

**Notice:** This document is an automated translation of the original German version of the General Terms and Conditions. The translation is provided for the convenience of English-speaking customers. Please note that only the German text is legally binding, and this translation does not constitute a legal document.

## **General Terms and Conditions for the Accommodation Agreement**

(Version: 08/2024), Pebbles By RiNG, Fidelgasse 8, 93047 Regensburg

### **1. Scope**

1.1 These terms and conditions apply to contracts for the temporary rental of holiday apartments for accommodation and all further services and deliveries provided by the accommodation establishment to the customer in this context (Accommodation Agreement). The term "Accommodation Agreement" includes and replaces the following terms: accommodation, guest accommodation, accommodation room agreement.

1.2 The subletting or re-letting of the provided apartments as well as their use for purposes other than accommodation require the prior consent of the accommodation establishment in text form, whereby Section 540 Paragraph 1 Sentence 2 of the German Civil Code (BGB) is waived, insofar as the customer is not a consumer.

1.3 General terms and conditions of the customer only apply if this has been expressly agreed in advance.

### **2. Contract Conclusion, Partners, Limitation Period**

2.1 Contractual partners are Pebbles by RiNG GmbH and the customer. The contract is concluded by the acceptance of the customer's application by the accommodation establishment. The accommodation establishment is free to confirm the booking in text form.

2.2 All claims against the accommodation establishment shall become time-barred after one year from the statutory start of the limitation period. This does not apply to claims for damages and other claims, insofar as the latter are based on an intentional or grossly negligent breach of duty by the accommodation establishment.

### **3. Services, Prices, Payment, Set-off**

3.1 The accommodation establishment is obligated to keep the apartments booked by the customer available and to provide the agreed services.

3.2 The customer is obligated to pay the prices agreed upon or applicable for the apartment rental and any other services used by them. This also applies to services ordered by the customer directly or via the accommodation establishment, provided by third parties and advanced by the accommodation establishment.

3.3 The agreed prices include the taxes and local charges applicable at the time of contract conclusion. Local charges owed by the guest under municipal law, such as visitor's tax, are not included. In case of changes to the statutory VAT or the introduction, amendment, or abolition of local charges on the object of performance after contract conclusion, the prices shall be adjusted accordingly. In contracts with consumers, this only applies if the period between contract conclusion and contract fulfillment exceeds four months.

3.4 The accommodation establishment may condition its consent to a subsequent reduction in the number of booked apartments, services, or length of stay on an increase

in the price for the apartments and/or other services.

3.5 Invoices issued by the accommodation establishment without a due date are payable within ten days of receipt without deduction. The accommodation establishment may demand immediate payment from the customer at any time for due amounts. In the event of late payment by the customer, the legal regulations apply. The accommodation establishment reserves the right to prove and claim a higher damage.

3.6 The accommodation establishment is entitled to demand a reasonable advance payment or security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed upon in the contract in text form. In the case of advance payments or securities for package holidays, the statutory provisions remain unaffected. In the event of the customer's late payment, the legal regulations apply.

3.7 In justified cases, for example, in the event of late payment by the customer or an extension of the contractual scope, the accommodation establishment is entitled, even after contract conclusion, to demand an advance payment or security up to the full agreed remuneration.

3.8 Furthermore, the accommodation establishment is entitled to demand an appropriate advance payment or security from the customer at the beginning and during their stay for existing and future claims under the contract, provided such payment or security has not already been made in accordance with 3.6 and/or 3.7.

3.9 The customer may only set off or offset a claim from the accommodation establishment against an undisputed or legally established claim.

#### 4. **Customer's Withdrawal (Cancellation) / Failure to Use the Accommodation Establishment's Services (No Show)**

4.1 The customer's withdrawal from the contract concluded with the accommodation establishment is only possible if a right of withdrawal was expressly agreed upon in the contract, a statutory right of withdrawal exists, or if the accommodation establishment expressly agrees to the termination of the contract. The agreement of a right of withdrawal and the possible consent to a termination of the contract must be made in text form.

