

General Terms and Conditions for the „Meyersick Holiday Home“ or „Rheine Holiday Apartment“

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1. Scope of Application

1.1 These General Terms and Conditions apply to contracts for the rental of holiday apartments for accommodation purposes, as well as all other services and deliveries provided by the Landlord to the tenant.

1.2 Subletting or re-letting the rented holiday apartment, as well as its use for purposes other than residential use, requires the prior written consent of the Landlord.

2. Rental Property

The Meyersick holiday home offers two apartments:

Apartment 1 “Eschendorf” with 1 bedroom on the upper floor (1st floor)

Apartment 2 “Zur Heide” with 4 bedrooms on the ground floor

Tenants can rent either one apartment or both, depending on availability.

3. Booking/Booking Confirmation

The rental agreement becomes valid upon receipt of the „reservation request“ from the tenant via this website’s booking system and written email booking confirmation from the landlord. The reservation of the holiday apartment becomes legally binding upon completion of the booking process and receipt of the booking confirmation or after payment has been received. By booking, the tenant agrees to the landlord’s General Terms and Conditions and House Rules.

4. Payment Terms

4.1 A deposit of EUR 100 of the total amount is due within 7 days of receiving the booking confirmation/invoice. The remaining balance is due no later than 7 days before arrival. For short-notice bookings, the total price is payable immediately, at the latest upon check-in.

4.2 Only payments via bank transfer to the landlord’s account or via PayPal to <https://www.paypal.com/paypalme/fewo116> are accepted.

Cash payments on site are possible by prior arrangement.

Payments by debit or credit card, or checks, are not accepted.

4.3 In case of late payment, the guest will not receive a payment reminder. If the payment deadlines are not met, the landlord may withdraw from the contract. Non-payment is considered a cancellation and entitles the landlord to re-let the property.

4.4 Regular additional costs for electricity, water, parking, and waste disposal are not charged. Energy costs for electric cars and motorcycles are billed according to consumption. The price per kWh will be provided in the booking documents upon request or published on the website.

4.5 Connecting electric cars and motorcycles to the house's electrical system is strictly prohibited. A dedicated charging station is installed and available for a fee.

5. Arrival / Departure

5.1 The holiday apartment is available from 4:00 PM on the day of arrival, or by prior arrangement.

On the day of departure, the holiday apartment must be vacated by 11:00 AM at the latest, or by prior arrangement.

Departures more than 60 minutes late will result in an additional night's charge.

5.2 Keys will be handed over via a key safe.

5.3 If the tenant does not arrive by 10:00 PM on the day of arrival, the contract will be considered terminated after a 24-hour period without notification to the landlord. The landlord or their representative may then freely dispose of the property. A (partial) refund of the rent due to early departure is generally not granted.

6. Occupancy

6.1 The use of the holiday apartment is reserved for the guests named at the time of booking. Should the property be used by more people than agreed upon, a separate fee will be payable for each additional person according to the price list. Overcrowding, subletting, or transferring the apartment to third parties is not permitted. The rental agreement may not be transferred to third parties.

6.2 In the event of violations of the terms and conditions or the house rules, the landlord is entitled to terminate the rental agreement immediately and without notice. There is no legal entitlement to a refund of the rent or any compensation.

7. Condition of the Property / Tenant's Obligations

7.1 The holiday apartment will be handed over by the landlord in a clean and tidy condition. Any defects or damage discovered upon arrival must be reported to the landlord immediately; otherwise, the tenant will be liable for these damages. If any damage occurs to the holiday apartment and/or its contents during the rental period, the tenant is obligated to notify the landlord immediately.

7.2 A reasonable period must be allowed for the repair of any damage or defects.

7.3 The tenant agrees to treat the rented property (holiday apartment, contents, and grounds) with care. The contents are intended to remain in the holiday apartment; taking items (e.g., cutlery, etc.) outside the rental property is not permitted. Rearranging furnishings (e.g., armchairs, etc.) is also prohibited.

7.4 The tenant is liable for any damage they cause to the rental property and its contents. In the event of loss of the property key, the landlord reserves the right to replace the locks and charge the tenant for the resulting costs.

7.5 In the event of a breach of contract regarding the use of the holiday apartment (e.g., theft/severe soiling of inventory, disturbance of the peace, etc.), the landlord may terminate the contract without notice. Any payments already made by the tenant will remain with the landlord in this case. The landlord also reserves the right to charge at least €250 for additional cleaning or to hire a professional cleaning company at the tenant's expense.

7.6 Should the tenant wish to make a claim against their liability insurance for any potential damages, this must be communicated to the landlord, stating the tenant's name, address, and policy number.

7.7 Claims by the tenant arising from complaints that are not reported immediately on-site are excluded. Complaints received by the landlord only at the end of the stay or after departure from the holiday home are also excluded from compensation.

7.8 In the event of any service disruptions, the tenant is obligated to do everything reasonably possible within the scope of their legal obligations to contribute to resolving the disruption and to minimize any resulting damage.

