



General terms and conditions

1. Definitions

- 1.1. Upland Parcs rent GmbH is and shall not be a party to the rental agreement for holiday accommodations, which may be concluded between a landlord and a visitor to the website.
- 1.2. Tenant: A natural or legal person who concludes a booking agreement for accommodation with the landlord. The tenant is legally authorized to enter into contractual obligations and has the required permission to act on behalf of the co-tenants.
- 1.3. Co-tenant: The person who stays in the accommodation together with the tenant.
- 1.4. Landlord: The natural or legal person who rents the accommodation to the tenant.
- 1.5. Accommodation: The accommodation temporarily rented by the tenant from the landlord. The property and any outbuildings are also included.
- 1.6. Booking(s): The booking/reservation of an accommodation.
- 1.7. Booking Agreement: The agreement between the landlord and the tenant that governs the rental of the accommodation. The booking agreement includes, but is not limited to, information about the accommodation, the landlord, prices, additional and other conditions, rules, and restrictions for the accommodation.
- 1.8. UplandParcs: Trade name of Upland Parcs rent GmbH with its registered office at Waldecker Str. 17, 34508 Willingen, Germany.

2. Applicability of the General Terms and Conditions

- 2.1. These General Terms and Conditions apply to the booking agreement, as well as to all bookings, offers, correspondence, and agreements with and services provided by UplandParcs rent and the landlord, unless the parties expressly agree otherwise.
- 2.2. In case of different conditions, rules, and restrictions applicable to the accommodation and set by the landlord, these shall take precedence over these General Terms and Conditions, if they differ. Payment instructions on the confirmation from UplandParcs must always be followed.
- 2.3. By concluding a booking agreement, the tenant agrees to the General Terms and Conditions and any additional and differing conditions, rules, and restrictions applicable to the accommodation.
- 2.4. It is the responsibility of the tenant to familiarize themselves and their co-tenants with the General Terms and Conditions and any additional or differing conditions, rules, and restrictions applicable to the accommodation.
- 2.5. The General Terms and Conditions will be sent to the tenant by UplandParcs, if possible, before or at the time of conclusion of the booking agreement.
- 2.6. Additional or deviating conditions for the accommodation will be sent to the tenant by UplandParcs rent on behalf of the landlord before or at the conclusion of the booking agreement.
- 2.7. UplandParcs may change these General Terms and Conditions at any time without prior notice; such changes will not apply to already agreed booking contracts. In cases where

continuation of the old General Terms is legally impossible or unreasonable, the changes also apply to previously concluded agreements.

3. The Booking Agreement

- 3.1. UplandParcs acts as an intermediary in the formation of the booking agreement.
- 3.2. The booking agreement is concluded between the landlord and the tenant.
- 3.3. The booking agreement is established by the tenant's booking on the one hand and confirmation by UplandParcs on the other. A confirmation is sent by UplandParcs as soon as availability is confirmed. Any indicated timeframe for sending the confirmation is indicative and non-binding.
- 3.4. UplandParcs uses the information provided by the landlord to confirm a booking. This is done via email and WhatsApp.
- 3.5. The booking confirmation includes, but is not limited to, the following information: names and birth dates of the tenant and co-tenants, details about the accommodation, and price and payment information.
- 3.6. If the confirmation contains any inaccuracies, the tenant must notify UplandParcs within two working days after the reservation.
- 3.7. UplandParcs assumes no liability if a confirmation is incorrect or incomplete due to inaccurate or incomplete information provided by the tenant.
- 3.8. UplandParcs reserves the right to reject a booking on behalf of the landlord for any reason. UplandParcs is not required to give a reason for rejecting a booking.
- 3.9. UplandParcs may impose additional conditions on a booking on behalf of the landlord, including but not limited to payment of a (higher) deposit.
- 3.10. If the tenant or one or more co-tenants are unable to participate, they may be replaced by others. The replacement must be communicated in writing and in good time by the tenant to UplandParcs. All previously agreed terms and conditions remain in full force.
- 3.11. All offers are non-binding and may be revoked by UplandParcs and/or the landlord.

