

Guest Terms and Conditions

§ 1 . Validity of the terms and conditions

(1) These general guest conditions apply to contracts for the rental provision of holiday apartments for accommodation as well as all other services and deliveries of the provider provided for the guest. The provider's services are carried out exclusively on the basis of these general terms and conditions.

(2) The sub- or letting of the holiday apartment left and its use for other people as residential purposes require the prior written consent of the provider.

(3) The guest's terms and conditions only apply if they have been agreed beforehand. Deviations from these conditions are only effective if the provider has expressly confirmed them in writing.

§ 2 . Accommodation contract

(1) The accommodation contract is concluded if the provider confirms the guest's booking request by telephone or in writing by letter post, email and/or fax and thus accepts the booking (application acceptance).

(2) The contractual partner is the provider and the guest. If a third ordered for the guest, he is liable to the provider together with the guest as a joint debtor for all obligations from this contract, provided that the provider has a corresponding statement of the Third.

(3) The guest is obliged to check the booking confirmation for your correctness. If the booking confirmation deviates from the booking request and if the guest does not immediately raise objections (within 24 hours), the content of the booking confirmation is deemed to have been agreed.

§ 3 . Services, prices, payment, offsetting

(1) The provider is obliged to keep the apartment booked by the guest and to provide the agreed services. The apartment corresponds to the equipment standard of an average rental apartment. The provider only assumes for expressly promised features, but not for the subjective quality of the equipment (e.g. ventilation).

(2) The guest is obliged to pay the further services applicable or agreed by him for the transfer of the apartment and the further services he claimed. This also applies to the benefits and expenses of the provider to third parties.

(3) The guest is obliged to provide truthful information about the number of people who prove the apartment. The apartment is available for the number of people mentioned in the booking confirmation in accordance with Section 2 (1). The occupancy with an additional number of people requires the prior written consent of the provider. In this case, the price for the transfer of the holiday apartment increases to the price, which is generally calculated if the provider is occupied accordingly.

(4) If the period between the conclusion of the contract and the fulfillment of the contract exceeds four months and increases the price calculated for such services in general, the provider can increase the contractually agreed price, but at most by 10 %.

(5) The payment of the price agreed for the transfer of the holiday apartment and for the other services agreed with the guest is due at the latest on the day of arrival when the keys were handed over. At that time it must be made in cash, unless the provider expressly approved the guest of another payment method. EC and credit cards cannot be accepted as a means of payment on site.

(6) The provider reserves the right to request a reasonable advance payment from the guest before arrival at the price agreed for the transfer of the apartment and the other services agreed with the guest. If an advance payment with the booking confirmation is requested in accordance with Section 2 (1), this is due on the 8th day after the booking confirmation has been sent. If the provider cannot post the receipt of payment by the 8th day after the booking confirmation has been sent, and if it is not carried out with rejection threat after the provider has expired, the provider is entitled to withdraw from the contract; He must inform the guest in writing. Section 5 (3) then applies accordingly that the 8th day after the transfer of the booking confirmation is the day of cancellation.

(7) The guest can only offset an undisputed or legally established claim compared to a claim from the provider.

§ 4 . General rights and duties; House rules

(1) The guest has to care for the holiday apartment and its inventory provided to him. The guest is obliged to comply with the house rules. The night's sleep applies from 10 p.m. to 7 a.m. During this time there is special consideration for the roommates and neighbors. TV and audio devices are to be adjusted to room volume.

(2) For the duration of the transfer of the apartment, the guest is obliged to keep windows and doors closed when the apartment is left, to regulate all radiators at low levels and to switch off light and technical devices.

(3) The accommodation of pets of any kind is only permitted in the apartment after the provider's prior written consent. The provider can request an appropriate surcharge for the accommodation of animals. If animals are accommodated without the prior consent of the provider, this can charge a cleaning flat rate of up to € 250.00 (net), plus special cleaning and repair costs.

(4) A general ban on smoking applies in the apartment. In the event of violations, the provider can charge a cleaning flat rate of up to € 250.00 (net), plus special cleaning and repair costs. Smoking is only permitted on balconies and terraces, if available in the holiday apartment; otherwise, it is permitted outdoors if the surroundings allow.

(5) Internet usage is permitted according to the conditions of the Internet usage agreement attached at the end of these terms and conditions, unless they violate the legal provisions. Criminal acts (in particular illegal downloads, page views) are reported and prosecuted. The guest is only liable for an illegal use of the Internet.

(6) The installation and/or attachment of materials for decoration or similar is not allowed in the apartment. The guest is liable for a decoration or the like, for which it is still used and alone and releases the provider of claims by third parties. He is also obligated to compensate for damages caused by the installation and/or attachment of decorations or similar items.

(7) The provider has the right of access to the apartment at any time, especially in the event of danger. The guest's interests are worthy of protection when exercising the right of access to be taken into account appropriately. The provider will inform the guest about the exercise of the right of access in advance, unless this is not reasonable or impossible for him in the circumstances of the individual case.

