



Rental terms and cancellation policy

This is a translation provided for your convenience. The German version is legally binding (see clause 14.3).

1. Scope and landlord

1.1 These rental terms apply to bookings of the holiday apartment "Wasserturm Montabaur", Werkstraße 28, 56410 Montabaur, Germany (the "apartment"), made via the website wasserturm-montabaur.de.

1.2 The landlord and your contractual partner is:

Christian Scherer

Werkstraße 28, 56410 Montabaur, Germany

Email: wasserturm.montabaur@gmail.com

(hereinafter "we"). The tenant is the person making the booking (hereinafter "you").

1.3 If you book the apartment via a booking platform (e.g. Airbnb), the terms agreed there apply instead of these rental terms.

2. Services

2.1 We let the apartment to you for the booked period for temporary use for holiday or travel purposes. Location and amenities are as described on the website at the time of booking. The price includes final cleaning and all utilities, in particular electricity (excluding the charging of electric vehicles, see clause 4.1), water, heating and air conditioning.

2.2 The apartment is designed for a maximum of two people. We provide accommodation only, not a package holiday.

2.3 The water tower is a listed building dating from 1879. The apartment extends over several levels connected by many stairs. It is not barrier-free. Please take this into account when booking, especially if you have limited mobility.

3. Booking and conclusion of the contract

3.1 The presentation of the apartment, its availability and its prices on the website does not constitute a binding offer.

3.2 The booking process is as follows:

1. You select your arrival and departure date and the number of guests. The website shows whether the period is available and the total price with its breakdown.
2. You enter your details (name, email address, phone number, postal address, country and, if you wish, a message to us).
3. By ticking the box, you confirm that you accept these rental terms including the cancellation policy.

4. In the payment step, you select a payment method and enter your payment details.

Until you click the payment button, you can check and correct your entries at any time by going back to the previous steps.

3.3 By clicking the payment button, you make a binding offer to conclude the rental contract and trigger the payment.

3.4 The contract is concluded as soon as we confirm your booking. This happens automatically immediately after successful payment by means of the booking confirmation on the website. You will also receive the confirmation by email.

3.5 If the selected period was booked elsewhere while you were paying (e.g. via a booking platform), no contract is concluded. You will then be notified on the website or by email, and we will refund the amount paid promptly and in full via the payment method used. Depending on the payment method, the refund may take a few days to reach you.

3.6 We store the contract text (your booking data and these rental terms). You can access, print and save the rental terms on this page at any time. With the booking confirmation email, you receive the contract data and these rental terms in text form.

3.7 The contract can be concluded in German, English or Dutch. We have not subscribed to any code of conduct.

■ 4. Prices and payment

4.1 The total price shown at the time of booking applies. It consists of the price for the nights, less any long-stay discount, and the final cleaning. The total price includes statutory VAT and all utilities. There are no further mandatory costs. Not included in the total price is the optional charging of an electric vehicle at the apartment's wallbox. Charging is not billed by us but by your charging card or payment provider on its terms.

4.2 The total price is due in full at the time of booking. Payment is processed by our payment service provider Stripe (Stripe Payments Europe, Limited, Ireland). You can pay by credit or debit card, Apple Pay, Google Pay, Link, PayPal or iDEAL. We do not charge any fees for the payment method. We do not require a security deposit.

4.3 After payment, you will receive a payment receipt from Stripe by email. On request, we will gladly issue an invoice showing VAT separately. Simply send us an email, including a different billing address if required.

■ 5. Cancellation by the guest

5.1 **Free cancellation up to 14 days before arrival:** You can cancel your booking free of charge up to and including the 14th day before the day of arrival. Example: for arrival on 30 June, free cancellation is possible until 16 June, 23:59 (German time). We will then refund the full total price promptly, at the latest within 14 days, via the payment method used.

5.2 Please cancel by email to wasserturm.montabaur@gmail.com. The time at which your email reaches us is decisive. We will confirm the cancellation by email.

5.3 **Later cancellation or no-show:** From the 13th day before the day of arrival, free cancellation is no longer possible. If you cancel after that or do not arrive, the total price remains payable (Section 537 German Civil Code, BGB). However, we take into account what we save or earn elsewhere as a result and refund to you:

1. the amount for the final cleaning in full,
2. for nights that we do not let to someone else, a flat rate of 10% of the price for those nights as saved expenses (e.g. for energy and laundry). You may prove that we saved higher expenses; in that case we will refund the higher amount,
3. for nights that we let to someone else, the income from those nights, up to the price you paid for those nights.

After your cancellation, we make the period available for booking again. We refund the amounts under no. 1 and 2 promptly after the cancellation, and the amount under no. 3 promptly after the end of the booked period. In total, we refund no more than the total price paid.

5.4 Instead of cancelling, you may propose a substitute guest who takes over your booking on the agreed terms. We will agree unless there are legitimate reasons not to, such as the occupancy rules in clause 9.

5.5 If you leave early, clause 5.3 no. 2 and 3 apply accordingly to the unused nights. In this case, the final cleaning is carried out and is not refunded.

5.6 Rebooking to a different period is possible by agreement and subject to availability; there is no entitlement to rebooking.