4. Cancellation

- 4.1. In accordance with Section 312g (2) No. 9 of the German Civil Code (BGB), bookings with/through UplandParcs are excluded from the statutory right of withdrawal and therefore do not qualify for a 14-day cancellation period.
- 4.2. The tenant is entitled to cancel a booking subject to the following cancellation fees: - Up to 5 weeks before arrival: 30% of the total amount. - 4 weeks before arrival: 60% of the total amount. - 2 days before arrival: 90% of the total amount. - 1 day before or on the day of arrival: 100% of the total amount.
- 4.3. The cancellation of a booking by the tenant also applies to all co-tenants.
- 4.4. A request to cancel the booking agreement must be submitted in writing to UplandParcs and include payment details (IBAN and account holder name).
- 4.5. Cancellation fees are first deducted from any amount already paid. If the amount is insufficient, the tenant must pay the outstanding amount as specified in Article 5. UplandParcs or the landlord will refund any excess payments within 14 days to the bank account specified in the cancellation request.

5. Rent and Payment

- 5.1. The landlord may authorize UplandParcs to collect rent and/or cancellation fees on their behalf.
- 5.2. The rent includes: the cost of accommodation rental, VAT, booking fee, tourist tax, deposit,

and any additional charges for services such as final cleaning, bed linen, and parking. Travel insurance, luggage insurance, and cancellation insurance are not included and must be arranged by the tenant, if desired.

5.3. The tenant must pay 30% of the rent within eight calendar days after the date of booking confirmation to the bank account specified in the confirmation.

5.4. The remaining balance must be paid no later than four weeks before the start of the rental period to the bank account specified in the confirmation.

5.5. For bookings made within four weeks of the rental period, the full rental amount must be paid within five days of the booking date.

5.6. For bookings made within ten calendar days of the rental period, the full rental amount must be paid via bank transfer. Payment must be received at least three days before the start of the rental period.

5.7. For bookings made within three calendar days of the rental period, an alternative payment method such as credit card may be agreed upon. Additional fees may apply.

5.8. Cancellation fees must be paid within 14 days of submitting the cancellation request to the bank account specified in the confirmation.

5.9. If the tenant fails to meet payment obligations on time, UplandParcs or the landlord will declare the tenant in default. If payment is not made within 14 days, legal interest will be applied to the outstanding amount. UplandParcs or the landlord may also charge collection fees: 15% of amounts up to €2,500, 10% of the next €2,500, and 5% for any remaining amount, with a minimum of €40.

5.10. Once in default, UplandParcs and the landlord have the right to cancel the booking agreement. The tenant then owes the cancellation fees specified in Article 4.2, and access to the accommodation will be denied.

5.11. The landlord's legal and collection costs incurred for unpaid amounts will be borne by the tenant.

5.12. Different payment terms may apply to bookings made through third parties and take precedence over those stated in these conditions.

6. Defects, Complaints, and Liability

6.1. The tenant has 24 hours after arrival to report any existing defects to UplandParcs, the landlord, or a designated caretaker. After this period, the landlord may assume the tenant is responsible and may hold them liable under Article 6.2.

6.2. The tenant is liable to the landlord for all loss and/or damage caused during the rental period by the tenant, co-tenants, third parties, animals, or belongings brought into the property.

6.3. The landlord is not liable for disruption or failure of internet or TV connections.

6.4. The tenant is fully liable for damages (including fines) caused by illegal downloading or file sharing over the internet. UplandParcs warns that enforcement in this area is strict and violations may result in substantial fines.

6.5. If a defect affects the enjoyment of the rental and is not attributable to the tenant, the landlord is obligated to rectify the defect. The complaint must be reported to the landlord first, who must be given the opportunity to resolve it.

6.6. If the complaint is not satisfactorily resolved, it must be submitted to UplandParcs as soon as possible, no later than 30 days after departure.

6.7. The landlord's liability is limited to the rental amount.

6.8. UplandParcs is not liable for any damages or defects of the landlord. If UplandParcs is found liable for any reason, this liability is limited to the rental amount.

7. Termination of the Booking Agreement

7.1. The landlord is entitled to immediately terminate the booking agreement in writing or by email and require the tenant to vacate the accommodation if the tenant seriously neglects their duty of care, accommodates more or different persons and/or pets than agreed, causes damage to the property and/or furnishings, causes a disturbance, or otherwise fails to meet their obligations as a good tenant. In such cases, the tenant is not entitled to any refund and is liable for damages incurred by the landlord.

7.2. If the landlord is unable to provide the accommodation due to circumstances beyond their control, they may cancel the booking agreement. In this case, the tenant will receive a refund for the unused portion of the stay but is not entitled to compensation. The landlord will attempt to offer a comparable alternative accommodation for the same or another period.