§ 5 . Resignation from the contract (cancellation)

(1) A resignation of the guest from the contract concluded with the provider requires the written consent of the provider. If this is not done, the agreed price from the contract must also be paid if the customer does not claim contractual services. This does not apply in the cases of the provider of the provider or an impossibility of provision for services to be represented.

(2) The guest can only withdraw from the contract without triggering the provider's payment or compensation claims, provided that the possibility of withdrawal up to a certain date has been arranged in writing between him and the provider. This right of withdrawal of the guest expires if he does not exercise his right to withdraw from the provider in writing by the agreed date, unless there is a case of the provider's influx of performance or an impossibility of providing the service to which he is responsible.

(3) Without triggering the provider's payment or compensation claims, the guest is entitled to cancel up to 30 days before arrival, otherwise according to the following statements, unless otherwise agreed:

Cancellation at the latest	Height of the accommodation price to be paid
30 days before arrival	0 %
25 until 29 days before arrival	20 %
15 until 24 days before arrival	40 %
10 until 14 days before arrival	60 %
5 until 9 days before arrival	80 %
< 5 days before arrival	100 %

Cancellations must be made in writing to the provider, unless the provider agrees to an oral cancellation. The day of cancellation of the cancellation at the provider applies as a cancellation day.

(4) If the guest does not appear on the day of the arrival until 10 p.m. or at the latest 60 minutes after a later date agreed in accordance with Section 7 (1), the contract is considered canceled. Paragraph 3 must be applied accordingly. In addition, the provider can request an administrative fee of € 100.00 (net) from the guest.

(5) If a right of withdrawal of the guest was agreed in writing within a certain period in accordance with paragraph 2, the provider is entitled to withdraw from the contract during this period if inquiries from other guests are available for the contractually booked holiday apartment and the guest at request from the provider does not do without his right to resign.

(6) Furthermore, the provider is entitled to withdraw from the contract or to terminate it extraordinarily if z. B. a) force majeure or other circumstances that are not to be represented by the provider make it impossible to fulfill the contract, b) the apartment with misleading or incorrect information essential facts, e.g. B. in the person of the guest or regarding the purpose or regarding the occupancy or regarding the accommodation of animals, c) the apartment is used for other residential purposes, d) the provider has justified occasion for acceptance that the use of the service endangers the security or home peace of other guests or neighbors or the reputation of the provider in public without being attributable to the provider's area of rule or organization.

(7) The provider must immediately inform the guest of the exercise of the right of withdrawal or termination. In cases of paragraph 6 a), the provider must immediately reimburse rental price payments and/or advance payments made. If the provider's resignation is justified or if the provider is legally, the guest is not entitled to compensation. The guest must replace all damage to the provider due to a withdrawal or extraordinary termination in accordance with paragraph 6.

§ 6 . Liability; Limitation

(1) The provider is liable for his obligations from the contract. Liability is limited to intent and gross negligence of the provider if and insofar as it is not indispensable in accordance with the legal provisions. If disruptions or defects in the provider's services occur, the provider will strive to remedy the disruption or the defect if you know or immediately appeal to the guest. The guest is obliged to contribute the reasonable in order to eliminate the disorder or the defect and to keep possible damage.

(2) The provider is not liable for the guest's things; They are not considered to be brought in within the meaning of §§ 701 f. BGB. Liability of the provider according to these regulations is expressly excluded. This also explicitly applies to valuables that the guest kept and/or leaves.

(3) The guest is liable for all the damage that he, his fellow travelers or his visitors culpably caused in the house of the apartment, in the apartment and/or at the inventory of the apartment. Private liability insurance is recommended to the guest. The guest is obliged to report damage to the provider immediately. This also applies in particular to the damage that can also affect other apartments in the house (e.g. water damage, fire damage).

(4) Claims of the guest expire in six months, unless the provider is liable for intent. Claims of the provider expire in the respective legal period.

§ 7 . Arrival and departure, handover of the keys; Late evacuation

(1) The apartment is regularly available on the day of arrival from 4 p.m. The journey must take place until 10 p.m., unless a later arrival time is expressly agreed with the provider in advance. A journey before 4 p.m. can also only be made if this was expressly agreed with the provider in advance.

(2) If the journey has been agreed between 10:00 p.m. and 8:00 a.m. and takes place during this time, a surcharge of 30.00 euros can be charged by the provider.

(3) The guest is required to present their valid ID card or passport to the provider no later than upon arrival. Pursuant to Sections 29 and 30 of the Federal Registration Act

(Bundesmeldegesetz), the provider is obligated to collect and store the guest's data relevant for registration purposes. The provider offers the guest a digital guest registration form for this purpose. The guest consents to the electronic collection, processing, and storage of the required data via this digital guest registration form. By confirming the digital form, the guest confirms the accuracy and completeness of the information provided and thus fulfills their legal registration obligation in an appropriate manner.

(4) When arriving, the provider can charge a deposit of € 150.00. The provider will reimburse this deposit if the apartment is cleared in good time and surrender of all keys on the day of departure, unless otherwise agreed with the guest and unless the apartment has no damage to the guest. In the event of any other damage to the apartment and/or the inventory, the guest still pays the amount of money required for the compensation in cash (Section 249 (2) BGB).

