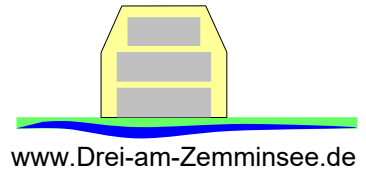


Drei am Zemminsee

Zemminer Weg 4
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drei-am-zemminsee@email.de



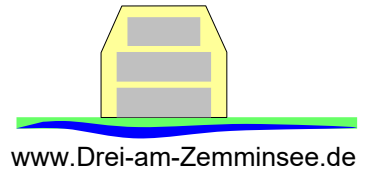
General terms and conditions and house rules

version January 2023

1. These General terms and Conditions as well as the House Rules are an integral part of the rental agreement between the holiday home Haus Drei am Zemminsee, Mr. G e r h a r d E s p i c h, Zemminer Weg 4, 15755 Schwerin (near Teupitz) and the guest.
2. The guest must be of legal age and capacity.
3. If the guest and the contractually agreed accompanying persons are more than 4 persons in total, the booking must be coordinated individually by the guest with Haus Drei am Zemminsee.
4. Haus Drei am Zemminsee will place the rooms / apartment(s) / flat(s) including furniture and crockery according to the descriptions on the internet page www.drei-am-zemminsee.de or 3-am-Zemminsee.de at guests and the accompanying persons disposal during their stay within the agreed period. The outdoor facilities and the annexe including garden furniture are for joint use.
5. Subletting contracts to this rental agreement and the use of the rooms, the annexe and the outdoor facilities for purposes other than residential purposes are not allowed.
6. The rental agreement is only valid for the number of persons given in the agreement.
7. If the property, the house, the annex or other furnishings and equipment, in addition to the guest making the booking and the contractually agreed accompanying persons, are used by other persons attributable to the guest (accompanying persons, visitors, day guests, etc.), these must be announced to Haus Drei am Zemminsee as soon as possible, at the latest upon your arrival. Stays of more than one hour within the contractually agreed rental period of persons attributable to the guest require the consent of Haus Drei am Zemminsee and are chargeable. The persons attributable to the guest have not claim to use of furnishings and equipment, in particular of laundry.
8. In case of immediate booking / reservation the guest offers definitely to Haus Drei am Zemminsee the conclusion of a rental agreement in written, oral (by phone) or electronic (e-mail) form. The guest is bound to his booking / reservation respectively his offer to contract for seven days. The rental agreement is concluded with the arrival of the booking / reservation confirmation respectively declaration of acceptance by mail or e-mail. The guest is obligated to check the booking / reservation confirmation for errors immediately and to communicate objections if necessary.
9. In case of booking / reservation on the basis of an offer the guests asks for an offer without obligation. Haus Drei am Zemminsee will submit to the guest a definitely offer in written or electronical (e-mail) form to which Haus Drei am Zemminsee will be bound until the date given in the offer. The rental agreement will be concluded after receipt of acceptance by mail or e-mail at Haus Drei am Zemminsee or after receipt of a stipulated amount arrival on the indicated account of Haus Drei am Zemminsee.
10. The rent for the apartment / flat will be calculated in relation to the number of persons and the duration of residence. The final cleaning as well as the costs for water, electricity and heating are included in the rent based on the usual consumption for the agreed number of persons. All indicated prices are final prices and include VAT.
11. For bookings made more than 1 month before the start of the rental period, Haus Drei am Zemminsee reserves the right to make flat-rate price adjustments for the final cleaning and the consumption-dependent costs for water, electricity and heating, insofar as the service providers or suppliers adjust their prices.
12. The guest commits himself to pay the rent as well as the cost for eventually additional services.
13. The rent is payable by arrival of the booking / reservation confirmation or by acceptance of the offer by the guest. The agreed rental price and the agreed prices for any additional services are to be paid into the specified account, less the advance payment if applicable and unless otherwise agreed, no later than 21 days before the start of the rental period.
14. In case of bookings / reservations taken more than 21 days before the beginning of the rental period the guest will be asked in the booking / reservation confirmation or offer to submit a down payment of usually 15 per cent of the agreed rent, but at least 50,00 EUR to the date given. This amount is payable at the arrival of the booking / reservation confirmation at the guest's address or the acceptance of the offer by the guest.
15. If the respective down payments and/or balance payments are not received in the specified account or not to the specified extent by the specified dates, Haus Drei am Zemminsee is entitled to withdraw from the contract
16. In case of withdrawal from the contract until 21 days before the beginning of the rent the down payment will be taken as withdrawal payment and set-off.
In case of a later withdrawal from the contract or if the customer does not use the service booked payments can only be refunded if Haus Drei am Zemminsee will be able to rent their facilities to other guests during this time. Haus Drei am Zemminsee will take all efforts to rent the apartments / flats. Expenditures saved will be taken into account to 20 per cent.
The declaration of withdrawal has to be given by the guest in written or electronic (e-mail) form.
Haus Drei am Zemminsee suggests a travel expenses cancellation insurance for this case.

