

binding

# Booking

## Moulin d'Ibure

Ferienhausvermietung S.P. Moulin d'Ibure  
c/o Jens Krüger + Sigrid Degen  
Fürstenplatz 4  
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Moulin d'Ibure  
chemin d'Ibure  
F-64520 Bardos  
www.moulin-ibure.de

### BOOKER

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone N° \_\_\_\_\_

Fax N° \_\_\_\_\_

eMail \_\_\_\_\_

Please book: (please mark check box)

**Maison Ibure** (8 persons)

**Moulin** (6 persons)

**X Bed Linen**

**X Towel-Set**

**Baby Bed**

**Pet**

**Central Heating**

**Additional Bed**

**Rental Period:** By the week; Arrival Saturday from 17 h • Departure Saturday until 10 h | **Security deposit** 1 x 300,00

**Payment Conditions:** 25% of rental price at booking, 75% 6 weeks before arrival by Euro bank transfer

**Extra Charges: Final Cleaning** 1x 80,00 (Maison Ibure) / 1x 65,00 (Moulin) | **Water** 0,70 per person and day

**Extra Charges (optional): Bed Linen** 1 x 7,50 per person | **Towels** 6,00 per set (3 towels + 1 bath towel) | **Baby Bed** at no charge | **Pet** 15,00 per week |

**Central Heating** on request, please contact us | **Additional Bed** 25,00 per week.

**Telephone and internet access** (analogue) on request by arrangement | **Cleaning during your stay** on request by arrangement.

[currency EURO]

Date from \_\_\_\_\_ to \_\_\_\_\_ (alternatively from \_\_\_\_\_ to \_\_\_\_\_)

By my signature I accept the terms of business of S.P. Moulin d'Ibure

Town \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

### Confirmation by Ferienhausvermietung S.P. Moulin d'Ibure

We booked for you:

House \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ price EURO  
plus extras (see above)

**Thank you very much for choosing Moulin d'Ibure!**

# Terms & Conditions

The following terms and conditions define the contractual relation between you (tenant), the brothers Krüger (agents) and Ferienhaus- vermietung S.P. Moulin d'Ibure (owner). These terms of business, which you accept when you sign the booking form, have been worked out based on the recommendations of the federation of German travel agencies. They are valid in addition to § 651 and following in the German Civil Code.

## **1. Enquiry / Booking / Confirmation**

By your enquiry you bindingly offer the conclusion of a contract to the owner, represented by his agent. The enquiry can be done in written by post or fax. It has to be effectuated by the booking guest, representing all participants listed in the booking form. The booker guarantees for the contractual obligations of all participants. By the confirmation of the enquiry by the agent, the contract gets valid. Special arrangements are only valid when confirmed in written by the agent.

## **2. Rental Period / Arrival and Departure**

We usually rent week wise from Saturday 17.00 h to Saturday 10.00 h. You should arrive between 17.00 h and 20.00 h. Departure is at 10.00h latest to make sure that the house can be cleaned before the arrival of the next guests.

## **3. Deposit / Payment**

A deposit of 25% of the rental charge must be paid within 7 days after reception of the confirmation. This deposit is taken into account of the complete rent. If the deposit does not reach the agent in time, he has the right to withdraw from the contract and take a charge of 55,00 Euro. The rest of the complete rent has to arrive 6 weeks before the beginning of your rental period without further request. Both payments must be transferred to the agent's account. In case of short term booking less than 6 weeks before rental, the complete price must be paid immediately. The documents are sent out only after reception of payment. In case the payments do not arrive in time, the agent has the right to withdraw from the contract and take charges as defined in chapter 7 of this terms of business. Without complete payment the access to the house can be refused.

## **4. Performance / Prices**

The contractual performance is the letting of the booked holiday house as it is described in the offer and the additional information in the travel documents. The prices can be seen in the actual price list.

## **5. Extra Charges**

Extras are put in charge according to the actual price list.

## **6. Pets**

On request a dog is admitted. Charge according to actual price list. The dog must be announced at enquiry.

## **7. Cleaning**

During their rental period the tenants have to clean the house. At the end of their stay they should hand it over to the owner or his representative in a clean condition. The owner arranges the final cleaning. The tenant must pay the cost of final cleaning according to actual price list.

