

## 1. General

1.1. These General Terms and Conditions (AGB) exclusively contain the terms governing the accommodation between us, Ferienwohnung Balogh, Brannntweinstein 50, D-37520 Osterode am Harz, Deutschland (hereinafter referred to as the "Host" or "we"), and a consumer or entrepreneur (hereinafter referred to as the "Customer/s" or "Guest"), unless they have been amended by written agreements between the parties. A consumer in the sense of these AGB is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed professional activity. An entrepreneur in the sense of these AGB is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or self-employed professional activity.

1.2. Changes to these terms and conditions will be communicated to the customer in writing, by fax, or by email. If the customer does not object to this change within four weeks after receipt of the notification, the changes are considered accepted by the customer.

---

## 2. Conclusion of Contract

2.1. The presentation of the offered service does not constitute a binding offer from the Host. The Customer's order for the service first constitutes a binding offer according to §145 of the German Civil Code (BGB). The Host can accept this offer within two working days. In the event of acceptance of the offer by the Host, the Host will send an order confirmation to the Customer via email.

2.2. After the offer is submitted, the contract text will be sent to the Customer by email.

2.3. During the ordering process, the Customer has the option to correct the entries made. Before concluding the ordering process, the Customer receives a summary of all order details and is given the opportunity to check their information.

2.4. The contract is concluded in German.

2.5. The Host contacts the Customer via email and automated order processing. The Customer ensures that the email address they entered is correct.

2.6. The conclusion of the Guest Accommodation Contract obligates the contracting parties to fulfill the contract, regardless of the duration for which the contract was concluded.

2.7. The Host is obligated to pay compensation for damages up to a maximum of the contract amount if the accommodation is not provided.

2.8. The Host is obliged, in good faith, to rent the unused accommodation elsewhere to avoid losses. Until the accommodation is rented elsewhere, the Guest must pay the agreed amount for the duration of the contract.

2.9. The Guest is obliged to pay the agreed or usual price for the non-utilization of the contractual service, minus the expenses saved by the Host. For holiday apartments, only the costs of final cleaning are saved.

2.10. Should the Guest, contrary to expectation, not commence the booked trip, the accommodation costs become immediately due from the time of cancellation. The Guest can, after prior agreement, make use of a comparable period corresponding to the booked travel time within one year. Travel times other than the one booked are possible for an additional charge.

2.11. A flat rate of €35.00 (for otherwise non-incurred costs including, among others, increased acquisition, personnel and office use, double bank and booking fees, etc.) is charged and offset for the reversal of the booking.

(As of 01.01.2019)

---

## 3. Payment Conditions

3.1. The accommodation price is due upon booking. The accommodation contract becomes effective upon receipt of the 20% down payment within 14 days of the booking confirmation; the remaining costs are due upon arrival. In the event of a short-notice start of the trip, the total amount must be paid immediately. Payment of the accommodation costs is made using the provided payment methods.

3.2. The prices indicated at the time of booking apply. The prices stated in the price information are final prices. We are not subject to VAT according to §19 Abs. 1 of the German Value Added Tax Act (UStG).

3.3. The Customer may only offset claims against the Host's demands with undisputed or legally established counterclaims or counterclaims that are ready for decision.

3.4. The conclusion of travel cancellation insurance is recommended!

---

## 4. Right of Withdrawal

4.1. Consumers generally have a right of withdrawal.

4.2. However, the provisions (e.g., right of withdrawal) for so-called distance contracts do not apply to the provision of services in the areas of accommodation and transport (§312g Abs. 2 No. 9 BGB).

---

## 5. Warranty

5.1. The accommodation will be provided in perfect condition.

5.2. Should the Customer discover defects, they must immediately inform the Host in writing and document them with images. Insofar as the accommodation is defective, the Customer is entitled, within the framework of the statutory provisions, to demand supplementary performance, withdraw from the contract, or reduce the accommodation price. The limitation period for warranty claims is six months after the end of the rental relationship.

5.3. A change in furnishing does not constitute a defect.

---

## 6. Limitation of Liability

6.1. The Host is liable for intent and gross negligence. Furthermore, the Host is liable for the negligent violation of obligations whose fulfillment is essential for the proper execution of the contract, whose violation jeopardizes the achievement of the contract's purpose, and on whose observance a Customer regularly relies. In the latter case, however, the Host is only liable for the foreseeable, contract-typical damage. The Host is not liable for the slightly negligent violation of obligations other than those mentioned in the preceding sentences.

6.2. The foregoing exclusions of liability do not apply to injury to life, body, and health. Liability under the Product Liability Act remains unaffected.

6.3. Data communication over the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. The Host is therefore not liable for the constant and uninterrupted availability of the online booking system and the online offers.

6.4. The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr>. We do not participate in a dispute resolution procedure before a consumer arbitration board.

(As of 01.01.2019)

---

## 7. Damages

7.1. The Guest has a duty of care to handle the holiday apartment gently.

7.2. The duty of care also includes the handling of brought-in pets. Pets are welcome here, provided the following "rules of the game" are observed in particular:

- \* Pets must not be left alone in the apartments.

- \* The garden areas are not pet toilets.

- \* Seating and lying furniture are exclusively reserved for two-legged guests.

- \* Pets must always be kept on a leash on the property, even when accompanied by their owner, as the robotic lawnmower cannot recognize moving obstacles.

\*\*\* Ferienwohnung Balogh  
General Terms and Conditions  
Guest Accommodation Contract (AGB)

\* Non-observance does not trigger any recourse claims against the Host.

7.3. The House Rules are an essential part of these AGB.

7.4. In the event of a breach of the duty of care, particularly also for damage caused by pets, compensation for damages must be paid to the Host even without setting a deadline.

7.5. The Guests are jointly and severally liable under the accommodation contract.

---

## 8. Data Processing

By booking, the Guest agrees to the automatic processing and use of personal data for the purpose of the accommodation stay. Data will not be passed on to third parties. Ferienwohnung Balogh uses the data in compliance with the General Data Protection Regulation (GDPR) [[https://www.fewo-balogh.de/daten\\_en.php](https://www.fewo-balogh.de/daten_en.php)].

---

## 9. Final Provisions

9.1. The General Terms and Conditions and the House Rules are displayed in the holiday apartment; they can be viewed, downloaded, and/or printed on the internet.

9.2. Amendments or additions to these terms and conditions require the written form. This also applies to the waiver of this written form requirement.

9.3. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Mandatory provisions of the state in which a consumer has their habitual residence remain unaffected.

9.4. Insofar as a consumer had their domicile or habitual residence in Germany or a member state of the European Union when the contract was concluded and has either moved it at the time the action is filed or their place of residence is unknown at that time, the place of jurisdiction for all disputes is the business seat of the Host. If a consumer does not have their domicile or habitual residence in a member state of the European Union, the courts at the Host's business seat have exclusive jurisdiction for all disputes. If the Customer acts as a merchant, legal entity under public law, or special fund under public law with its seat in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract is the business seat of the Host.

9.5. Should individual provisions of this contract be ineffective or contradict the statutory regulations, the remaining contract shall not be affected. The ineffective provision shall be replaced by the contracting parties by mutual agreement with a legally effective provision that comes closest to the economic meaning and purpose of the ineffective provision. The above regulation applies mutatis mutandis to loopholes.