5.7 We recommend taking out travel cancellation insurance.

■ 6. No right of withdrawal

There is **no statutory right of withdrawal** for this contract. Under Section 312g(2) no. 9 of the German Civil Code (BGB), there is no right of withdrawal for contracts for accommodation for purposes other than residential purposes if the contract provides for a specific date or period. Your booking is therefore binding once the contract has been concluded. The cancellation policy in clause 5 applies.

■ 7. Cancellation and termination by us

7.1 If we are unable to provide the apartment, for example after fire or water damage or due to an official order, we will inform you without delay and refund all amounts already paid in full. Any further claims are governed by the statutory provisions and clause 11.

7.2 The right of both parties to terminate the contract without notice for good cause (Section 543 BGB) remains unaffected. Good cause for us exists in particular if, despite a warning, you use the apartment in a manner that seriously breaches the contract, for example by exceeding the maximum occupancy, holding parties or bringing animals (see also clause 9.4).

■ 8. Arrival and departure

8.1 Check-in is possible from 15:00, on Sundays from 17:00. Please leave the apartment by 11:00 on the day of departure. Other times are possible by prior arrangement if bookings allow.

8.2 In good time before your arrival, you will receive all arrival information and a personal access code by email. With this code you can enter and leave the apartment independently at any time during your booking period (from the arrival time until the departure time).

8.3 Guests who are not German nationals are legally required to complete and sign a registration form on arrival and to identify themselves with a valid passport or passport substitute (Sections 29 and 30 of the German Federal Registration Act, BMG).

8.4 Please keep to the departure time so that we can prepare the apartment for the next guests. If a later departure that has not been agreed causes us damage, you are liable for it in accordance with the statutory provisions.

■ 9. Occupancy and house rules

9.1 Only adults (18 or older) can make a booking. The apartment may be used by a maximum of two people. Overnight stays by additional people and letting the apartment to third parties are not permitted, except in the cases of clause 5.4.

9.2 No children: We do not let the apartment to guests with children, including babies and toddlers. The reason is the design of the historic tower with many stairs over several levels, which poses a safety risk for children. For this reason, we also do not provide cots or extra beds.

9.3 No animals: Animals of any kind may not be brought. We make no exceptions, including on request. Mandatory statutory access rights for assistance dogs (Section 12e of the German Disability Equality Act, BGG) remain unaffected.

9.4 Consequences of a breach of clause 9.3:

1. If you arrive with an animal, we may refuse access to the apartment for as long as the animal is with you. If you do not begin your stay for this reason, this counts as a no-show under clause 5.3.
2. If we find an animal in the apartment during your stay, we will ask you to remove it from the apartment immediately. If you do not comply, we may terminate the contract without notice (Section 543 BGB). Clause 5.3 no. 2 and 3 apply accordingly to the nights not used as a result.
3. You will reimburse us for the costs actually incurred for any necessary special cleaning, for example for removing animal hair and cleaning upholstery and textiles, as well as any other damage caused by the animal. On request, we will provide evidence of the costs. Further statutory claims remain unaffected.

9.5 Smoking, including e-cigarettes, is not permitted in the apartment. For fire safety reasons, open flames, for example candles, are not permitted in the tower.

9.6 Parties and events are not permitted. Please be considerate of the neighbours, especially between 22:00 and 7:00.

9.7 Please treat the apartment and its furnishings with care and follow the operating instructions in the apartment, for example for the heating, air conditioning and controls. Final cleaning is included in the price; please nevertheless leave the apartment in a tidy condition.

9.8 During your stay, we will only enter the apartment by arrangement with you, or without prior arrangement in case of imminent danger (e.g. water damage).

10. Defects, complaints and guest liability

10.1 The statutory rights in respect of defects of the rented property apply (Sections 536 et seq. BGB).

10.2 Please report defects and damage without delay so that we can remedy them quickly (Section 536c BGB). If you fail to report them, your claims relating to the defect may be limited.

10.3 Please send defect reports, questions and complaints by email to wasserturm.montabaur@gmail.com; during your stay, you can also use the contact options provided in the apartment. We usually reply within 24 hours.

10.4 You are liable in accordance with the statutory provisions for damage to the apartment and its furnishings culpably caused by you or your fellow travellers.

11. Our liability

11.1 We are liable without limitation for intent and gross negligence, for injury to life, body or health, under a guarantee we have given and under the German Product Liability Act.

11.2 In cases of slight negligence, we are only liable if we breach an essential contractual obligation. Essential obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance you may regularly rely. In this case, our liability is limited to the foreseeable damage typical for this type of contract.

11.3 Strict liability, irrespective of fault, for defects that already existed when the contract was concluded (Section 536a(1), first alternative, BGB) is excluded. Clause 11.1 remains unaffected.

11.4 Your right to a reduction of the rent in the event of defects is not affected by clauses 11.2 and 11.3.

■ 12. Data protection

Information on how we process your data can be found in our [privacy policy](#).

■ 13. Consumer dispute resolution

We are neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration board. If you have any questions or problems, please contact us directly.

■ 14. Final provisions

14.1 The law of the Federal Republic of Germany applies. If you are a consumer, this choice of law only applies insofar as it does not deprive you of the protection afforded by mandatory provisions of the law of the country in which you have your habitual residence.

14.2 If you are a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is Montabaur, Germany.

14.3 These rental terms are available in German, English and Dutch. In the event of any discrepancy between the language versions, the German version prevails.

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