Aura Mosel

General Terms and Conditions

1. Conclusion of the Contract and Contracting Parties

The contracting parties are the landlord and the guest.

The contract is concluded when the landlord confirms the booking or when the booking is confirmed through a booking platform.

The guest making the booking is liable for all obligations arising from this contract, including those relating to any accompanying persons for whom the booking was made.

If the booking is made by a third party, that party shall be jointly liable with the guest for all obligations arising from the contract.

2. Services

The scope of services under the contract is determined solely by the booking confirmation and the description of the accommodation applicable at the time of booking.

Information and images on the website, online portals or other information materials are for descriptive purposes only and do not constitute a binding offer of services.

3. Prices and Payments

The agreed prices are total prices for the accommodation and include the applicable value added tax (VAT).

The visitor's tax (local tourism levy) is not included in the price and must be paid separately by the guest in accordance with local regulations.

If the guest does not make use of a service agreed under the contract, for whatever reason, the guest is not entitled to a refund or reduction in price.

4. Arrival and Departure

Check-in is available from 3:00 p.m.

The accommodation must be vacated in full by 11:00 a.m. at the latest on the day of departure.

Early check-in or late check-out is possible only by prior arrangement and subject to

availability.

Use of the accommodation beyond the agreed check-out time is not permitted.

The means of access (key or access code) must not be passed on to unauthorised third parties.

The accommodation may be used only by the persons specified in the booking.

5. Payment Terms

Unless otherwise agreed, a prepayment of 100% of the total amount is due at the time of booking.

If the guest defaults on payment, the landlord is entitled to terminate the contract in accordance with statutory provisions.

All prices are stated in euros, include statutory VAT and must be paid in full without deduction.

6. Number of Guests / Changes to the Booking

The accommodation may be occupied only by the number of persons specified in the booking.

A reduction in the number of guests does not automatically result in a reduction of the total price.

Additional guests are permitted only with the landlord's prior agreement and written confirmation. Additional charges may apply depending on the number of guests and nights stayed.

Any changes to the number of guests after booking or after arrival are permitted only following prior consultation with the landlord.

Unused nights may not be transferred to other persons or to different dates.

7. Guest Obligations

The guest is obliged to treat the accommodation and its furnishings and contents with due care.

Any damage or defects must be reported immediately.

The guest is liable for any damage caused by the guest, accompanying persons or visitors.

Blockages or damage resulting from improper use shall be at the expense of the person responsible.

The maximum permitted number of guests must not be exceeded.

The house rules form part of this contract and must be observed by all accompanying persons.

8. Cancellation Policy

Cancellations must be made in writing (e.g. by email or through the booking platform). The relevant date is the date on which the cancellation is received by the landlord.

The following conditions apply:

- Free cancellation is possible up to 48 hours before the agreed check-in time (3:00 p.m. local time on the day of arrival).
- For cancellations made less than 48 hours before check-in, 90% of the agreed total price will be charged.
- In the event of a no-show, 90% of the total price will also be payable.

Early Departure

If the guest departs early, the guest is not entitled to a refund of the proportional rental price. The full agreed total price remains payable.

For bookings made through platforms such as Booking.com, Airbnb or similar booking portals, the terms and conditions stated on those platforms also apply.

9. Landlord's Liability

The landlord's liability is governed by statutory provisions and, to the extent permitted by law, is limited to cases of intent and gross negligence.
The landlord accepts no liability in cases of force majeure.
To the extent permitted by law, the landlord accepts no liability for the loss of or damage to guests' personal belongings brought onto the premises.

10. Smoking and Open Flames

Smoking is prohibited inside the accommodation and is permitted only outside the building.

If the smoking ban is breached (smoking inside the accommodation), an additional special cleaning fee may be charged.

If unauthorised smoking causes a strong lingering odour and the accommodation consequently cannot be rented out temporarily, the guest shall also be liable for the resulting loss of rental income.

Tampering with or covering smoke detectors is strictly prohibited. The guest shall bear the cost of any resulting damage and expenses (e.g. costs arising from a fire brigade call-out), to the extent permitted by law.

Open fires and the lighting of candles or other naked flames are not permitted anywhere inside the accommodation (living areas, hallways or bathrooms). The guest shall be liable for any resulting damage.

11. Dogs

Dogs may be brought along subject to prior consultation. The dog must be able to remain alone in the apartment without making noise.

The guest is fully liable for any damage caused by the animal.

If the accommodation consequently cannot be rented out temporarily, the guest shall also be liable for the resulting loss of rental income.

12. Extraordinary Termination / Good Cause

Either party may terminate the contract without notice for good cause pursuant to Sections 543 and 569 of the German Civil Code (BGB).

In particular, the landlord shall be deemed to have good cause if:

- the accommodation is used in breach of the contract;
- the house rules are seriously or repeatedly violated;
- the proper use of the accommodation is significantly disrupted;
- the accommodation is used for commercial purposes or events without consent.

A prior warning is not required where special circumstances justify immediate termination.

Immediate termination is also possible if the guest remains in default of payment despite having received a reminder.

In the event of justified termination, the landlord may claim damages and loss of profit.

13. Force Majeure

If an event of force majeure significantly impedes or makes performance of the contract impossible, either party may terminate the contract.

Any services already provided will be refunded accordingly.

Flooding

The accommodation is located on the Moselle and, based on experience, is not at risk of flooding.

Nevertheless, if the accommodation is directly affected by flooding in an exceptional and unforeseeable situation, cancellation without charge is possible.

14. Final Provisions

To the extent permitted by law, the place of jurisdiction shall be the landlord's place of business in Duisburg.

German law shall apply.

If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected.