

1. Booking:

A reservation/booking confirmation will be sent to the guest confirming the booking via email, mail or fax. Only at this point does a valid contract exist between the apartment owner (provider of the accommodation) and the guest.

2. Bookings via the internet:

Unless the guest cancels or corrects the booking within 3 hours, the booking is valid by sending an email or transferring data via any other equivalent electronic medium (such as contact forms, messages via internet portals). The apartment owner checks whether the desired dates are available and replies within 48 hours sending a reservation/booking confirmation by email, mail or fax. The contract is only valid upon sending the reservation/booking confirmation.

3. Payment terms:

Upon sending the reservation/booking confirmation 20% of the total tariff is payable at once. The payment is required within 5 days at the time of booking via bank transfer to the account stated in the reservation/booking confirmation. The apartment owner is not responsible for any bank transaction fees or charges.

If the funds are not made within the period stated the apartment owner may cancel the contract and is therefore free to remarket the apartment for the booking period in question without consulting the guest first. However, non-payment does not apply to the guest as a right of withdrawal. The apartment owner's payment claim against the guest arises by sending the reservation/booking confirmation and remains valid until it is fully redeemed. Under the above stated clause the apartment owner may try to reduce potential damage caused by non-payment by offering the apartment to another guest.

The remaining 80% of the total tariff is due on the bank account stated in the reservation/booking confirmation at the latest 30 days prior to arrival.

The apartment owner is not obliged to and will not send any payment notifications. Both dates of payment are stated in the sent reservation/booking confirmation.

4. Cancellation policy:

Cancellation up to 30 days prior to start of booking is possible. In case of a cancellation 20% of the total tariff is due.

This amount covers processing fees and offers the possibility to grant discounts and pay fees for last-minute portals to find another guest for the apartment. If the apartment owner in case of a cancellation cannot find a replacement for the booking period in question, the risk of lost rental income shall be borne by the provider of the apartment owner.

The guest who cancelled the booking up to 30 days prior to arrival has to pay only the cancellation fee (20% of the total tariff) and nothing more.

In case of a cancellation within 30 days prior to arrival 100% of the total tariff is due (less the cost for final cleaning as stated in the reservation/booking confirmation; normally €25.00).

The guest has no claim for compensation for the days booked but cancelled. The same applies for cases of cancellation during your booked period and a no-show situation. However, in case of a no-show the cost for final cleaning are also deducted (normally €35.00). In case of a cancellation within 30 days prior to arrival or cancellation during your booked period or no-show the remaining payment (80% of the total tariff) is fully due.

5. Provider's right of withdrawal:

The provider of the apartment has the right to withdraw the contract when no payment is made as stated in the payment terms above (number 3.). The provider is also able to withdraw the contract in case of unexpected repairs and technical performances necessary to the apartment or the apartment building that cannot be suspended (e.g.: fire in the apartment or the apartment building, burst pipes, water damage, severe damage to the inventory caused by other guests, so that the apartment cannot be rented out to guests; structural injuries to the apartment building that affect the guests' safety or the rentability of the apartment; also any other possibilities and influences such as force majeure like flood or storm damages.).

In such a case the apartment owner may help the guest to find an alternative accommodation, however, the apartment owner is not obliged to do so.

6. Check-in/out times :

Unless otherwise specified check in is between 5.00pm and 7.00pm. If the guest wishes to arrive at another time the apartment owner needs to be informed in good time. If possible the provider is willing to meet the guest's wishes but cannot promise anything. The same applies for check out times which are between 8.00am and 11.00am.

7. Damages during your stay:

Any damage (including breakage) to the property, its equipment, fixtures or fittings during the guest's stay is exclusively the guest's responsibility. The same also applies for losses of the inventory.

The apartment owner recommends taking out a personal liability insurance for each guest just to be on the safe side.

8. Liability disclaimer:

The provider of the apartment shall not be liable for loss of or damage to any belongings of guests, including cars and vehicles or bicycles or skiing equipment etc.

9. Place of jurisdiction:

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Kempten im Allgäu.

10. Miscellaneous:

The apartment is a non-smoking property. **SMOKING IS STRICTLY PROHIBITED** in all rooms.

The "House Rules" of the apartment building apply. The guest shall follow these "House Rules" published in the building's foyer.

It is prohibited to light candles or any kind of open fire or flames in the whole apartment.

When leaving the apartment all windows need to be closed.

The guest shall close and lock the door any time he/she leaves the apartment even if it is only for a short amount of time.

Damages caused will be debited to the guest (polluter-pays-principle).

Liability is excluded for any prospectus and website contents.

Please think of other guests that rent the apartment after you!

At the day of departure the apartment must be cleared and handed over by 11.00am.

If a guest leaves without a proper check-out the apartment owner charges an additional processing fee of € 25.00.

By receiving these Terms and Conditions attached to the reservation/booking confirmation and by using the apartment the guest accepts these Terms and Conditions.

These Terms and Conditions are written down to avoid misunderstandings.

But please always remember:

An open and direct conversation is the easiest way to find a solution. It is our wish and effort to make your stay in our holiday apartment as pleasant as possible.

We are looking forward to your stay and hope you have a great holiday.

Yours
Brigitte Baumgärtner

Status: March 2014