



Dear client,
the following conditions, as far as bindingly incorporated into the contract, will become content of the mediation contract between us, i.e. CC-Villas GbR, Mendener Straße 63, D-53757 Sankt Augustin (abbreviated in the following as "CC-Villas") and you in case you book. Please read them carefully. This translation is meant to be helpful for your understanding – in the end the legally binding one will be the original German version to find under:
www.cc-villas.com/ferienhaus/vermittlungsbedingungen.htm

Please click [here](#), if you want to go directly to **number 16** Format of Booking.

Booking Conditions

1. Position and action of CC-Villas, applicable law

- 1.1 CC-Villas offers in its website the mediation of third person action, i.e. contracting with the owner. This means CC-Villas holds only the position of an agent between the client and the owner/landlord/agency unless the law, in particular § 651a para 2 BGB calls for a different regulation.
- 1.2 Rights and obligations of CC-Villas follow these Booking Conditions, possible additional contractual agreements, or in doubt following §§ 675, 631 ff BGB
- 1.3 For the rights and obligations of the clients towards the contractual partner of the action mediated only the legal regulations binding the contractual partner and the agreements made with him are applicable.
- 1.4 As far as the following terms contain regulations for the period of your holiday as well as rights and obligations of clients and owner, these agreements will be made by CC-Villas as agent and in the name and authority of the owner.

2. Contracting

- 2.1 By sending of the online-booking format the client bindingly offers the respective owner/landlord, CC-Villas acting as his agent, the conclusion of the contract based on the property description in internet, all additional information on the property and the location, the house rules (as far as they exist), **General Description of Service** and of these Booking Conditions.
- 2.2 In the Booking Format all guests must be named (including children, toddlers and eventual over-night visitors).
- 2.3 The contract will only and exclusively materialize with the booking confirmation and invoice sent by CC-Villas in the name and authority of the owner.
- 2.4 The client making the booking will be kept responsible for all obligations of participants listed in the contract once he has accepted this obligation through explicit and specific declaration.

3. Action/obligation of the owner

- 3.1. The contractual obligations of the owner/landlord consist in letting the booked property as described in the offer/internet, any additional property description and possible restriction or additional information in the contract itself.
- 3.2. The obligations of the owner/landlord do not comprise any circumstance that are not in direct connection with the property and the contractual obligations, in particular with regard to the environment of the property, local and beach situation of the holiday place, unless there are no specific duties of the owner for such information or duty of care which he would have culpably neglected.

4. Payment

- 4.1. With regard to down payment, balance and withdrawal costs CC-Villas acts as the owner's/landlord's collection agent
- 4.2. With the conclusion of the contract (arrival of the booking confirmation) a down payment is due. Unless in the individual case anything else should be noted in the booking confirmation this down payment amounts to 30% of the total price and has to be credited to CC-Villas bank

account within 2 days by credit card payment. The down payment will be set off against the total price.

- 4.3. For the down payment and the evidence it has been made the following applies:
The down payment has to be made by credit card (Visa or Master).
You mail us (SSL encrypted) your credit card data within 2 days after arrival of our e-mail with the booking confirmation. We will then immediately debit your account accordingly and will inform (e-mail) you about the successful debiting of your credit card.
You will be given the path for the relevant form for credit card payments with our booking confirmation. Please keep in mind the leader of the party (the one who has booked) must always be the credit card holder.
- 4.4. In case there are less than 66 days between the arrival of the email with the booking confirmation at yours and the beginning of the rental period, payment of the total price has to be made according to tick 2.5 without prior down payment. The regulations for the evidence of payments made (see tick 2.3) are applied accordingly.
- 4.5. The balance has to be credited to CC-Villas' bank account (and you have in hand the security voucher) latest 66 days before the beginning of the rental period.
- In case of credit card payment we will debit your account once the payment is due.
- 4.6. In case the down payment and/or balance payment do not arrive at CC-Villas within the fixed time frame or we were unable to debit your account in case of credit card payment, CC-Villas is authorized, after demand for payment and fixed extension, to withdraw from the contract and claim the costs for withdrawal from contract estimated at a flat rate as stated in tick 4 of these Booking Conditions in **the name and on behalf of the owner/landlord**.
- 4.7. Payments, including those from countries other than Germany, have to be made exclusively in EURO and in a way that they will be credited to CC-Villas' bank account in time and without any bank fees or expenses.
- 4.8. As long as owner/landlord is ready and capable to orderly meet his contractual obligations and as long as there is no legal right for the client to retain something, there is no claim to use the property and enjoy the contractual services without full prior payment.
- 4.9. Once full payment has been made you will get the travel documents for the property.

