

TERMS AND HOUSE RULES FOR RENTAL OF THE APARTMENT

Casa LEX

Landlord: Alexander HOEGE, Excelsior I Building, Avenida de Tirajana 10, 4º, 14, ES-35100
Maspalomas-Playa del Inglés, San Bartolomé de Tirajana (G.C.) Canary Islands, Spain

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§ 1 Validity of the General Terms and Conditions

(1) These General Terms and Conditions apply to contracts for the rental of holiday properties for accommodation (hereinafter referred to as apartments) as well as all other services and deliveries provided by the provider to the guest. The provider's services are provided exclusively on the basis of the General Terms and Conditions.

(2) The subletting or subletting of the apartment provided and its use for purposes other than residential purposes require the prior written consent of the provider.

(3) The guest's terms and conditions only apply if they have been agreed upon in advance. Deviations from these conditions are only effective if the provider has expressly confirmed them in writing.

§ 2 Booking and booking confirmation

Please enter your booking requests via the booking request or send them in writing to urlaub@casa-lex.com or call us on +49(0)1799747413.

If we can provide you with the apartment within the desired period, you will receive a written confirmation from us. The reservation is legally binding upon receipt of the booking confirmation and after the deposit has been paid (see §3).

§ 3 Payment conditions

The deposit (which will be communicated to you in the booking confirmation) must be transferred to our account by the date specified (also in the booking confirmation).

The remaining payment is due by the date specified (also in the booking confirmation).

In the event of late payment, we are entitled (after a friendly request for payment) to charge the applicable statutory default interest of currently 5% above the base interest rate. For each reminder after the default has occurred, the customer must reimburse us reminder costs amounting to 25.00 euros. The customer is responsible for all other costs incurred as part of debt collection. The customer bears the costs of payment, especially when transferring money from abroad. All bank transfer fees are to be borne entirely by the tenant, i.e.ours Bank account is the full invoice amount to be credited free of charge. We only accept payments by bank transfer, no debit or credit cards or checks.

§ 4 Arrival and departure

On the day of arrival, the apartment is available from 3 p.m.

Claims for damages cannot be made if, in exceptional cases, the apartment cannot be occupied promptly at 3:00 p.m.

On the day of departure, the apartment must be vacated by 11 a.m. The landlord reserves the right to charge for a late departure. The apartment must be left swept clean and tidy on the day of departure. The dishes, glasses, etc. must be cleaned and put away, the trash cans must be emptied and the refrigerator must be cleared out.

§ 5 The Apartment

The apartment will be handed over by the landlord in a tidy and clean condition with a complete inventory. If defects exist or occur during the rental period, the landlord must be informed immediately. The tenant is liable for any damage caused to the rental property, the inventory, e.g. broken dishes, damage to the floor or furniture. This also includes the costs for lost keys.

Replacing a cylinder lock with 3 keys costs 120.00 euros.

The inventory must be treated gently and carefully and is only intended to remain in the apartment. Moving furnishings, especially beds and sofas, is prohibited. The tenant is also liable for the negligence of his fellow travelers. Damage caused by force majeure is excluded from this. If the apartment is used in violation of the contract, such as subletting, overcrowding, disturbing the peace, etc., or if the full rental price is not paid, the contract can be terminated without notice. The rent already paid remains with the landlord.

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

§ 6 Pets

Accommodation of pets of any kind is not permitted. If animals are still accommodated, the landlord can charge a cleaning fee of up to 250.00 euros (net).

§ 7 Stay

The apartment may only be used by the people listed in the booking. If the apartment is used by more people than agreed, a separate fee must be paid for them, which is determined in the

rental price. In this case, the landlord also has the right to terminate the rental agreement without notice.

Subletting or transferring the apartment to third parties is not permitted. The rental agreement may not be passed on to third parties.

The tenant agrees to the general terms and conditions and the house rules of the Casa LEX apartment. The declaration of consent is made by signing the rental agreement.

In the event of violations of the General Terms and Conditions or the house rules, the landlord is entitled to terminate the rental agreement immediately and without notice. There is no legal right to repayment of the rent or compensation.

§ 8 Travel withdrawal

A cancellation must be made in writing. If the tenant withdraws from the rental agreement, he or she is obliged to pay part of the agreed price as compensation if the apartment cannot be rented out elsewhere for the period.

The amount of compensation depends on the time up to the day of arrival and is as follows:

- if canceled 12 to 6 weeks before the start of the rental period: 30% of the agreed rental price
- if canceled 6 to 4 weeks before the start of the rental period: 60% of the agreed rental price
- for short-term cancellations from 4 weeks before Trip cancellations are possible 100% of the agreed rental price is due.

It is recommended that you take out travel cancellation insurance.

§ 9 Cancellation by the landlord

In the event of cancellation on our part due to force majeure or other circumstances beyond our control that make fulfillment impossible, liability is limited to reimbursement of costs. In the event of a justified withdrawal, the customer has no claim to compensation - liability for travel and hotel costs is not accepted.

