

General terms and conditions - “Ferienwohnung König” (König’s Holiday Homes)

We are pleased to welcome you to our holiday homes. Here are some conditions for your and our legal safety. Exceptions or objections may be considered when establishing contacts via email or telephone.

1 – Conclusion of the contract

After sending us a booking either via the booking form, email or telephone, you will receive a booking confirmation mail or phone call. Only by receiving this confirmation a binding lease contract is established.

2 – Services and prices

Subject-matter of the lease contract is a holiday home either as described on the website or in the written offer you received. Prices usually contain energy costs and waste disposal.

The total number of inhabitants (including children) may not exceed the number of inhabitants declared in the booking confirmation of the holiday home or flat.

3 – Payment

The advance payment amounts to 30% and is to be paid no later than 14 days after receiving the booking confirmation (to the declared bank account or via PayPal).

The remaining amount is to be paid in cash and uncalled for after you have been showed your holiday home or flat. Accepted currency is Euro. Please contact us if you would like to pay in any other currency!

If the advance payment or remaining amount is not provided accordingly this may lead to rescission of the lease contract (see point 5 for further information). In this case you will be asked to pay a penalty (for amounts see point 5).

4 – Reservation confirmation

After you have remitted the advance payment by banker’s transfer you will receive a reservation confirmation. This document enables you to move into your holiday home, so please keep it safe. You will be asked for this confirmation before being able to see you holiday home or flat!

5 – Rescission of contract / change of reservation / replacement renter

You may at any time withdraw from the lease contract, change your reservation or name a replacement renter for the booked holiday home or flat. These declarations become effective at the date of arrival (please hand in your declaration in written form) either via fax, email or by post.

For rescission of the lease contract up to 91 days before moving into the holiday home or flat, a penalty of 5 percent of the leasing price is charged, but never less than 50 euros. If you have already paid in advance, the remaining amount will be reimbursed.

For rescission of the lease contract within 90 days to moving into the holiday home or flat, penalties may be charged as follows:

- a) withdrawal up to 30 days to move-in date: 20% of leasing price
- b) withdrawal up to 14 days to move-in date: 30% of leasing price
- c) withdrawal up to 7 days to move-in date: 50% of leasing price

d) if you fail to arrive within 24 hours after move-in date: 50% of leasing price

After failing to arrive 24 hours after the move-in date, and failing to tell us that you will be late, the holiday home or flat will be once again free for booking. After that time you have lost the right to move into said holiday home or flat.

6 – Liability/deposit

Renters are responsible for damages to the holiday home, furniture or garden caused by themselves, their children or their guests. All damages have to be declared uncalled for and paid for in cash when giving back the keys. Undeclared damages found after the departure will be invoiced.

7 – Miscellaneous

You will find waste disposal containers are found at the front entrance. Parking places are found at the back.

8 – Arrival and Departure

At arrival, please show us your reservation confirmation. Normally, arrivals and departures are possible from 8.00 am to 13.00 pm. Please let us know if you are planning to arrive/depart before or after that time. Holiday homes have to be well-swept and the cutlery has to be cleaned before departing.

9 – Customer complaints

If you may find that the holiday home or flat is not as described or if you find any deficiencies you are bound to notify us immediately but not later than 3 days after the discovery. After that period of time, no claims can be asserted.

10 - Liability or partial liability in the event of damaging

Damage done to the leased holiday home or flat have to be reported immediately. If you are in the possession of facts that might bring harm to the leased object (e.g. in case of water-mains burst) you are bound to inform us immediately.

11 - Rescission of contract

If a natural disaster or political crisis makes arrival impossible, all advance payments minus a fee of 50 euros are recompensed. In this case the reservation will be cancelled. There will be no legal claim from either party after the rescission of the contract.

12 – Severability clause

If any provision of these terms is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision.

13 – Court of jurisdiction

In any case of disagreement caused by this contract the court of jurisdiction is 34497 Korbach, Germany