

# General Terms & Conditions

## § 1 Parties

As a private owner we offer a holiday home consisting of a main house and a tower in Ammoi Leimonas, Evrotas Greece. Customers who take advantage of this offer from the owner are hereinafter referred to as Lessee. The owner is hereinafter referred to as the Lessor. Lessor and Lessee agree to the following General Terms and Conditions (GTC).

## § 2 Rental agreement & rental period

(1) These General Terms and Conditions and the conditions stated in the booking confirmation together form the basis for a temporary rental relationship between the Lessor and Lessee. The Lessor and Lessee agree that this rental agreement does not constitute a tenancy agreement to use the holiday accommodation for permanent residential purposes (main or second home). The accommodation is a furnished holiday home, which usage is only permitted as part of a vacation or a business trip.

(2) The holiday home may only be used for private, legal purposes. Any commercial use is excluded.

(3) The rental agreement between the Lessor and Lessee becomes effective with the Lessee's booking confirmation from the Lessor. The booking confirmation can be given in writing (letter, fax, email) or verbally (by telephone, in-person on-site). Even if the holiday home is booked through an intermediary - for example an internet portal - these General Terms and Conditions apply, unless other conditions have been defined in the booking confirmation.

(4) The rental period is specified in the booking confirmation.

## § 3 Rental object

The interior, the equipment and the location of the holiday home are described in detail on the website [www.villa-caretta.eu](http://www.villa-caretta.eu).

## § 4 Booking & scope of services

(1) The scope of the contractual services for a booking is determined exclusively by the Lessor's service description, which is provided during the booking process and repeated in the booking confirmation. Other details for which the Lessor is not responsible or which have been published on internet portals that have not been set up by the Lessor himself are not relevant. Verbal collateral agreements are only binding if they have been confirmed in writing.

(2) The Lessor may modify parts of the ancillary booking services for organisationally necessary and unforeseeable reasons. The Lessee will be informed appropriately about the changes to the services and the rental price will be adjusted if necessary. Should the change represent a significant disadvantage for the Lessee, the Lessee shall be granted a special right of cancellation free of charge.

(3) If the Lessee does not make use of booked services, there is no entitlement to a pro rata refund.

## § 5 Rental price & deposit

(1) The price for the rental is based on the period of the booking and the selected rate. The final rental price for the stay will be displayed during the booking process and repeated in the booking confirmation. The rental price within the meaning of these GTC also includes the costs for ancillary services.

(2) The Lessor receives a deposit of €500. This deposit serves to protect the Lessor against damage, special payments and additional costs as described here in the GTC. The amount of the deposit does not determine the maximum amount of a subsequent claim by the Lessor.

(3) The due date of the rental price and the deposit depend on the instalment booked. The due date is specified during the booking process and is repeated in the booking confirmation. In any case, the rental price and the deposit are due in full at the latest at the time of arrival.

(4) The Lessee must pay the rental price and the deposit before the start of the rental period using the method and within the time frame specified in the booking confirmation. It is the Lessee's duty to ensure that the amount is credited to the Lessor's account at least one day

before arrival.

(5) The Lessee only has the right to move into the booked holiday accommodation once the full rental price and the deposit have been paid.

(6) All prices quoted are always inclusive of the currently applicable statutory VAT. In the event of an increase in VAT between booking and commencement of the rental period, the Lessor reserves the right to increase the rental price accordingly. He must inform the Lessee immediately. In the event of a reduction in VAT, the Lessee shall not be entitled to a price reduction from the Lessor.

(7) The Lessee may only offset claims of the Lessor against undisputed or legally established claims or claims that are ready for judgement.

(8) The deposit shall be returned to the Lessee, less any claims, within a reasonable period of time after the end of the stay in order to inspect the rented property.

(9) A credit card number can also be used to enquire about the amount of the deposit. In this case, the card will only be charged in the event of claims by the Lessor.