8. Final Provisions

8.1. The tenant guarantees that the information provided about themselves and any co-tenants is accurate.

8.2. The main tenant is responsible for all co-tenants.

8.3. Subletting or transferring the accommodation to third parties is not permitted.

8.4. The tenant must allow the landlord and/or authorized personnel access to the accommodation to remedy urgent issues.

8.5. Obvious errors or mistakes in publications are not binding for UplandParcs or the landlord.

8.6. UplandParcs and the landlord are not responsible for general information in photos, brochures, advertisements, websites, or other media published under third-party responsibility.

8.7. These General Terms and Conditions, the booking agreement, and all associated contracts and services are governed solely by German law, unless otherwise required by law.

ANNEX 1: HOUSE RULES

General House Rules, Arrival and Departure

Unless otherwise stated, the following house rules apply to all accommodations:

B1.1. Pets are not allowed unless explicitly stated on the website and in the booking confirmation. Unauthorized pets may result in denial of access or contract termination.

B1.2. Smoking is not permitted inside the accommodation.

B1.3. Deep frying, fondue, raclette, and stone grilling are not allowed inside the accommodation.

B1.4. Skis and ski boots must be stored in designated areas.

B1.5. Bed linen must be used at all times; sleeping without sheets is not allowed.

B1.6. Lighting fireworks inside the accommodation is prohibited.

B1.7. Parking is only allowed in designated areas.

The accommodation must be left in the following condition at departure:

B1.8. The kitchen must be clean; all appliances must be cleaned and tidied.

B1.9. The accommodation must be left "broom clean."

B1.10. Bed linen must be removed from the beds.

B1.11. The heating must be set to the specified level as outlined in the property description.

B1.12. All waste must be properly disposed of.

B1.13. All windows must be closed and all exterior doors locked. Failure to comply may result in additional cleaning charges.

B1.14. If different house rules are established by the landlord, they take precedence over these standard rules.

B1.15. Unless otherwise stated, check-in time is from 3:00 PM and check-out time is by 10:00 AM on the day of departure.

Data privacy

This privacy policy was created to clarify that EveryOffice, as the operator of this site, takes the protection of your personal data very seriously. EveryOffice treats your personal data confidentially and in accordance with statutory data protection regulations as well as this privacy policy.

Please read our privacy policy carefully to gain a clear understanding of how we collect, use, protect, and legally handle your personal data on our website.

What personal data is stored on our website?

If you fill out our contact form, your details, including the contact information you provide, will be stored by us for the purpose of processing your inquiry and in case of follow-up questions. We do not share your personal data without your consent.

When do we collect information?

We collect information when you send us an inquiry, such as when subscribing to our newsletter, using our live chat service, or registering on our website.

How do we use your information?

We may use the personal information we collect from you when you send us an inquiry, subscribe to our newsletter, respond to a survey or marketing communication, or visit our website, for the following purposes:

- To improve and personalize your experience on our website
- To respond more effectively to your inquiries

We store your email address for the following purposes:

- To send information, respond to inquiries and/or questions
- To send additional information about our products and/or services when requested

How do we protect your personal information?

Your personal data is stored in secured networks and is only accessible by a limited number of persons who have special access rights and are required to keep the information confidential.

Disclosure to third parties

We do not sell, trade, or otherwise transfer your personal data to third parties unless we inform you in advance. This does not include website hosting partners and other parties who assist us in operating our website and business, as long as those parties agree to keep this information confidential.

We may release your information when we believe it is appropriate to comply with the law, enforce our website policies, or protect our or others' rights, property, or safety.

Third-party links

Our website does not include or offer third-party products or services.

Questions

If you have any questions regarding our privacy policy, please contact us by phone or via the contact form.

YouTube

Our website uses YouTube LLC, 901 Cherry Avenue, San Bruno, CA 94066, USA, represented by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, to embed videos.

Usually, when visiting a page with embedded videos, your IP address is transmitted to YouTube and cookies are installed on your device. However, we have embedded our YouTube videos using the enhanced privacy mode. According to Google's privacy policy, no personal data is evaluated in this mode. YouTube still connects to Google's DoubleClick service, but does not store personal data unless you watch the video.

If you click to play a video, your IP address will be sent to YouTube and YouTube will know that you viewed the video. If you're logged into YouTube, this information will be associated with your user account (you can prevent this by logging out before playing the video).

We have no knowledge of or influence on the possible data collection and use by YouTube. For more information, please read YouTube's privacy policy at www.google.com/policies/privacy/.