(5) On the day of departure, the guest has to make the apartment available at 10:00 a.m. at the latest, unless otherwise agreed. In the event of late evacuation of the apartment, the provider is entitled to an additional payment. This is a) 50 % of the agreed overnight price/night at an evacuation after 10:00 a.m. before 1:00 p.m. b) 100 % of the agreed overnight price/night with an evacuation after 1 p.m. In addition, the provider is entitled to a replacement of all further damage caused due to a late evacuation.

(6) The evacuation in accordance with paragraph 4 is only deemed to have been issued if all keys were published to the provider or its representative. For this purpose, the guest, if this has been expressly agreed with the provider, can leave all keys on the table in the apartment and pull the apartment door. The guest is obliged to control the proper closure of the apartment door.

(7) If one or more keys are lost, the guest must pay the provider damages for their new production and, if necessary, for the installation of new locks.

§ 8 . Data protection

The personal data provided by the guest will not be passed on to third parties by the landlord, unless this is necessary for contract processing.

§ 9 . Final provision

(1) Changes or additions to the contract, the application for the application or these general terms and conditions should be made in writing. One-sided changes or additions by the guest are ineffective.

(2) Wildeshausen / Germany is a fulfillment and payment location. The place of jurisdiction for tenancy law is the Wildeshausen District Court.

(3) Only the law of the Federal Republic of Germany applies to the contract.

(4) These general guest control conditions are only intended for the personal use of the guest. Commercial use by third parties is expressly contradicted.

(5) If one of the above provisions is or become ineffective or void, this does not affect the effectiveness of the other provisions. The ineffective provision must be replaced by a provision that comes closest to the purpose of the provision to be replaced. In addition, the statutory provisions apply.

§ 10 . Attachments

Based on Section 4 (5), the conditions of the Internet usage agreement can be found on the following pages, which are part of these terms and conditions.

(Guest Terms and Conditions, as of January 2026)

Internet Usage Agreement

between

the owner of the accommodation of BesTime, Paul Kubanek

-called the following "landlord"-

and

all tenants

-called the following "guest"-

§ 1

For the duration of the stay, the guest is given the opportunity to access the Internet via the landlord's WiFi network. The security key for the network will be communicated to him at the beginning of the rental period.

§ 2

1. No fees are charged for the use of the Internet. It is compensated for with the rental price.
2. Except for paragraph 1 are the costs of internet use beyond the monthly flat rate fee, in particular payable services that have been initiated by the holiday guest.
3. If costs are incurred within the meaning of paragraph 2 during the rental period, it is assumed that they were prompted by the holiday guest.

§ 3

1. The holiday guest must keep the security key (also called "password") secret. He may only pass it on to people who are legitimately using the apartment.
2. If the holiday guest shares the security key to a minor, he must pay attention to compliance with the regulations of the protection of minors.
3. The holiday guest may only use the Internet in compliance with the applicable laws. It is particularly forbidden to him
 - to download or offer copyrighted material, e.g. via one-click hosting services or exchange services such as Bittorrent, EMULE, etc.
 - to use streaming services and streaming websites as far as violate this copyright
 - to comment in a punishable way, e.g. on social media services such as Facebook
 - call up content with pornographic material
 - to operate the prohibited forms of advertising, especially to send spam messages

§ 4

If the holiday guest passes on the security key, he must inform every person to whom he reports the key about the obligations mentioned in § 3 and § 6.

§ 5

1. Access to the Internet is only granted within the framework of the technical possibilities. The landlord is not liable for failures of the Internet, especially those that are due to damage to the router, the disruption of the WiFi radio or on the internet provider.
2. The landlord is not liable for impairments or uselessness of the equipment of the holiday guest caused by the use of the Internet, in particular infection with malware. This does not apply if the damage was caused by intentional or grossly negligent action by the landlord.
3. The landlord points out that data traffic takes place unencrypted, in particular the possibility that third parties will access data traffic. Furthermore, the landlord, if there is no firewall in the WiFi router, does not provide firewall or virus protection.

§ 6

At the end of the rental period, the holiday guest must no longer access the WLAN network.

§ 7

If the landlord is legitimately suspected that the holiday guest or a person within the meaning of Section 3 (1) sentence 3 violates one of the ones in Section 3 and Section 4, he can still prohibit the use of the WiFi network during the rental period and the access to prevent this, in particular change the security key.

§ 8

1. The holiday guest releases the landlord of legally established claims by third parties, which is justified by the internet use of the holiday guest or a third party to which he has communicated the security key.
2. If the subject of a third party is a violation of a law, it is assumed that the holiday guest committed it if it falls into the rent space after the creditor is presented.
3. If the holiday guest succeeds in refuting the presumption made in paragraph 2, paragraph 1 does not apply

§ 9

In the apartment itself there is a notice that indicates the obligations mentioned in § 3 and § 6. The holiday guest is not entitled to remove this notice.

§ 10

The ineffectiveness of individual regulations does not affect the effectiveness of this agreement.

(Internet Usage Agreement, as of April 2024)