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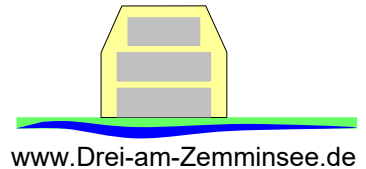
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17. Special offers and price reductions are not transferable.
18. Should force majeure (e.g. civil/war, police, military or terrorist violence, revolution, boycott, epidemics, pandemic/s, etc.), natural disasters (e.g. storm, lightning, flood/s, earthquake/s, etc.), fire, restriction/s or failure of the energy or drinking water supply, burglary, vandalism, restrictions of the constitutional rights of freedom or similar, do not allow the use of the rental object or not to the extent intended, Haus Drei am Zemminsee may withdraw from the contract without compensation.
19. All apartments / flats are non-smoker apartments / flats equipped for allergic persons. Smoking is not allowed in the whole building and in the annexe. Pets are not allowed.
20. The apartments / flats will be available from 4 p.m. on the arrival day. Arrivals on the first day booked must take place between 4 p.m. and 9 p.m., arrivals on the following days must take place between 7 a.m. and 9 p.m..
21. The apartments are to be clean-swept and left by 10:00 a.m. on the day of departure. The guest is responsible for any damage caused by leaving the apartment late. Individual regulations for departure are included in the offer or the booking confirmation.
22. The guest will get a code for access to the property, the house, the apartment / flat and to the annexe. The guest and the accompanying persons are obligated to keep this code secret in order to protect the premises against trespassing. In case of the suspect that a third party got the code this has to be told immediately to Haus Drei am Zemminsee. In case of passing a key this has to be agreed upon first.
23. The guest and the accompanying persons are obligated to treat the rooms and the equipment of the apartments / flats, e.g. the garden furniture as well as all other property of Haus Drei am Zemminsee carefully. Please be especially careful with the bank reinforcement of the lake.
24. All equipment - furniture, crockery etc. - is to be used according to its purpose, especially the TV set and kitchen machines. Please see and follow the instructions for use for the dishwasher, oven and microwave.
25. The guest and the accompanying persons are obliged to notify Haus Drei am Zemminsee immediately of any shortcomings and damages so that they can be remedied as quickly as possible.
26. The booking guest and the accompanying persons are liable for all claims of Haus Drei am Zemminsee which are connected to the booking, as a joint debtor without obligation of proof by Haus Drei am Zemminsee, particular for damages or losses. We recommend a liability insurance.
27. The guest's contractual claims against Haus Drei am Zemminsee lapse after six months, unless other times apply according to statutory provisions.
28. Haus Drei am Zemminsee accepts no liability for items or valuables brought or lost by the guest. The liability of Haus Drei am Zemminsee is otherwise limited to intent and gross negligence.
29. Haus Drei am Zemminsee is located in a residential area. From Monday to Saturday the night rest from 10:00 p.m. to 07:00 a.m. is to be observed as rest times, and on Sundays and holidays the whole day.
30. The behaviour of the guest and the accompanying persons (e.g. playing, romping, running motors, etc.) must not lead to noise or other nuisances for the neighbourhood.
31. Motor vehicles are not allowed to park in the entire Zemminer Weg (including the turning loop). The parking spaces available on the property of Haus Drei am Zemminsee on both sides of the house are to be used.
32. When leaving the flat for departure and when leaving the property within the rental period, the guest is obliged for safety reasons to close the windows, to switch off the main switch located inside, next to the flat door and to close the flat and front door. Any keys handed over are to be left on the dining table upon departure.
33. In case of potentially damaging weather (e.g. thunderstorms, strong winds, etc.), the guest and accompanying persons are obliged to do everything in their power to prevent damage, in particular to lock the windows and doors.
34. Flowers, bouquets of flowers in vases or flower bowls with a coaster are allowed as table decoration on the dining table. Candles may only be burnt in stable candleholders and on sufficiently large fireproof surfaces and under constant supervision during the whole time. Decorations or similar of any other kind require the consent of Haus Drei am Zemminsee in text or written form.
35. Open fire is only allowed in the barbecue and in the fire basket or bowl if it is correlative large. The barbecue and the fire basket or bowl may only be used on the paved surface next to the lake shore with the suitable and permissible burning material and under constant supervision. The instructions regarding eventual local forest fire warning level have to be obeyed.
36. The charging of batteries / accumulators of electric or hybrid motor vehicles / electric cars via the (protective contact) sockets of the electrical installation on the property, in the house and outbuilding is not permitted. The charging of batteries / accumulators of electric or hybrid motor vehicles / electric cars is only permitted via correspondingly designated installations, e.g. charging column / charging station / wallbox. Standard batteries / accumulators of electric bicycles with a capacity of up to 750 Wh can be charged in the annexe. For this purpose, prior agreement with Haus Drei am Zemminsee is required.

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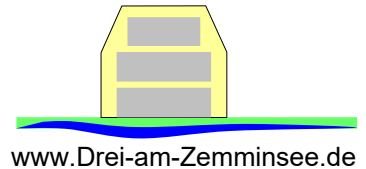
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37. Lake Zemminsee is a property of the Federal Republic of Germany and can be used for swimming and boat riding according to the usual standards. It is subject to the regulations given by the competent authorities.
38. The use of or access to the stairs and the jetty on the shore of the Zemminsee as well as the shore stabilisation, bathing, boating, water sports of any kind etc. is at your own risk. A lifeguard, life jackets etc. are not provided by Haus Drei am Zemminsee. Especially persons who cannot swim are to be supervised. The frozen ice on the lakes may not be stepped on. There is an increased risk of slipping and injury in the entire shore area. Haus Drei am Zemminsee expressly assumes no supervisory duty or liability whatsoever for the area of the shore and the Zemminsee.
39. If a pedal boat is available it can be used free of charge by the guest and the accompanying persons. Children up to 8 years and persons unable to swim must wear life vests. Some life vests are available in the annexe. Children up to 14 years have to be accompanied by at least one adult. It is not allowed to land on private landing stages or shores. Professional boats (e.g. pleasure boats) have right of way. Swamps, reed and waterlily patches may not be cruised. The guest is liable for damages on the pedal boat. The pedal boat has to be fixed to the pole at the landing stage and, if necessary, locked.
40. The company Meinhotspot GmbH, Urbanstr. 116, 10967 Berlin (www.meinhotspot.com) provides to the guests and the accompanying persons an internet access via a LAN and WiFi hotspot as a free of charge extra service in accordance with their terms of use and data protection information and in compliance with the relevant legal regulations. Haus Drei am Zemminsee does not guarantee availability, quality and security of this internet access. The contents viewed in the internet are not subject to examination or responsibility of Haus Drei am Zemminsee. The guest and the accompanying persons obligate themselves not to use this internet access for illegal, harmful, fraudulent, reputation-damaging or improper purposes. The guest and the accompanying persons use the internet at their own risk, especially security is in the sole responsibility of the guest and the accompanying persons. Haus Drei am Zemminsee does not assume any liability for damages of any kind.
The guest and the accompanying persons obligate themselves to indemnify Haus Drei am Zemminsee from all claims if Haus Drei am Zemminsee is held liable by third parties because of damages or statutory violations.
Haus Drei am Zemminsee does not take over any support. For using the hotspot the guest will need a DHCP client configured device which is equipped for WiFi, in case of using the LAN the used device must be equipped with a LAN10/100 Mbit/s interface configured as DHCP client with a RJ45 plug socket. The devices used by the guest and the accompanying persons must be free of viruses and other harmful software. The guest will be held liable for direct and indirect damages caused. The guest and the accompanying persons accept these conditions by using the internet.
41. If a landline telephone is put at the guest's disposal as an additional free of charge service, Haus Drei am Zemminsee does not assume any liability for the availability and quality of the lines. The guest and the accompanying persons obligate themselves not to use the telephone for any illegal, harmful, fraudulent, reputation-damaging or improper purposes.
42. The locked cupboard in the corridor is needed for service and is not at the disposal of the guest(s).
43. Haus Drei am Zemminsee is authorised to withdraw from the rental agreement or to terminate it without cancellation period if the guest, accompanying persons or other persons in contact with him infringe this agreement. In this case, the guest is not entitled to a refund of amounts paid for services not used. Haus Drei am Zemminsee reserves the right to enforce further claims for compensation.
44. Personal data protection information in accordance with the General Data Protection Regulation ([GDPR](#))
Mr. G e r h a r d E s p i c h, Zemminer Weg 4, 15755 Schwerin, (Digit "3" is spam protection) 3Drei-am-Zemminsee@email.de, is responsible for personal data processing.
With a
* booking request, a
* booking or a
* payment
the guest declares his consent to the processing of the following personal data to the respective
* for the preparation and fulfilment of the rental contract (contract execution) in accordance with Art. 6 Para. 1 b) GDPR
* to fulfill legal requirements (e.g. tax law) pursuant to Art. 6 Para. 1 c) GDPR and, if required,
* for the purposes of Assertion, exercise or defence of legal claims and in the event of legal disputes pursuant Art. 6 Para. 1 f) GDPR:
* Name, first name, address, e-mail address of the guest,
* the number of accompanying persons,
* date of arrival and date of departure, and