## **§ 6 Cancellation by the Lessee before the start of the rental period (cancellation fees)**

(1) The possibility of a cancellation by the Lessee of the rental agreement depends on the selected rate. If a booking cannot be cancelled and/or rebooked in accordance with the booking conditions, withdrawal is excluded. If cancellation is not excluded for a booking, the declaration of cancellation shall take effect on the day on which it is received by the Lessor. In order to avoid later discrepancies, the cancellation must be made in writing (letter, fax, e-mail). If the cancellation is declared verbally, the Lessee must prove in case of doubt that he has effectively withdrawn from the contract. The Lessor must always confirm the Lessee's cancellation in writing (letter, fax, e-mail). If the Lessee does not receive this confirmation within a reasonable period after his declaration, he is obliged to contact the Lessor immediately.

(2) In the event that a Lessee (where permitted) cancels their booking, cancellation fees will be charged. The amount of the fees depends on the rate booked and the time of cancellation. The specific cancellation conditions and associated fees can be seen during the booking process and are shown in the booking confirmation. By completing his booking, the Lessee has recognised these conditions as binding for him.

(3) The Lessee is at liberty to prove that the Lessor has incurred no or less damage than the cancellation fees demanded by the Lessor.

(4) In order to avoid cancellation fees, the Lessee has the option of being replaced by another suitable Lessee before the start of the rental period. For this purpose, the Lessee must inform the Lessor of the Lessee who is to take his place in the contract and this Lessee must confirm his entry into all contractual rights and obligations in writing.

(5) In the event of a no-show, the Lessee must contact the Lessor within 24 hours. After expiry of this period without notification to the Lessor, the tenancy agreement shall be deemed to have been cancelled by the Lessee. The Lessor can then freely dispose of the holiday accommodation. The Lessor's claims against the Lessee remain unaffected by this..

## **§ 7 Early departure**

If the tenancy agreement is terminated prematurely by the Lessee after the start of the tenancy, the Lessee is not entitled to a pro rata refund of the rental price.

## **§ 8 Cancellation by the Lessor**

(1) The Lessor is entitled to cancel a confirmed booking within 72 hours without giving reasons. This does not justify any claims of the Lessee against the Lessor.

(2) The Lessor is entitled to withdraw from the rental contract at any time without notice if the Lessee behaves in such a way contrary to the contract that it is unreasonable to expect the Lessor to adhere to the contract or the immediate cancellation of the contract is justified for the protection of other Lessees. The same applies if the Lessee has booked the holiday accommodation under misleading or false statements of material facts, for example concerning his person, the number of fellow travellers or the purpose of the stay, or uses the accommodation

for illegal activities.

(3) The Lessor is entitled to withdraw from the rental contract if force majeure, such as the destruction of the holiday accommodation by forces of nature or fire or other serious circumstances for which the Lessor is not responsible make it impossible to fulfil the contract. The same applies if the holiday home is sold. In the event of such a cancellation before the start of the rental period, the Lessee will be refunded any amounts already paid without delay. There are no further claims.

### **§ 9 Arrival (check-in)**

Unless otherwise stated in the booking confirmation, the holiday accommodation is available from 16:00 on the day of arrival. Arrival must take place by 21:00 at the latest, unless a later arrival time has been agreed in advance. If the Lessee is unable to keep to this time for reasons for which he/she is or is not responsible, he/she must inform the Lessor immediately. The Lessor will endeavour to enable the late arrival of the Lessee. If the Lessor incurs additional costs as a result, he may pass these on to the Lessee.

### **§ 10 Departure (check-out)**

(1) Unless otherwise agreed in the booking confirmation, the holiday accommodation must be vacated by the Lessee by 10:00 a.m. at the latest on the day of departure. The keys must be returned.