## **8. Security deposit**

At hand out of the keys the tenant must give a security deposit according to actual price list. It is designated for eventual damages or extra costs. The refund of this security deposit does not touch eventual claims of the owner and is effectuated with reservation. The refund also does not implicate renunciation of damages discovered after departure.

## **9. Withdrawal by the Tenant**

You can withdraw from the contract at any time before the beginning of your rental period. You must declare your withdrawal in written in any case. If you withdraw from the contract, the agent or the owner demands charges. This charges are defined as follows:

Withdrawal up to 90 days before beginning of your rental period = 20% of complete price.

Withdrawal between 89th and 50th day before beginning of your rental period = 50% of complete price.

Withdrawal within 49th day and beginning of your rental period = 80% of complete price.

In case you do not come, arrive later or leave earlier the complete price is obligatory. Proportional refund cannot be claimed.

## **10. Substitute Persons**

Up to the beginning of your rental period, a substitute person can replace you. In this case the agent will take a charge of 55,00 Euro for extra costs. The agent can refuse the change, if the substitute person does not fulfil the requirements, or if legal rules or official directions are in opposite. The substitute person takes over all rights and obligations of the contract. He must confirm this in written.

## **11. Withdrawal by the Owner**

The owner, represented by his agent, can withdraw from the contract before beginning of your rental period, or quit the contract after beginning of your rental period:

a) Without observation of a time limit, if the tenants severely disturb the rental relation, or endanger others, or behave in any other way in opposite to this contract in spite of caution.

b) Without observation of a time limit, if the renting of the house gets severely difficult, endangered or affected by acts of God, which could not be expected at signature of the contract (like e.g. war, internal disturbances, natural disaster etc.)

If the owner withdraws according to a) he keeps the complete price. If he withdraws according to b) before beginning of your rental period, he will refund all payments you made. Further claims are excluded. If he withdraws according to b) after beginning of your rental period, he will partly refund the price according to the expenditure he saved.

## **12. Changes**

If the performances cannot be fulfilled according to the contract due to circumstances, which appeared after its signature and without responsibility of the owner, he has the right to change the performances.

This as far as the change is not severe in comparison to the original performance and can be expected to the guest.

## **13. Liability**

Within the scope of the regular duties of a businessman the agent guarantees the correct description in the offer. The contractual liability is limited to the triple price, as far as the disadvantage is not caused by severe negligence of the agent / owner. Neither the agent nor the owner can be held reliable for disadvantages caused by others, which are not directly connected with the object and the contractual performances. Both also cannot be held reliable for damages or disadvantages to the tenants, which are caused by improper use or use for unintended purpose of the holiday house or its facilities.

## **14. Duty of Cooperation / Guarantee**

Within the scope of legal regulations, in case of eventual disturbance of performances you are obliged to do everything expectable, to support its removal and avoid further damages or keep them small. This especially means, that you are obliged to announce disadvantages immediately on the spot.

If you do not fulfil this obligation by your own guilt, there is no right for claims.

If the performances are not fulfilled corresponding to contract, or if you find disadvantages in the object, you can demand for removal. Therefore please first contact our representative on the place. If you cannot reach him or if he does not remove the disadvantage, immediately contact the agent, so he can take the necessary steps.

Claims because of lack of performances corresponding to contract must be demanded in written at the agent within one month after the contractual end of your rental period. You can only do this later, if you were incapable to keep the time limit without guilt. Condition is, that performances or substitute performances did not fulfil the contract, that you announced the disadvantage immediately and that no acceptable removal was done. If the disadvantages are severely heavy, you can quit the contract. Condition commonly is that you demanded removal within reasonable term at the owner and that this term passed without result. The period of limitation for claims because of unfulfilled performances is 6 month after the end of your rental period.

## **15. Insurance**

The rent price does not include any insurance. We recommend arranging insurance against cancellation of your holiday!

## **16. Prohibition of Transfer to Others**

The right to transfer claims at the agent / owner to others, including marriage partners and relatives, is excluded. Also there is no right of others to judicially assert claims of participants in their own name.

## **17. Further Regulations**

In case single provisions of the contract are inoperative, this does not lead to the whole contract being inoperative. The same is valid for the business terms above.

## **18. Legal Domicile**

Legal domicile is Düsseldorf in Germany

Düsseldorf in May 2003