

General booking conditions of the host (bestfewo and partner network)

1. Scope of application

The following general booking conditions apply to the rental-, lodging- or guest accommodation contract ("guest accommodation contract") applies exclusively between the host and guest. The operator of the www.bestfewo.de Internet platform (hereinafter: "bestfewo") bestfewo GmbH is not a provider of accommodation services but solely acts as a Broker. These general booking conditions only apply to accommodation contracts arranged through bestfewo or the bestfewo partner network. In the event of a booking, contractual relationships come into existence between the guest and respective host. As such, bestfewo is not liable for the information indicated by the host. bestfewo is also not liable for interruptions to services or damages relating to services to be performed by the host. bestfewo is solely responsible for properly brokering holiday accommodation. These conditions apply accordingly to other accommodation services of the host brokered by bestfewo.

2. Contract conclusion

2.1 The basis of the host's offer is the accommodation description on bestfewo. By pressing the button for a chargeable booking (e.g. "Place a binding booking" or "Book now with costs"), the guest makes a binding offer to the host to conclude a guest accommodation contract. At the same time, the guest commissions the brokerage services of bestfewo. The forwarding of the offer to conclude a contract by pressing the button to book with costs (hereinafter also referred to as "booking button") does not, however, in itself constitute a claim on the part of the guest to establish a guest accommodation contract in accordance with their booking conditions. By submitting the booking and pressing the corresponding booking button during the booking procedure, the guest acknowledges these booking conditions and that they are binding.

2.2 Once accepted by the host, the guest accommodation contract comes into effect and the brokerage contract comes into effect once accepted by bestfewo. The guest will be informed of the coming into effect of said contracts (both acceptances) by bestfewo by means of permanent data medium (e.g. via email) in conjunction with the booking confirmation. There is no separate declaration of acceptance by the host. The booking confirmation also contains information on payment modalities and, where applicable, any differing cancellation conditions. Should the content of the booking confirmation differ from the guest's booking content, a new host offer is constituted on the basis of the deviating booking confirmation. The booking then comes into effect on the basis of this offer content once the guest explicitly declares acceptance of the deviating booking confirmation or otherwise conclusively declares acceptance (e.g. by making a down-payment) within a period of 10 days.

2.3 In the case of accommodation that can be booked online, the guest will be immediately shown the booking conditions on-screen where the accommodation is available once the guest presses the booking button. The guest will be given the option to save and print out the booking confirmation; however, the binding nature of the guest accommodation contract does not require the saving or printing of said information; the contract comes into effect following acceptance by bestfewo/the host according to 2.2. In addition, the booking confirmation will be sent to the email address indicated by the guest upon booking confirmation.

2.4 The guest is made aware that they are not entitled to a right of revocation in the event of guest accommodation contracts being concluded according to Section 312g Para. 2 Section 1 Clause. 9 BGB (German Civil Code).

2.5 Changes to bookings (rebooking) at the request of the guest are generally possible provided that the broker and, where applicable, the host agree to such rebooking. Additional costs may be incurred for the rebooking. The guest has no legal right to rebooking. Rebookings are subject to separate agreement with the host if necessary in individual cases. For bookings made through bestfewo (with the exception of partners from the partner network "Booking.com" and "Airbnb", where different rebooking conditions apply) until the 25th day before the start of the stay, only the additional costs resulting from the changed travel period or services will be charged. The guest will be informed of the new price prior to the rebooking. For the calculation of the cancellation costs, the original booking date will be used, unless bestfewo informs the guest otherwise. Rebooking requests made less than 25 days before the start of the stay can, if at all possible, only be carried out after cancellation of the accommodation contract in accordance with Clause 5 under the conditions stated there and simultaneous new registration. This expressly does not apply if the rebooking involves the addition of extra nights or merely the selection or deselection of services, but only if the travel period is to be shortened or postponed altogether.

3. Prices and services

3.1 The prices indicated are gross prices and include statutory sales tax. They include all obligatory additional costs that must be paid. Optional additional services that are expressly exempted, or additional costs that depend on consumption during the accommodation period and are billed at the end of this period (e.g. electricity, water, gas, wood for burning), can be shown separately.

3.2 The services owed by the host solely arise from the content of the booking confirmation in conjunction with the property description displayed on bestfewo at the time of booking. The guest is advised to prepare a print-out of the property description and make any additional agreements with the host in writing.

4. Payment

4.1 After contract conclusion and receipt of the booking confirmation by the guest and if not otherwise agreed (e.g. if the full price have to be paid in advance), a down-payment of up to 20 % of the total price must be paid to the account stated in the booking confirmation within 7 days corresponding to the amount stipulated by the host of the overall price. This down-payment will be deducted from the agreed overall price. Deviating from this, other terms of payment can be agreed via the partner from the bestfewo partner network.

4.2 Details on payment modalities for the down-payment and remaining payment can be found in the booking confirmation. In the event of bookings that will take place in less than 4 weeks prior to the commencement of accommodation, or bookings from abroad, special payment conditions may apply insofar as these are referenced accordingly in the booking confirmation.