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- * the number of children up to 3 years,
- * including correspondence.

On the registration form of the place of accommodation pursuant to §§ 29, 30 Federal Registration Act.

- * the surname, first name, date of birth, nationality and address of the guest,
- * the number of persons accompanying the guest,
- * date of arrival and date of departure as well as
- * the serial number of the recognised and valid passport or passport replacement document for foreign persons only processed.

The registration forms are kept for 12 months and destroyed within 3 months.

If necessary, the

- * guest's phone number,
 - * surnames and forenames of the accompanying persons,
 - * the number of persons to be attributed to the guest and their period of stay as well as the
 - * guest's bank account
- additionally processed. Within the scope of the business relationship, personal data are processed
- * directly from the guest or
 - * from the guest via rental portals or agents,
 - * if the booking option on www.Drei-am-Zemminsee.de or 3-am-Zemminsee.de is used personal data are processed by the commissioned processor DS Destination Solutions GmbH, Breslauer Platz 4, 50668 Köln, (s. <https://www.ds-destinationsolutions.com/datenschutz>).

The consent for the processing of the personal data is necessary for the conclusion of the contract (determination of contracting party) and the fulfilment of the contract (sending code entrance doors, coordination with the guest), otherwise no contract is possible.

The duration of the storage personal data amounts to

- * for tax reasons 10 years according to § 147 Fiscal Code of Germany,
- * in the cases of §§ 197 to 199 of the German Civil Law Code up to 30 years.

There is no automated decision-making and no profiling on the part of the person responsible.

The processing of personal data on the part of the operators of the rental portals or agents as well as DS Destination Solutions GmbH, Breslauer Platz 4, 50668 Köln, (s. <https://www.ds-destinationsolutions.com>, the provider for the website www.Drei-am-Zemminsee.de, 1&1 Mail & Media GmbH, www.web.de, takes place under their own responsibility. The website 3-am-Zemminsee.de is hosted by PortUNA Neue Medien GmbH, Am Bürohochhaus 2-4, 14478 Potsdam, Germany, and the processing of personal data is their responsibility (see 3-am-Zemminsee.de/data protection - section website operator).

The company Meinhotspot GmbH, Urbanstr. 116, 10967 Berlin, www.meinhotspot.com, makes available a LAN and WLAN system (Hotspot) in the holiday home Drei am Zemminsee independently and autonomously.

The guest has the

- * right to information about the processed personal data according to Art. 15 GDPR taking into account § 34 and § 35 Bundesdatenschutzgesetz (Federal Data Protection Act), in text form (by e-mail to (Ziffer „3“ ist Spamschutz) 3Drei-am-Zemminsee@email.de) or in written form the
 - * right to rectification pursuant in accordance Art. 16 GDPR,
 - * right to limitation of processing pursuant in accordance with Art. 18 GDPR
 - * right to appeal in accordance with Art 21 GDPR and the
 - * right to data transferability in accordance with Art 20 GDPR
- and after the necessary duration of the storage the
- * right to demand the deletion of personal data in accordance with Art. 17 GDPR, taking into account § 34 and § 35 Bundesdatenschutzgesetz (Federal Data Protection Act).

The guest has the right to appeal to the data protection supervisory authority pursuant to Art. 77 GDPR in conjunction with § 19 Bundesdatenschutzgesetz (Federal Data Protection Act).

45. The EU Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/consumers/odr>. I am neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.
46. Should individual clauses be invalid, this shall not affect the validity of the remaining clauses.
47. Place of fulfillment is Haus Drei am Zemminsee, Zemminer Weg 4, 15755 Schwerin. The place of jurisdiction is Amtsgericht Königs-Wusterhausen. This agreement is governed by German law.