

Terms of Business

The lease is made only between the owner of the house and the tenant. The "Ferienhauspark Papenburg Verwaltungs GmbH" is only the agent and the representative of the owner. Additional services for example towels and beddings are provided in the name and on the invoice of the „Verwaltungs GmbH“.

The registration can be made in writing, verbally or by telephone. The contract will be fixed with the confirmation of the booking. Part of the contract are these business terms. Business terms of the tenant will not be accepted.

The "Verwaltungs GmbH" is allowed to refuse bookings whenever they want and without telling any reasons. The holiday house may only be used by the tenant and the number of persons that is indicated in the confirmation of reservation. It is not allowed to sublet. In the fixed price is included: accommodation in the holiday house, gaz, water and electricity. The "Verwaltungs GmbH" is allowed to demand 15% of the complete price in forward. The prices in the brochures and pamphlets are not binding. Only the price in the confirmation of reservation is binding.

The "Verwaltungs GmbH" is allowed to exclude some services when there are special campaigns.

Discounts and special offers can not be used any more, when the confirmation of reservation or the invoice is already send off.

On the first day of rent the holiday house is at the tenant's disposal from three o'clock p.m. If no later arrival is arranged, the "Verwaltungs GmbH" has the right to rent the house to other guests after 8 o'clock p.m. without that the tenant has any claims. On the last day of rent the tenant has to remove the house at the latest at 10 o'clock a.m. and to return in stipulated state. Immediately after his arrival the tenant is obliged to check the valid inventory and to report any defects to the "Verwaltungs GmbH" at the latest the subsequent day till 10 o'clock a.m. The tenant is obliged to announce appearing defects immediately to the "Verwaltungs GmbH".

An adequate extension must be granted to the "Verwaltungs GmbH" for the elimination of the defects in case of non-return/loss of house keys, the renter will bear the costs for replacing the cylinder incl. Key. This amount is 300,- €. The tenant obtains no claim to the provision of a certain holiday house. Should a certain holiday house be promised exceptionally but not be available, the "Verwaltungs GmbH" is obliged to try to get an equivalent substitute. By a written statement to the "Verwaltung GmbH" the tenant can withdraw from the contract before the beginning of the rent time. The receipt of the resignation from the contract by the "Verwaltungs GmbH" is decisively for it. With a resignation there originate the following expenses:

Up to 60 days before the start of the journey, no cancellation fees will be charged

- to 45 days before beginning of the trip fees originate at the rate of 30% of the rent amount
- from 44 days before beginning of the trip fees originate at the rate of 50% of the rent amount
- from 29 to 22 days before beginning of the trip fees originate at the rate of 75% of the rent amount
- from 21 days before beginning of the trip fees originate at the rate of 90% of the rent amount
- during the day of journey as well as with non-journey fees originate at the rate of 95% of the rent amount.

With untimely departure the entire rent amount is to be paid. The tenant has got the chance to prove a lower loss to the "Verwaltungs GmbH". We recommend the conclusion of a travel resignation expenses insurance.

The terms of payment are to be taken from the book entry confirmations or invoices.

The contract can be terminated before or after the beginning of the rent time by the "Verwaltungs GmbH" without extension if the tenant makes the agreed payments not in time or behaves otherwise in such a mass contrary to the contract that the continuation of the contractual relationship can not be expected of the "Verwaltungs GmbH". In case of termination the renter can require of the tenant resulted expenses for expenditure and loss of profit. The tenant undertakes to keep to the valid rules (house order etc.) in "Ferienhauspark-Papenburg". The tenant is liable for damages or losses which enter during the contract period, provided that the damage was not caused in the area of responsibility of the "Verwaltungs GmbH" or by a third person, and the third person also pays really compensation what is to be proved in each case by the tenant. The tenant has to indicate in each case immediately damages or losses to the "Verwaltungs GmbH". The tenant is legally responsible for the secondary damages caused by a not timely announcement. Every change on and in the rent case and in the inventory as well as the fixing of decorative materials or similar may be carried out only after explicit written permission of the "Verwaltungs GmbH". Smoking in non-smoker's houses is strictly prohibited. On the departure day the tenant has to hand over the holiday house well-swept and to deal with the following works: Depart to the bedclothes, rinsing of the dishes, emptying of the wastepaper baskets and garbage cans.

The fault independent liability of the renter for defects available by contract conclusion is excluded. Nevertheless, the right §542 Civil Code remains untouched. Damages because of default, late fulfilment or because of defects resulted after contract conclusion are entitled to the tenant against the renter only in case of from intention or culpable negligence of the renter or his agent. This is not valid concerning the absence of assured qualities, if to secure the assurance just so followed around the renter before a damage, as it has really entered then. The renter does not stick for non-predictable distant lying damages. The liability of the renter is limited to an amount which covers the predictable damage typical for contract. The understanding restrictions of liability are valid in favour of the renter also by the injury of liabilities with the contract preparation positive breaches of contract and tortious acts. The "Verwaltungs GmbH" sticks for its agency activity towards the tenant only with intention or culpable negligence.

At regular intervals we carry out photo admissions in Ferienhauspark Papenburg.

If the trip is complicated as a result of force majeure (natural disasters, war, internal riots) immediately or concrete-considerably is endangered or affected, tenants as well as renters or the Verwaltungs GmbH as a representative of the renter can withdraw from the contract. In this case we can require an adequate compensation for the services we have already made or the services which have to be made until the end of the trip. Verbal commitments and additional agreements are only effective if they are confirmed renter-sided in writing.

Place of payment and place of delivery is for both parties Papenburg. It is worth the German right. Place of jurisdiction is the locally and factually relevant court.

Should single regulations of the contract be ineffective – including these terms of business – this does not touch the effectiveness of the remaining regulations. The parties will substitute the ineffective regulations immediately with such effective ones, which come in their meaning close to those ineffective ones.