4.2 If a date for free withdrawal from the contract was agreed upon between the accommodation establishment and the customer, the customer may withdraw from the contract by that date without incurring any payment or damage compensation claims by the accommodation establishment. The customer's right of withdrawal expires if they do not exercise their right of withdrawal towards the accommodation establishment by the agreed date.

4.3 If a right of withdrawal is not agreed or has expired, and there is no statutory right of withdrawal or termination, and the accommodation establishment does not agree to a termination of the contract, the accommodation establishment retains the right to the agreed remuneration despite the customer's failure to use the service. **Cancellation policy:** For bookings with a stay of up to 13 nights: Cancellation is free of charge up to seven days before arrival (6:00 PM). For cancellations after this time, we reserve the right to charge 100% of the agreed services. For bookings with a stay of at least 14 nights: Up to 21 days before arrival: no cancellation fees; 20 to 8 days before arrival: 50% of the agreed services; 7 to 0 days before arrival: 100% of the agreed services.

## 5. **Accommodation Establishment's Withdrawal**

5.1 If an agreed or requested advance payment or security according to 3.6 and/or 3.7 is not provided even after a reasonable grace period set by the accommodation establishment, the accommodation establishment is entitled to withdraw from the contract.

5.2 Furthermore, the accommodation establishment is entitled to withdraw from the contract for objectively justified reasons, particularly if – Force majeure or other circumstances beyond the control of the accommodation establishment make the fulfillment of the contract impossible; – Apartments or rooms are culpably booked under misleading or false information or concealment of essential facts; essential facts may include the customer's identity, solvency, or the purpose of the stay; – The accommodation establishment has justified reasons to assume that the use of the service endangers the smooth operation, safety, or public reputation of the accommodation establishment without this being attributable to the domain or organization of the accommodation establishment; – The purpose or reason for the stay is illegal; – There is a violation of clause 1.2 above.

5.3 The justified withdrawal of the accommodation establishment does not entitle the customer to compensation.

## 6. **Provision, Handover, and Return of Apartments**

6.1 The customer has no claim to the provision of specific apartments, unless expressly agreed.

6.2 Booked apartments are available to the customer from 3:00 PM on the agreed arrival date. The customer has no right to earlier availability.

6.3 On the agreed departure date, the apartments must be vacated and made available to the accommodation establishment by 10:30 AM at the latest. After this time, the accommodation establishment may charge 100% of the full accommodation price (list price) for late departure from 11:00 AM onward. This does not establish any contractual claims by the customer. It is up to the customer to prove that the accommodation establishment has not incurred any or significantly lower damages.

6.4 Smoking is prohibited throughout the accommodation establishment. The accommodation establishment reserves the right to charge a fee of EUR 150.00 for smoking in the apartment or public areas.

6.5 Pets are not allowed.

## 7. **Liability of the Accommodation Establishment**

7.1 The accommodation establishment is liable for damages it is responsible for arising from injury to life, body, or health. Furthermore, it is liable for other damages resulting from intentional or grossly negligent breaches of duty by the accommodation establishment or intentional or negligent breaches of typical contractual obligations by the accommodation establishment. A breach of duty by the accommodation establishment is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise regulated in this clause 7. In the event of disruptions or defects in the accommodation establishment's services, the accommodation establishment will endeavor to remedy the situation upon gaining knowledge or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to remedy the disruption and keep any damage to a minimum.

7.2 The accommodation establishment is liable to the customer for items brought into the accommodation under the statutory provisions.

## 8. Final Provisions

8.1 Amendments and supplements to the contract, acceptance of the application, or these General Terms and Conditions should be made in text form. Unilateral changes or additions by the customer are invalid.

8.2 The place of fulfillment and payment as well as the exclusive place of jurisdiction – including for check and bill of exchange disputes – is Pebbles by RiNG GmbH, Donaustauer Str. 162, D-93059 Regensburg, in commercial transactions. If a contractual partner meets the requirements of § 38 Paragraph 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Pebbles by RiNG GmbH, Donaustauer Str. 162, D-93059 Regensburg.

8.3 German law applies. The application of UN sales law and conflict of laws is excluded.

8.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected. Otherwise, the statutory provisions apply.

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