5. Client withdraws from contract

- 5.1. It has to be pointed out that in case of mediated rental contracts with private owners there is no legal right to withdraw from contract. CC-Villas does however allow such a right of withdrawal for contracts mediated by her in name of the owner. In this case a withdrawal should be made in written form and is to be addressed to CC-Villas.
- 5.2. The owner/landlord, CC-Villas acting as his collection agent, are authorized to claim (as far as in the individual case the owner/landlord does not claim individual withdrawal flat rates and has noted them explicitly in the property description) the following flat rate withdrawal costs the amount of which reflect spared spending and possible new rental of the property. You are free to prove to the owner that he has had no or clearly less spending than he claims.
The flat rates are from the total price:
 - a) until 61st day: 30%
 - b) from 60th to 46th day: 50%
 - c) from 45th to 26th day: 70%
 - d) from 25th day to beginning of the rental period 90%
- 5.3. In any case of withdrawal you are authorized within the regulations of the booking contract to offer one or more replacement travellers which would take over the contract concluded with you with all rights and obligations. The owner/landlord, with CC-Villas acting as his agent, can refuse the replacement person/s in case he does not meet the special requirements of the contract or his taking over of the contract would be ruled out by legal or administrative regulations.
- 5.4. It is hereby strongly recommended to take out insurance for travel cancellation.
- 5.5. We strongly recommend to check your abroad health insurance.

6. Security deposit

- 6.1. If not stated differently in the property description or the booking confirmation, a security deposit will fall due for payment upon your arrival at your holiday home; for the amount of the deposit please see property description. This deposit secures the owner's claims for extra costs and damages. Additional costs and costs for extra services, however, will not be set off against the deposit, but have to be paid upon arrival or have to be settled immediately after the

services have been granted.

- 6.2. The deposit has to be handed over at arrival/handling over of keys in cash (EURO) and will be handed back to you (eventual costs or damages deducted) once you leave the property and a check has been made (for which you should calculate adequate time before departure) unless a different mode has been agreed upon.
 - 6.3. In case an immediate restitution of the deposit in place should not be possible, specifically so upon the handing back of the property, the deposit will be transferred back to you immediately after your return, sums for possible costs and damages deducted.
 - 6.4. Should the amount of costs/damages exceed the deposit the owner/landlord is authorized to claim the difference from you.
 - 6.5. You explicitly retain the right to protest against withhold of the deposit made in place by the owner/representative as well as against other additional costs claimed for.
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7. Withdrawal by the owner

- 7.1. In case the fulfilment/realization of the contract is severely hampered, at risk or disturbed by force majeure not foreseeable at the time of conclusion of contract, the client as well as the owner/landlord, represented by CC-Villas, can withdraw from contract. For this case it is agreed to apply the relative regulations of § 651 j para 1 and 2 BGB (German Civil Code) including those regulations referred to there.
The respective right to cancel because of Force Majeure refers exclusively to facts closely linked to the letting of the holiday domicile according to contract or its immediate neighborhood (forest fire in close vicinity, roadblocks, blocks because of epidemics or environmental incidents) in the sense of a grave restriction, endangering or disturbance of the sojourn. To that effect impediments concerning the arrival journey, particularly in case of air transfer, do not justify cancellation of the contract with the landlord.
 - 7.2. The owner/landlord, his local representative or CC-Villas acting for them can hand in his notice after the rental period has started, should you and/or members of your travelling party, despite our warning, severely hamper the fulfilment of the contract, or should you and/or the members of your travelling party act contrary to the contract in a way which would justify an immediate cancellation of the contract. This particularly applies in case of a deliberate or grossly negligent damage to the property or its inventory. In case the contract is cancelled the owner/landlord retains the right to claim the total rental price; we would have to accept, however, the deduction for spending saved as well as those incomes through different letting of the property including the eventual sums handed to us by the owner.
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8. Services not enjoyed

Should you not or not fully enjoy contractual performances, in particular because of late arrival and/or earlier departure caused by illness or other reasons we are not responsible for, you do not have any claims for proportional reimbursement. The owner/landlord will, however, reimburse you the amount he might get through another letting of the property.

9. Border Crossing regulations

CC-Villas, despite there is no specific obligation to provide this, will offer information in this regard based on documents open to everyone and information given by the owner, starting from the assumption the client is German citizen; for travelling to Italy a regular ID-card is sufficient.

Information on regulations for non German clients are available at their home country's Embassy or any Italian consulate.

10. Specific Client's Obligations

- 10.1. The property rented by contract must only and exclusively be used by the persons stated in the contract. In case of an excess in number we are entitled to claim an adequate additional payment for the period of excess and the additional persons have to leave the property immediately.
- 10.2. It is not allowed to put up tents or park campers etc. on the property. You oblige yourself, also for all travelling partners, to treat the property with care and inform us as soon as possible about all damages and defects during the rental period.
- 10.3. You are kept responsible for restitution of the property orderly and tidy. Should this not be the case the owner/landlord is authorized to deduct additional costs for the final cleaning from the deposit.

