

Goeffels.de

Terms and conditions of the holiday home rental agreement

Arrival and departure:

The house can be booked on the day of arrival at the time indicated on the booking form (usually 5.00 p.m.) and must be returned on the day of departure (usually by 10.00 a.m.), as the house is cleaned in the meantime.

In any case, please coordinate deviations from the above-mentioned arrival time with the person responsible for handing over the keys (the tenant will receive the phone number with the booking documents).

Arrivals should be no later than 9.00 pm. A later arrival time must have been agreed by the caretaker; if necessary, costs may be incurred for this, which must be discussed with the caregivers.

At the end of the contract, the tenants must vacate the accommodation. If they fail to do so, the landlord has the right to charge an amount equal to three times the maximum price for the days on which the apartment should already be vacated. In addition, the tenant bears the claims for damages of the following tenants.

The tenant knows that this is a short-term holiday rental and that the property may not be used for the tenant's permanent residential purposes.

Keys:

The keys will be handed over on site by the responsible caretakers. These will be handed over when rent, deposit and all other costs have been paid.

At the end of the holiday, the keys must be returned to the caretaker.

Cleaning:

Complaints regarding house cleaning will only be accepted if they are made immediately (i.e. on the day of moving in or, if there is a weekend in between, on the following Monday). It will then be decided on site whether a cleaning lady will be assigned again.

If, in the event of complaints, a subsequent cleaning is carried out by the guests without an on-site inspection having taken place, and if claims of a financial nature are made afterwards, these cannot be complied with, as any compensation will only be paid in the form of the repeated provision of a cleaning lady. Any subsequent assertion of claims will not be recognized.

Payment:

When signing the contract, a deposit of the reservation is only valid upon receipt of the deposit on the landlord's account.

If the deposit is not received no later than 7 days after booking confirmation, the rental property can be rented to other interested parties.

For the tenant, the withdrawal clause listed below comes into force upon termination.

The costs of the transfer are borne by the tenant. Please transfer in euros.

If the landlord is charged bank charges, these will be deducted from the deposit.

Cancellation:

If, for any reason, the trip is not started, a travel cancellation notification must be submitted in writing. In this case, the following will be charged as compensation:

From the day of the conclusion of the contract until 75 days before the start of the trip, 30% of the travel price, but at least 180 euros (in the case of a deposit of 50%, 20% would then be refunded).

From 75 days to 45 days before departure, 50% of the travel price.

From 45 days before departure 100% of the travel price.

The tenant is entitled to bring a replacement tenant. In this case, however, an expense allowance of 15% (but at least 180 euros) would still be incurred.

In the event that the landlord has to withdraw from the contract for an important reason, he is liable to pay damages to the tenant. Any additional costs incurred by the tenant by renting another equivalent property as well as other costs would have to be borne by the landlord.

However, the landlord is primarily entitled to prove to the tenant three comparable rental properties (with equivalent equipment) in the same price range. If the tenant rejects these offers, the owner is exempt from compensation for damages.

Disliked:

If the tenant does not like the house, he is not entitled to terminate the lease.

Liability:

In the event of an official failure of water and electricity, no claims for compensation can be made. Likewise, not in the event of failure of technical and electrical equipment of any kind (however, the landlord is obliged to have the existing equipment repaired or replaced as soon as possible). No liability is assumed for the general quality of drinking water.

The landlord disclaims any liability for damages and accidents inside and outside the house and the pool. Tenants use the house, grounds and pool (if any) at their own risk!

The landlord is not liable for lost or diminished holiday quality and damage to

Theft, power failure, burst water pipes, noise pollution from neighbours or construction work, storms and their consequences or for local and national and country-specific impairments due to force majeure, animals, pollution and other country-specific causes.

The amount of the sum for which the landlord can be held liable is never higher than the agreed rental amount.

If there are defects in the house, these must be reported to the landlord or a commissioned person within 24 hours of moving into the house. If the existing defects are not reported, these may be at the expense of the tenant.

Tenant's duty of care:

The tenant undertakes to treat the rental property with care and to ensure proper cleaning during the stay. Any damage must be reported immediately to the landlord or manager. The costs for depreciation or new acquisition are to be borne by the lessee in the event of fault by the lessee.

The tenants themselves are responsible for the daily cleaning of the holiday home including the property (if available).

When moving out, please hand over the house swept clean.

The dishes must also be washed and the grill and oven must be cleaned state to be passed.

The tenant is also responsible for disposing of the garbage.

The tenant is liable for damages caused by breach of the duty of care (e.g. if awnings and parasols are not closed in windy conditions).

The tenant is advised to take out appropriate liability insurance, which includes rental damage.

It is not allowed to take glasses, bottles (because of the risk of injury) and animals (for hygienic reasons) into the pool (if any). The tenant is liable for damage that may occur, for example, to animal hair or other objects to the pool filter system.

It is forbidden in Spain (because of the scarcity of water) to let the pool water leak. Mechanical changes to pool apparatus and installations may only be carried out by the pool service man.

In the case of houses or apartments that are in holiday resorts or two-family houses, the corresponding house rules must be observed.

Occupancy capacity:

Only the number of people specified at the time of booking will be admitted. If this is exceeded, the landlord reserves the right to terminate the contract with immediate effect or to issue a
Appropriate surcharge to be requested.
The overnight stay of visitors daily would have to be discussed with the landlord or property manager. An additional charge may then apply.

Animal husbandry:

If it is possible to bring a dog, this must be agreed in advance with the landlord. The tenant must then ensure that the doors are not scratched and that the upholstered furniture or beds are not used by the animal. The garden must be kept clean. The tenant is liable for any damage that may occur because of animal husbandry.

Unauthorized animal husbandry can lead to the termination of the contract without notice (because there are in some houses problems with "allergy sufferers". The rental price is non-refundable.

Dog liability insurance must be taken out, which includes rental damage (if none already exists).

In any case, the dog or cat must "escape" before the start of the trip (out of consideration for the following tenants).

Venue:

The place of jurisdiction is the country of residence of the landlord.

Privacy policy

Information on data collection in accordance with Article 13 GDPR

The owner of the house collects your data for the purpose of preparing and executing the contract, fulfilling contractual and pre-contractual obligations.

The collection and processing of data is necessary for the preparation and/or execution of a contract and is based on Article 6 (1) (b) GDPR. The data will not be passed on to third parties.

The following exceptions apply:

Service providers, suppliers, accountants and - if necessary - real estate managers to the extent necessary for the execution of the contract and consumption billing; and, if necessary, maintenance and repair work on executing authorities to comply with legal requirements.

Other exceptions:

Data required for non-cash payments for payment transaction processing to the service providers and banks involved

Data required to obtain credit information.

The data will be deleted as soon as they are no longer required for the purpose of their processing and the statutory retention periods have expired.

You are entitled to request information about the data stored here about you, as well as to request the correction of the data in the event of incorrectness of the data or, in the event of inadmissible data storage, the deletion of the data.

Information for visitors to the moorings, e.g. on video surveillance:

The owner does not operate any surveillance systems himself.

In the case of other monitoring systems of a property or similar, reference is made to the respective operator (usually the community of owners).

If electronic locking systems and opening devices are available, the locking processes and the respective user ID are recorded.

You also have the right to lodge a complaint with the competent supervisory authority.