The landlord can withdraw from the contract after the start of the rental period without observing a deadline if the tenant continues to disturb other tenants despite a warning or behaves in breach of contract to such an extent that the immediate cancellation of the rental agreement is justified.

§10 Liability of the landlord

The landlord is liable within the scope of the duty of care for the proper provision of the rental property. Liability for possible failures or disruptions in the water or electricity supply as well as events and consequences due to force majeure are hereby excluded.

§11 Use of internet access via WLAN

§11.1. Permission to use Internet access via WLAN

The landlord maintains Internet access via WLAN in his holiday property. It allows the tenant to share the WLAN access to the Internet for the duration of his stay in the holiday property. The tenant does not have the right to allow third parties to use the WiFi.

The landlord does not guarantee the actual availability, suitability or reliability of the Internet access for any purpose. He is entitled at any time to allow additional co-users to operate the WLAN in whole, in part or at times and to restrict or exclude the tenant's access in whole, in part or at times if the connection is or has been used unlawfully, to the extent that the landlord has to fear a claim as a result and cannot prevent this within a reasonable time with the usual and reasonable effort. In particular, the landlord reserves the right to block access to certain pages or services via the WLAN at its reasonable discretion and at any time (e.g. pages that glorify violence, pornography or paid pages).

Streaming services: The landlord provides the tenant with various streaming services via Internet television. To do this, the tenant must register with their own account and must bear the costs for paid shipments or similar themselves. We strongly encourage you to log out of your account before you leave! If the new tenants use and/or misuse the services via your account, the landlord is not obliged to bear the costs and assumes no liability for this.

§11.2. access data

Use takes place via access protection. The access data (login and password) may under no circumstances be passed on to third parties. If the tenant wishes to grant third parties access to the Internet via WLAN, this is subject to the landlord's prior written consent and the means

Signature and complete identification of documented acceptance of the provisions of this user agreement by the third party are mandatory. The tenant undertakes to keep his access data secret. The landlord has the right to change access codes at any time.

§11.3. Dangers of WLAN use, limitation of liability

The tenant is advised that the WLAN only enables access to the Internet; virus protection and firewall are not available. The data traffic created using the WLAN is unencrypted. The data can therefore potentially be viewed by third parties. The landlord expressly points out that there is a risk that malware (e.g. viruses, Trojans, worms, etc.) can get onto the end device when using the WLAN. Use of the WiFi is at your own risk and at the renter's own risk. The landlord assumes no liability for damage to the tenant's digital media caused by the use of the internet access, unless the damage was caused intentionally or through gross negligence by the landlord and/or his vicarious agents.

§11.4. Responsibility and Release of Claims

For the data transmitted via the WLAN, the paid services used via it (including streaming service) idle The tenant is responsible for legal transactions. If the tenant visits paid websites or enters into liabilities, the resulting costs must be borne by him. He is obliged to comply with applicable law when using the WLAN. In particular he will:

Not to use the WLAN to access or distribute immoral or illegal content; not illegally reproduce, distribute or make accessible any copyrighted goods; this applies in particular in connection with the use of file sharing programs; observe the applicable youth protection regulations; not send or distribute any harassing, defamatory or threatening content; Do not use the WLAN to send mass messages (spam) and/or other forms of unauthorized advertising.

The tenant indemnifies the landlord of the residential property from all damages and claims from third parties that are based on the unlawful use of the WLAN by the tenant and/or on a violation of this agreement; this also extends to the claim or its defense related costs and expenses. If the tenant recognizes or must recognize that such a violation of the law and/or such a violation has occurred or is threatened, he will inform the landlord of the holiday property of this circumstance.

§ 12 House rules, general rights and obligations

(1) The guest is obliged to comply with the house rules. Night quiet applies from 10 p.m. to 8 a.m. To avoid disruption, TV and audio devices should be set to room volume.

(2) For the duration of the apartment rental, the guest is obliged to keep the windows (unless tilted) and doors closed when leaving the apartment.

(3) Taking or accommodating pets is not permitted.

(4) There is a general ban on smoking in the apartment. In the event of violations, the provider can charge a cleaning fee of up to 100.00 euros (net). Smoking is only permitted on balconies and terraces.

(5) The provider has the right of access to the apartment at any time, especially in the event of imminent danger. Appropriate consideration must be given to the guest's interests worthy of protection when exercising the right of access. The provider will inform the guest in advance about exercising the right of access, unless this is unreasonable or impossible given the circumstances of the individual case.

§13 Written form

Other than in this contract or those The agreements listed in the rental agreement do not exist. No verbal agreements were made. The General Terms and Conditions are accepted with signing and return of rental agreement accepted.

§14. Severability clause

Should one or more provisions of these General Terms and Conditions become ineffective, this will not affect the effectiveness of the remaining provisions. The invalid provision must be replaced by an effective one that comes closest to the economic purpose pursued by the invalid provision.

§ 15 Place of jurisdiction

German law applies. The place of jurisdiction and place of performance is the landlord's place of residence.

The local court in Gran Canaria is responsible for any disputes arising from the contractual relationship.