- 10.4. You are furthermore obliged, in case of possible malfunctions, to co-operate in any reasonable way to overcome the problem and keep eventual damages as low as possible.
 - 10.5. As a matter of principle you are not authorized to adjust on your own technical installations (air conditioning, pool heating, pool pump, sprinkler system) or to interfere with their functioning in any way.
 - 10.6. Pets are only admitted if so stated in the property description; in any case this needs written confirmation from CC-Villas. Number, race and size must be stated with the booking. Pets must not constitute a danger for others or disturb possible other guests. In no case pets are allowed in the pool. Should other guests use the pool as well pets are not allowed at the pool. Sofas (sitting furniture) and beds (sleeping rooms) are an absolute off-limits for pets.
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11. Client's obligations towards CC-Villas and owner/landlord

- 11.1. Shortcomes of CC-Villas' mediation have to be reported to her immediately and she has to be given opportunity for remedy. In case this report culpably is not made any claim of the client resulting from the contract is excluded.
 - 11.2. Defects of the property itself have to be reported in place to the owner/landlord immediately. In lack of this defect report of the client claims will only then retain validity against the owner/landlord in cases where the non-reporting was not through his fault.
 - 11.3. In order not to get in trouble with the evidence of your responsibility/non-responsibility in case of damages at the property or its inventory, we strongly recommend you inform us as well and immediately should you find such damages when taking over the property or later and these damages have not been caused by you or would not bother you personally.
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12. Arrival/ Departure

- 12.1. Arrival/departure day is Saturday (unless another day is stated explicitly in the house description). Outside the season different week days can be agreed upon with some owners.
 - 12.2. Arrival time is between 16.00 and 19.00. From 16.00 onwards you are entitled to use the house, but not earlier. For the hand-over of the property the owner/landlord or his representative is at your disposal until 19.00. After 19.00 it cannot be ensured that the property can be handed over to you. There is no right to a hand-over of the property after 19.00. Possible overnight costs would be at your own expenses.
 - 12.3. Upon your arrival passports/ID cards of all travellers have to be shown to the owner / landlord or his representative.
 - 12.4. Departure time is from 08.00 to 10.00, i.e. the property is at your disposal on departure day only until 10.00.
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13. Limitation of liability

- 13.1. The contractual liability of CC-Villas as agent in the contract for any damages the client would suffer, physical damages excluded, are limited to the triple value of the performance mediated, unless this damage would have been caused by CC-Villas deliberately or by gross negligence or CC-Villas would be responsible just for fault of one of her accomplice.
 - 13.2. The owner/landlord cannot be kept responsible for third party disturbs not in direct connection with the property and the contractual obligations as well as for damages you or your party would suffer resulting from a non-conforming usage of the property and its inventory, unless evidence could be made he had culpably neglected his duty of information or care.
 - 13.3. The client can only take proceedings against CC-Villas exclusively at her seat.
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14. Other

- 14.1. Any claim from the contract towards CC-Villas regardless where they result from must be declared to CC-Villas within one month after the contractually fixed last day of the rental period. Thereafter claims will only then retain validity in case the client is not culpable for not having made the declaration within the stipulated time frame.
 - 14.2. Claims towards CC-Villas from the contract, unless referred to illegal action, come under the statute of limitation after one year. This limitation begins with the end of the year in which the claim came into existence and the client as contractual party got knowledge or could have got knowledge if not grossly negligent of the circumstances creating claims towards C-Villas.
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15 Choice of Law and Jurisdiction

- 15.1 For the entire legal and contractual relation between the client and CC-Villas with regard to CC-Villa's mediation effort only German law will be applicable.
- 15.2 The client may take CC-Villas to court with claims based on contract or law in general stemming from the mediation rapport and/or mediation contract only at her seat.
- 15.3 For lawsuit from CC-Villas towards the client stemming from the mediation contract the client's domicile is authoritative. For lawsuit stemming from the mediation rapport and mediation contract directed from CC-Villas towards clients who are full merchants, juristic persons of administrative or civil right or persons who have their domicile abroad or stay abroad in general or whose domicile or general stay is unknown at the time of the institution of legal proceedings the seat of CC-Villas is agreed to be the place of jurisdiction.
- 15.4 The regulations mentioned before are not applicable
- a) in case and as far international agreements or European regulations that are applicable on the mediation contract between CC-Villas and the client and which cannot be overruled by the contract would differ in a way favorable for the client or
 - b) in case and as far as regulations of the client's EU member state, applicable to and stringent for the mediation contract, would be favorable for the client in comparison with the before mentioned or the German regulations in regard.

[Print the Booking Conditions](#)

[PDF of Booking Conditions](#)

16. I hereby declare that I agree with the Booking Conditions

(Please click here to open the Format of Booking)