7.9 Final cleaning is included in the rental price. However, the tenant must leave the apartment tidy and swept clean on the day of departure. Household waste must be disposed of in the designated containers, dishes must be clean and stored in the kitchen cupboards, and if the oven or grill was used, these must also be cleaned and returned to their original condition. All personal belongings must be removed by the tenant.

In case of non-compliance, the landlord reserves the right to charge at least €250 for additional cleaning. Alternatively, the landlord may commission a professional cleaning company at the tenant's expense.

8. No Smoking / No Pets Allowed

8.1 Smoking is strictly prohibited throughout the entire house, including the conservatory and garden shed. Pets of any kind are also not permitted in the apartments.

8.2 Designated smoking areas are provided and marked outside the apartments. Pets are only allowed outside the apartments and only with the landlord's prior consent.

8.3 In case of violation, the landlord reserves the right to charge at least €250 for additional cleaning and to terminate the rental agreement without notice. Alternatively, the tenant may hire a professional cleaning company at the tenant's expense.

9. Cancellation by the Tenant

9.1 Tenants may cancel the agreement at any time. Cancellations must be made in writing via email. Cancellations made up to 30 days before arrival are free of charge.

9.2 In the event of cancellation, the tenant is obligated to pay a portion of the agreed price as compensation. The amount of compensation depends on the time remaining until the arrival date and is calculated as follows:

- 29-14 days before the arrival date: 25% of the agreed rental price
- 13-7 days before the arrival date: 50% of the agreed rental price
- 6-0 days before the arrival date or in case of no-show: 100% of the agreed rental price

9.3 The date of receipt of the cancellation notice is decisive. Any payments already made will be credited or refunded. The renter may nominate a substitute tenant who will assume the contract under the aforementioned conditions. Written notification is sufficient.

Note: Travel cancellation insurance is recommended for longer stays.

10. Cancellation by the Landlord

The landlord reserves the right to cancel the rental agreement in cases of force majeure or other unforeseen circumstances that make its fulfillment impossible. In this case, liability is limited to a refund of the rental price. In the event of a justified cancellation, the tenant is not entitled to compensation. Liability for travel and hotel expenses is excluded.

11. Landlord's Liability

11.1 The landlord is liable for the proper provision of the rental property within the scope of the due diligence of a prudent businessperson. Liability for any failures or disruptions in the water, electricity, or gas supply, as well as events and consequences caused by force majeure (e.g., severe weather), is hereby excluded. Likewise, no liability is assumed for the occurrence of unforeseen or unavoidable circumstances such as official orders, sudden construction work, or disruptions caused by natural or local conditions. However, the landlord will assist in resolving any problems (to the extent possible).

11.2 The landlord is not liable for the use of the garden, the balcony, or the inventory provided inside and outside the apartments (e.g., garden furniture, grill, etc.).

11.3 The landlord is only liable for items brought in by the guest within the scope of the statutory provisions. The landlord is not liable for personal belongings in case of theft, water damage, or fire. The tenant is responsible for their own arrival and departure.

12. Wi-Fi Use

12.1 The landlord provides Wi-Fi internet access in the holiday property. The tenant will receive the access information from the landlord upon arrival. The landlord permits the tenant to use the Wi-Fi access for the duration of their stay in the rental property.

12.2 Should the landlord become aware of any unlawful use of the Wi-Fi access by the tenant (file sharing, pornography, etc.), the landlord will immediately block the tenant's access and inform the authorities of the misuse.

12.3 The landlord is not liable to the tenant for disruptions to the Wi-Fi access. The landlord is entitled to restrict the tenant's use of the Wi-Fi access at any time.

12.4 The landlord also assumes no liability for any damages (malware, etc.) resulting from the use of the Wi-Fi access. The tenant is responsible for the security of their own data.

12.5 If the tenant uses chargeable services or similar via the Wi-Fi, they shall bear all associated costs.

13. Data Protection

The tenant agrees that data concerning their person, necessary for the execution of the rental agreement, may be stored, modified, and/or deleted. All personal data will be treated with absolute confidentiality. The tenant may revoke their consent to data protection at any time for the future by sending an email to the webmaster.

14. Written Form

14.1 These General Terms and Conditions are an integral part of the rental agreement. The renter accepts these Terms and Conditions upon booking confirmation.

14.2 Special requests and supplementary agreements are generally possible. Any agreements deviating from these Terms and Conditions must be in writing. Verbal agreements are invalid.

15. Severability Clause

Should one or more provisions of these Terms and Conditions become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely approximates the economic purpose pursued by the invalid provision.

16. Final Provisions

16.1 Photos and text on the website or in the flyer serve as a realistic description. A 100% match with the rental property cannot be guaranteed. The lessor reserves the right to make changes to the furnishings (e.g., furniture), provided they are of equivalent value.

16.2 German law applies. The place of jurisdiction and performance is Rheine.

Rheine, November 1, 2024