4.3 If, despite warning, the guest does not make the agreed down-payment or remaining payment when due, or does not do so promptly, the host can declare their withdrawal from the guest accommodation contract after the deadline has expired and charge withdrawal costs to the guest based on those stipulated in Clause 5.4.

5. Withdrawal and non-arrival of the guest

5.1 The guest is strongly advised to conclude a travel cancellation insurance policy.

5.2 The guest can withdraw from the guest accommodation contract at any time until the start of their stay in the accommodation. The declaration to withdraw is to be sent in writing to the host in the guest's own interest.

5.3 In the event of withdrawal or non-arrival of the guest for which the host is not responsible, the host is entitled to compensation (cancellation compensation) based on the overall price after deducting expenses that have not been incurred by the host as well as fees received from any other guests who can use the accommodation in the original guest's absence. In the case of guest accommodation contracts mediated by the partner "Booking.com" from the bestfewo partner network, the host is only entitled to cancellation compensation in accordance with the above sentence 1 in the event of non-payment of the price by the guest, insofar as the guest has not arrived and the host asserts the cancellation compensation either on the day of the planned start of the accommodation or at the latest by the end of the day following the day of the planned start of the accommodation.

5.4 In derogation of the above sentence 1, in the event of the guest's cancellation, the host can demand lump-sum cancellation compensation as a percentage of the overall price based on the time at which the customer withdraws (unless otherwise stipulated in the booking confirmation) as follows:

<i>bestfewo & partner network (excl. Booking.com and Airbnb)</i>	<i>Partner Booking.com</i>	<i>Partner Airbnb</i>
<ul style="list-style-type: none"> Up to 100 days before start of accommodation: 0 % (free of charge) From the 99th to 60th day before start of accommodation: 40 % From the 59th to 35th day before start of accommodation: 60 % From the 34th to 8th day before start of accommodation: 80 % From the 7th to 1st day before start of accommodation as well as on the day of agreed arrival: 95 % 	<ul style="list-style-type: none"> Up to 30 days before start of accommodation: 0 % (free of charge) From the 29th day before start of accommodation as well as on the day of agreed arrival: 90 % (if the accommodation is based in Germany) or 100 % (if the accommodation is not based in Germany) 	<ul style="list-style-type: none"> Up to 14 days days before start of accommodation: <ul style="list-style-type: none"> a) if the cancellation is made within 48 hours of booking: 0 % (free of charge) b) if the cancellation is made more than 48 hours after booking: 50 % From the 13th to 7th day before start of accommodation: 50 % From the 6th day before start of accommodation as well as on the day of agreed arrival: 100 %

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The time at which the withdrawal declaration is received by the host shall be decisive for determining applicable deadlines. The guest is at liberty to prove that the host has not suffered damage at all or only at a substantially lower level than the aforementioned lump sum.

In addition, a free cancellation may be possible in certain cases, particularly if the accommodation is inaccessible, dirty or unsafe; there is an undeclared animal in the accommodation; the host is permanently unavailable; there is a serious problem and this is reported within 24 hours of becoming known and the host is unable or unwilling to help; or there are other special circumstances. The above will always depend on the individual case and must be checked in advance by the broker or host and a decision to refund may also be based on goodwill.

6. Obligations of the guest

6.1 The accommodation with inventory, including any community facilities present, are to be handled with care. During their stay, the guest is to report any damage for which they are responsible to the host and to provide compensation accordingly. The guest is obliged to comply with the house rules given to them or announced by the host via posters/bulletins. Breaches against house rules by the guest entitle the host to terminate the guest accommodation contract; this also includes extraordinary termination where applicable. In the event of interruption to services, the guest is obliged to undertake all reasonable actions to contribute towards rectifying said interruption and keeping damage and impairments to a minimum. The guest must comply with the host's operating instructions and is prohibited from intervening in the accommodation's technical equipment (electrical installations, water supply, devices, swimming pool filters etc.). The holiday accommodation is to be left in a clean condition upon departure.

6.2 In the case of accommodations in which pets are prohibited, no guarantee can be given that pets have never been present in the building. Should the host envisage guests bringing and attending to pets in the accommodation as per the accommodation description, this is only permitted following a corresponding prior express agreement between the guest and host. Within the context of such agreements, the guest is obliged to provide truthful information on the type and size of the pet. Breaches of this justify extraordinary termination of the guest accommodation contract by the host.

6.3 The guest is obliged to immediately notify the host of any defects or faults and request assistance. Should the guest culpably fail to report a fault, the accommodation price will not be lowered. The host can refuse to assist if this would require disproportionate expense. The guest can only terminate the contract if use of the holiday accommodation is significantly impaired as a result of a fault, and the host does not provide assistance within a reasonable deadline as set by the guest. The determination of a deadline by the guest is not required if assistance is impossible, assistance is refused by the host, or if the immediate termination of the contract is justified by a special interest on the part of the guest.