(2) If the Lessee fails to vacate the holiday accommodation and cannot be found on site, the Lessor has the right to empty the holiday accommodation at the Lessee's risk. The Lessor undertakes to keep the Lessee's belongings safe. However, the Lessor accepts no liability in the event that something is lost or damaged, unless the Lessor has acted wilfully or with gross negligence. In addition, the Lessor may charge the Lessee for late departure. In the event of a delay of up to three hours, 50% of the rental price of the rate valid for the day shall be due, over six hours 100%.

(3) The Lessee is obliged to leave the holiday accommodation in a tidy condition. The dishes must be washed or dirty dishes must at least be in the dishwasher. The rubbish must have been disposed of properly. If these obligations are not fulfilled, the Lessor may subsequently charge the Lessee for the additional cleaning work.

(4) The final cleaning of the holiday accommodation is carried out by the Lessor. The fee for this is included in the rental price.

### **§ 11 Maximum number of people**

(1) The holiday accommodation can only be occupied by the maximum defined number of persons. Children are considered persons in this sense and must be taken into account accordingly. However, children may stay overnight free of charge if they are no more than 3 years old and do not need their own sleeping accommodation, i.e., if they sleep in their parents' bed or in a cot. In this case, they are not to be counted as persons.

(2) If the maximum number of persons defined is exceeded, an immediate special payment of €250 is due. In addition, a pro rata payment for the period of over-occupancy must be paid retroactively for each excess person. The excess persons must leave the holiday accommodation immediately. The Lessor is free to terminate the tenancy with immediate effect without reimbursing the rent on a pro rata basis.

(3) If the Lessee receives visitors during his stay who stay overnight, he must register them with the Lessor in advance. However, visitors are only permitted insofar as the maximum permitted number of persons for the accommodation is not exceeded. Extra beds, additional beds etc. are prohibited.

(4) The use of tents, caravans or mobile homes on the property is not permitted.

### **§ 12 Obligations and liability of the Lessee**

(1) The Lessee is obliged to treat the holiday accommodation, including accessories and inventory, with care and diligence during his stay.

(2) The Lessee is responsible for keeping the holiday accommodation clean during the stay. The Lessee can commission the Lessor to carry out interim cleaning for a fee.

(3) The Lessee is required to comply with the applicable house rules, in particular with regard to the communal areas of the complex. Violation of the house rules may result in a warning or, in

serious cases, premature termination of the tenancy without reimbursement of the rent. The same applies if minor offences are repeated despite repeated warnings.

(4) The Lessee is liable for any damage caused by him, a fellow traveller or one of his visitors during his stay. The Lessor may charge the amount of the damage to the Lessee's credit card. The Lessee is obliged to notify the Lessor without being asked of any damage caused during his stay in the holiday accommodation or on the premises.

(5) The Lessee is obliged to report any damage or defects in the holiday accommodation for which he is not responsible to the Lessor immediately and, in the event of any disruptions in performance or defects, to do everything reasonable to help remedy the disruption and minimise any damage as far as possible.

(6) The Lessee is obliged to grant the Lessor and his tradesmen access to the holiday accommodation for repairs that have become necessary at short notice and cannot be postponed, insofar as this does not exceed a reasonable scope.

(7) The Lessee is prohibited from redecorating or refurnishing the holiday accommodation, moving large pieces of furniture (e.g. beds or sofas) or taking mattresses out of the beds.

(8) The Lessee is liable for the keys handed over to him and is obliged to bear the resulting costs in the event of loss.

### **§ 13 Open fire, barbecue and smoking ban**

Smoking is strictly prohibited in the main house and in the tower. This also applies to the balconies on the first floor and the sunbathing terrace by the pool and all unpaved areas on the grounds, including the entire garden. Smoking is only permitted on the terraces directly by the house and the tower. The Lessor can charge additional costs for cleaning the holiday accommodation. Open fires or barbecues are prohibited on the entire property. In the event of a breach of these regulations, an immediate special payment of € 250 will be due.

### **§ 14 Pets and Animals**

(1) Pets are not allowed to be brought into the holiday accommodation.

