# **General Terms and Conditions (GTC)**

# Ferienwohnung Morgensonne Mölln

# § 1 Scope of Application

These GTC apply to all contracts for the rental of the holiday apartment "Morgensonne" in Mölln. They govern the rights and obligations between the landlord and the guest.

Only the German-language version of the GTC is legally binding. Translations into other languages serve solely as guidance.

# § 2 Booking and Contract Conclusion

- 1. **Booking Inquiry**: Bookings are made in writing (via email or online form). Reservation requests can also be accepted by phone at +49 174 1974758.
- 2. **Contract Confirmation**: The contract becomes effective only upon written confirmation by the landlord.

#### 3. Payment Terms:

- **Deposit**: 50% of the total price within 7 business days after booking confirmation.
- **Final Payment**: 50% no later than 7 days before arrival.
- Cancellation: Failure to pay may result in cancellation of the booking by the landlord.

### 4. Reservations:

- **Confirmation**: Reservations are valid only upon written confirmation by the landlord.
- **Deposit Obligation**: Failure to pay the deposit within the agreed timeframe automatically voids the reservation.

#### § 3 Prices and Services

- 1. **Total Price**: Includes ancillary costs, bedding, and towels.
- 2. **Tourist Tax**: Not included, charged separately per Mölln Tourism Ordinance:
  - Off-season (1 Nov–31 Mar): €1.50/person/night
  - **Peak season (1 Apr–31 Oct):** €3.00/person/night

#### 3. Additional Costs:

• **Final Cleaning**: €60 (one-time)

- **Minibar**: See price list
- **Deposit**: €180 (one-time). Refunded within 10 business days after return of the rental property, minus incurred costs.

#### 4. Additional Services:

- **Pets**: Not permitted.
- **Smoking**: Allowed exclusively on the balcony.

# § 4 Use of the Holiday Apartment

- 1. **Occupancy**: Up to 4 adults may stay in the apartment.
- 2. Check-in/-out:
  - **Check-in**: From 14:00 to 21:00.
  - **Late Check-in after 21:00**: Possible with a €50 fee, subject to prior written agreement.
  - Check-out: By 10:00.
  - Unauthorized overstay: If the guest stays in the apartment beyond the agreed check-out time without prior agreement with the landlord, we will charge them €30 for each hour or part thereof. If this overstay results in subsequent guests not being able to check in or not being able to check in on time, the guest is fully liable for all costs incurred by the landlord or subsequent guests.

#### 3. House Rules:

- **Quiet Hours**: 22:00–7:00.
- **Visitors**: Overnight guests require prior approval from the landlord.
- **House Rules**: Governed by the printed and emailed guidelines.

#### 4. **Defect Inspection**:

- Handover: When the rental property is handed over, an inventory list with details of the condition is created and its accuracy is confirmed by the guest with their signature.
- **Return**: The inventory list is reviewed upon return. New damages are deducted from the deposit; amounts exceeding the deposit are billed separately. Failure to participate in the inspection implies acceptance of the landlord's findings.

### 5. Cleaning Obligations:

• **Severe Contamination**: Cleaning fees up to €120 apply for urine, feces, oils, fats, paints, pests, lice, or fleas.

- **Uncleanable Items**: Items that can no longer be cleaned due to soiling will be deducted from the deposit refund up to the amount of their purchase price.
- **Odor damage caused by smoking:**: €60 additional cleaning fee for indoor smoking violations.

### 6. Parking:

- **Use**: Designated parking spaces provided free of charge. Use at guest's own risk.
- **Damage**: The landlord assumes no liability for any damage to the guest's vehicle, e.g., due to theft, falling branches, twigs, fruit, or other weather events.
- **Liability**: The guest is liable for any damage caused by the guest to gates, fences, trees, property, and vehicles belonging to the landlord.

# § 5 Liability and Damages

- 1. **Damages**: Guest liable for damage to furnishings.
- 2. **Insurance**: Landlord not liable for guests' personal belongings.
- 3. **Theft/Loss**: Guest liable for full replacement value of lost/stolen items.

### § 6 Cancellation

- 1. Guest Cancellation:
  - **8+ days before arrival**: Free cancellation.
  - **4–7 days before arrival**: 50% refund of total accommodation price.
  - ≤3 days before arrival: 10% refund.
  - **Cleaning fee:** Fully refunded upon cancellation.
- 2. **Landlord Cancellation**: Permitted for force majeure, illness, or contract breaches (e.g., occupancy limit violations) at any time and without prior notice. No compensation provided.

#### § 7 Final Provisions

- 1. **Jurisdiction**: Ratzeburg.
- 2. **Amendments**: GTC may be updated at any time.
- 3. **Severability Clause**: Invalidity of individual clauses does not affect the validity of the remaining GTC.

**Note**: These GTC apply in conjunction with the rental contract and house rules. For online bookings, the imprint and privacy policy are mandatory.