6.4 The guest may not exceed the number of occupants of the accommodation stated in the booking confirmation. Notwithstanding their right to termination, the host is entitled to demand additional, appropriate remuneration for the period in which the accommodation is over-occupied. The people exceeding the approved number of guests are required to immediately leave the holiday accommodation on the first request of the host. Subletting the accommodation by the guest is not permitted.

7. Security deposit

7.1 Should a security deposit be named in the accommodation description, or if this has been separately agreed to in an individual case and is not indicated in the booking confirmation, the guest must pay a security deposit to the host. Should bank transfer be the envisaged method of paying the security deposit according to the booking confirmation, the guest must pay the deposit within the time period set to the host's named bank account. If this is not the case, the deposit is to be paid in cash upon arrival prior to use of the accommodation.

7.2 The deposit acts as a security for the host to cover against any damage culpably caused by the guest to the accommodation. It shall be paid back following an inventory inspection of the accommodation (e.g. during a joint survey/inspection of the accommodation) performed with the guest at the end of their stay or, in the case of counter claims, the deposit shall be paid back to the guest within 14 days of said counter claims being verified. Should there be no claims following performance of the inspection, the deposit is to be paid back immediately to the guest in cash prior to the guest's departure.

8. Termination by the host

8.1 The host can extraordinarily terminate the guest accommodation contract in the event of over-occupancy and reject the people in excess of the agreed occupancy. The contract can also be terminated after the start of occupancy without providing notice if the guest violates or acts in contravention of the contract to such an extent that the contractual relationship cannot reasonably be continued until its agreed end or until the end of a notice period, or the guest otherwise contravenes the contract to a significant extent. This particularly applies if the accommodation continues to be occupied in contravention of the contract, or is over-occupied, despite warning, or if the guest continues to breach house rules despite warning and significantly damages the property due to intentional acts or gross negligence. In the event of imminent danger, the host is entitled to enter the accommodation and undertake initial measures to prevent damage.

8.2 Should the host terminate according to 8.1, they remain entitled to the total price for the accommodation minus the value of expenses and reimbursements not incurred, or similar benefits, due to the accommodation being occupied by individuals other than the guest.

9. Liability restrictions

9.1 bestfewo assumes no liability for proper performance or rendering of the brokered service, and grants no assurances for the suitability or quality of the accommodation services described. In this respect, it is solely the host who assumes liability towards the guest as their contractual partner. bestfewo grants no assurance for the availability of accommodations and is only liable for erroneous advice and brokerage. All the information concerning the holiday accommodation brokered is based solely on the information provided by the host and does not constitute an assurance on the part of bestfewo.

9.2 Except in the case of damage relating to injury to life, limb and health, and damage to the guest by bestfewo or (in reference to the guest accommodation contract) by the host due to intentional or grossly negligent acts, or where bestfewo/the host are solely responsible due to the fault of an auxiliary agent, liability on the part of bestfewo as Broker arising from the brokerage contract and liability on the part of the host from the guest accommodation contract shall be restricted per stay and per guest to three times the cost of the brokered service; for the host, this is limited to three times the price of

the accommodation. In the event of any claims for damages directed against bestfewo or the host arising from impermissible actions not related to intentional acts or gross negligence, bestfewo shall only be liable as Broker for three times the cost of the stay in the brokered accommodation; for the host, this liability is restricted to three times the cost of the stay per stay and per guest.

10. Data protection

10.1 Personal data provided to bestfewo by the guest is processed and used electronically insofar as this is necessary for the establishment, execution or termination of the contracts with the guest and for the purposes of customer service. When gathering, processing and using personal data, bestfewo complies with the provisions of the General Data Protection Regulation (GDPR) and the German Data Protection Act (BDSG). The customer can retrieve data stored on them by bestfewo at any time, request information on the data held, or ask that it be modified or deleted. By sending a message to datenschutz@bestfewo.de, the guest can also object to the use or processing of their data for the purposes of advertisement, market research or opinion polling.

10.2 The guest's data will not be passed onto unauthorised third parties.

11. Final provisions

11.1 German law shall exclusively apply to the brokerage contract and the legal relationship between the guest and bestfewo.

11.2 If the customer is a merchant or legal entity of private or public law, or a private individual with a domicile or place of habitual residence in a foreign country, or whose domicile or place of habitual residence is unknown at the time of legal action being taken, it is agreed that the place of jurisdiction for legal action against the host will be the office location of the host, and in the case of legal action against bestfewo; the office location of bestfewo.

11.3 Should individual provisions of these booking conditions prove to be ineffective, this does not impact the effectiveness of the remaining provisions of the guest accommodation contract or brokerage contract with bestfewo.

11.4 Online dispute resolution: the European Commission provides a platform for out-of-court disputes at <http://ec.europa.eu/consumers/odr/>. Dispute settlement procedure in front of a consumer arbitration board: bestfewo does not participate in any dispute settlement procedures in front of a consumer arbitration board and is not obliged to participate in such procedures.

11.5 In the event of any discrepancies between the German and English versions of this document, the German version shall prevail to the extent permitted by law.

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