(2) It is not possible to move into the holiday accommodation if a pet is brought along, even if it is only to stay outdoors or in vehicles. If a pet is only discovered after the Lessee has moved in, the Lessor can terminate the tenancy agreement without notice and without refunding a proportion of the rental price. An immediate special payment of € 250 will also be due. The Lessor has the right to charge the Lessee for additional cleaning costs.

(3) Stray or wild animals must not be fed. In the event of an offence, an immediate special payment of € 250 shall also be due. Additional costs for the cleaning of the premises or the species-appropriate weaning or relocation of the animals may be claimed by the Lessor.

### **§ 15 Swimming pool**

(1) Use of the swimming pool is at your own risk. It has no non-swimmer areas and must therefore only be used by swimmers.

(2) If the Lessee causes contamination, such as dirt, soil, soap, sun cream and other contamination that goes beyond the normal level, the cleaning and, if necessary, the replacement of the water must be paid for by the Lessee. An immediate special payment of € 250 is also due.

(3) The swimming pool is lined with a sensitive foil that seals the pool. If the foil is damaged by glass splinters, sharp objects or improper use, the Lessor has the right to charge the Lessee for the additional costs of repairing or replacing the foil and the water. An immediate special payment of € 500 shall also be due.

(4) The pool water is regularly checked and kept clean. There is no claim for damages or compensation for pain and suffering in the event of the transmission of infectious and non-infectious diseases through the pool water, insofar as this is legally permissible.

### **§ 16 Car parking spaces**

(1) There are free parking spaces on the Lessor's property.

(2) If the Lessee uses the Lessor's car park, this does not constitute a safekeeping agreement for the vehicle parked there. The Lessor shall not be liable for loss of or damage to the parked vehicle. The same applies to its contents. Motorbikes or other means of transport are also deemed to be vehicles.

## **§ 17 Liability of the Lessor**

- (1) In principle, claims by the Lessee for damages and compensation for pain and suffering are excluded insofar as this is legally permissible. This exclusion of liability does not apply to damages resulting from injury to life, limb or health that are based on a grossly negligent or wilful breach of duty by the Lessor or a legal representative or vicarious agent of the Lessor. The exclusion of liability also does not apply to other damage caused by a grossly negligent or wilful breach of duty on the part of the Lessor or a legal representative or vicarious agent of the Lessor.
- (2) The Lessor's contractual liability for damages that do not relate to injury to life, limb or health is limited to three times the rental price.
- (3) The Lessor accepts no liability for property brought into the holiday accommodation by the Lessee. The same applies to bicycles or vehicles brought by the Lessee and parked on the Lessor's premises.
- (4) The use of the fireplaces is at the Lessee's own risk. The Lessor merely ensures that the fireplace functions properly.
- (5) The property and the houses are not suitable for children. Among other things, the pool is not fenced in and cannot be closed off. The balcony railings are not childproof. Some of the stairs have no railings. A small child can fall or squeeze through gaps in the stairs, railings or banisters. The hobs are not protected against pots being pulled down. The Lessor expressly draws attention to the associated dangers and increased duty of supervision. He accepts no liability for any resulting damage as described under (1). The Lessee expressly recognises this.

## **§ 18 Services provided by third parties**

- (1) If the Lessor arranges third-party services for the Lessee, these third-party services shall be provided by the service provider under its own responsibility. No guarantee or liability is assumed by the Lessor for third-party services.

