising from this contract.

Should individual provisions of this contract be invalid or contradict the statutory provisions, this shall not affect the remainder of the contract. The ineffective provision shall be replaced by the parties by a legally effective provision which comes as close as possible to the economic sense and purpose of the ineffective provision.

Photos and text on the website or in the flyer serve the realistic description. The 100-percent agreement with the 3 apartments cannot be guaranteed. The landlords reserve the right to change the equipment (e.g. furniture) if they are equivalent.

The guest/tenant agrees to the general terms and conditions of the BrickHouse. The declaration of consent is made when the contract is concluded.

Duty to inform on the basis of Art. 14 para. 1 ODR:
www.ec.europa.eu/consumers/odr