## **§ 19 Defects & complaints**

- (1) The holiday accommodation is booked as it appears from the description on the booking confirmation in conjunction with the corresponding description on the Lessor's website ([www.villa-caretta.eu](http://www.villa-caretta.eu)). The description of the holiday accommodation has been compiled to the best of our knowledge and belief. Only deviations from the description of the accommodation can form the basis for warranty claims and claims for damages by the Lessee. Should there be any discrepancies between the description and the actual situation, however, this shall only justify claims by the Lessee if the discrepancies are to be categorised as significant or detrimental to the stay. The Lessor reserves the right to make changes to the furnishings and equipment of a holiday accommodation and shall not justify any claims by the Lessee if they are equivalent to the inventory shown in photos or descriptions.
- (2) The Lessor shall only assume responsibility for the furnishings and cleanliness of the holiday accommodation to the extent that this is possible with constantly changing Lessees while observing the necessary duties of care. The normal natural occurrence of insects such as wasps, ants, spiders, mosquitoes, centipedes etc. does not constitute a defect, even if these are located within the holiday accommodation. The holiday accommodation is located in a Natura 2000 area. This means that insects, birds, reptiles and amphibians are also to be expected in the area. The Lessee undertakes to observe the hygiene and cleanliness required in southern countries.
- (3) The Lessee is obliged to inform the Lessor immediately of any defects. The Lessor will take remedial action if the complaint is justified and remedial action is possible. If the Lessee culpably fails to report a defect in this way, there shall be no entitlement to a reduction in price or compensation.
- (4) The Lessee must grant the Lessor a reasonable period of time to remedy the defect. No deadline shall be set if remedial action is impossible, is refused by the Lessor or if the immediate cancellation of the contract is justified by a special interest of the Lessee.
- (5) The Lessor shall not be liable if the holiday or the holiday accommodation is impaired by force majeure (e.g. bad weather, cold, storm, civil unrest, lack of fuel supply, epidemics, storm surges, algae pollution, oil slicks, fire, acts of terrorism or similar) or circumstances beyond the Lessor's control (e.g. construction noise outside the facility, official orders).
- (6) If the stay is significantly impaired as a result of a defect in the services to be provided by the Lessor and the requirements for setting a deadline have been met and none of the aforementioned exclusions of liability apply, the Lessee may reduce the rent or terminate the

contract. In addition, he may claim damages for non-performance; however, as a rule only if the defect is so significant that a reduction in the rental price of at least 50 per cent is justified.

(7) The right to assign any claims for damages and warranty claims of the Lessee (regardless of the legal grounds) to third parties (including spouses and partners) is excluded. The judicial assertion of claims by other Lessees in their own name is also excluded.

## **§ 20 Periods & statute of limitations**

The Lessee must assert claims against the Lessor for non-contractual provision of a service within one month of the contractually agreed end of the stay. Claims in tort must be asserted against the Lessor within six months of the contractually agreed end of the holiday. It is recommended that claims be made in writing. After expiry of the deadline, claims can only be asserted if the Lessee was prevented from complying with the deadline through no fault of his own.

## **§ 21 Data protection**

(1) The property is monitored by video cameras that monitor the entrances from the street and the beach and access to the house 24h and 7 days. The video signal is activated when a movement is detected and is then recorded locally for 72 hours on a memory card. Encrypted transmission to the mobile phone of the Lessor or a legal representative or agent of the Lessor takes place at the entrances to the property from the street and the beach. The pool and indoor areas are not monitored by cameras. We respect and protect your privacy.

(2) Personal data of the Lessee will only be collected in accordance with legal regulations. They are only made accessible to third parties to the extent that this is necessary for the processing of the tenancy. The detailed data protection declaration can be found on the website ([www.villa-caretta.eu](http://www.villa-caretta.eu)).

## **§ 22 Final provisions**

(1) Should individual provisions of these GTC be ineffective or lose their effectiveness due to a circumstance occurring at a later date, the effectiveness of the remaining GTC shall remain unaffected. Ineffective provisions shall be replaced by the statutory provisions.

(2) These GTC apply unless otherwise agreed in the booking conditions.

(3) Obvious printing and calculation errors entitle the Lessor to contest the rental agreement.

(4) The place of jurisdiction for both parties is Viernheim, Germany.

(5) The above general terms and conditions have been translated from German into English as accurately as possible. However, in case of any conflict in interpretation, the German version is binding.