

# General Terms and Conditions (AGB)

## Vermietungsagentur Hohenlohe

Vermietungsagentur Hohenlohe works exclusively on behalf of the owners of the holiday properties and therefore on behalf of third parties. Claims for damages from the rental relationship against the agency are excluded. Any claims within the meaning of the travel contract law are to be made to the owner.

### §1 Conclusion of a guest accommodation contract

The guest accommodation contract is concluded as soon as the holiday property has been ordered and confirmed or, if a confirmation was no longer possible due to time constraints, has been made available. The conclusion of the guest accommodation contract obliges the contracting parties to fulfil the contract, regardless of the duration of the contract. If the guest does not make use of the contractual services, he/she is obliged to pay the agreed or customary price, less the expenses saved by the landlord (e.g. final cleaning etc.). The Landlord is held in good faith to assign unused holiday properties to other parties if possible in order to avoid losses. Until such time as the holiday property is otherwise assigned, the guest shall pay the calculated amount for the duration of the contract.

### §2 Number of persons

The holiday home may only be occupied by the number of people agreed in advance. Any deviation must be agreed with the Hohenlohe letting agency and is usually subject to a charge. The minimum rental period of three nights also applies to persons who are not guests for the entire period.

### §3 Arrival / Departure

The holiday home is available from 15.00 hrs. Departure must be no later than 10 am. An overrun of the departure time of more than 30 minutes will result in the calculation of an additional overnight stay. Other arrival and departure times can be requested from the agency in exceptional cases. If the tenant does not appear by 10 p.m. on the day of arrival, the contract is considered terminated after a period of 48 hours without notification to the landlord. The landlord or his representative can then freely dispose of the property. A (pro-rata) repayment of the rent due to premature departure will not be made. Arrival and departure day are considered as one day.

### §4 Admission to the accommodation

The key is located in a key box at the entrance. The PIN will be sent by mail 3 days before arrival. The PIN box does not open automatically after entering the code, but must be opened mechanically by push button. On departure, the key must be returned to the box with a known PIN. The tenant is liable in case of loss of the key, because he is obliged to hand over the holiday property including the key after termination of the tenancy.

### §5 Payment

The rental agreement receives its validity. The deposit of 30% of the rental amount must be paid within seven days. due for payment after receipt of the booking documents. After the down payment has been made 30 days before the start of the journey the payment of the remaining amount is due. If the payment deadline is not observed, the lessor may withdraw from the contract. The non-payment is considered as withdrawal and entitles to new rentals.

Additional costs for water, electricity, heating, car parking space, waste are not charged.  
A confirmation of receipt of payment by the agency does not take place. The agency will only be informed by the owner if no corresponding instalment has been received. Then the agency will take the liberty of reminding you of the payment.

#### §6 Withdrawal

If a binding accommodation contract has been concluded, the following applies: Booked is booked. None of the contracting parties can unilaterally withdraw from the concluded contract, regardless of the reasons for cancellation (exception: force majeure). Bad weather and illness do not justify withdrawal from the contract. Therefore we recommend the conclusion of a travel cancellation insurance

We offer our guests the following voluntary cancellation policy:  
Cancellation more than 90 days before arrival - 30% of the rental amount  
Cancellation 60-90 days before arrival - 50% of the rental amount  
Cancellation 30-60 days before arrival - 70% of the rental amount  
Cancellation 15-30 days before arrival - 90% of the rental amount  
Later than 15 days before arrival the total rent is to be paid  
plus 50 Euro administration fee for each cancellation

#### §7 Contract amendments and rebooking

For each subsequent change of contract we charge EUR 20.00 handling fee. It should be noted that a rebooking by the renter can lead to a different total price, if different prices apply for the new (rebooking) period.

#### §8 Obligations of the tenant

The tenant undertakes to treat the rented property (holiday home, inventory and outdoor facilities) with care. If damage to the holiday home and/or its inventory occurs during the rental period, the tenant is obliged to report this to the agency immediately.

Defects and damage already noticed on arrival must be reported to the agency immediately, otherwise the tenant is liable for this damage. A reasonable period of time must be allowed for the removal of damage and defects. Claims arising from complaints that are not reported immediately on site are excluded. Complaints that are only received by the agency at the end of the stay or after leaving the holiday property are also excluded from compensation. In the event of any disruptions to services, the tenant is obliged to do everything reasonable within the framework of his legal obligation to contribute to the rectification of the disruption and to keep any damage caused to a minimum. The house is to be kept clean by the tenant during the holiday stay and is to be returned in the condition in which it was taken over. The house is to be left in a tidy condition. An obligatory final cleaning is carried out. The cleaning of the kitchen appliances is not included in the final cleaning. On the day of departure, the tenant must remove personal belongings and dispose of household waste in the designated containers, this includes the removal of glass bottles & paper. The dishes are to be stored clean and washed in the kitchen cupboards. The dishwasher must be cleared out and displayed. The registration form for accommodation establishments displayed in the holiday property must be filled in completely and signed by the guest.

## §9 Equipment

Bed linen and hand or bath towels are not included in the rental price, but can be rented for a fee. These are ordered directly with the booking, but at least four weeks before arrival. Sleeping in the beds without bed linen is not allowed. Additional costs will be charged. Baby cots and high chairs can be ordered in advance - subject to availability. Again, a lead time of at least one week is required. Further equipment details of the holiday property can be found on the homepage.

For technical reasons, it is not permitted to charge electric vehicles via the holiday home's power supply. This is not designed for this purpose and this can lead to fires.

## §10 Pets

Pets may only be brought along in the number stated in advance and only in agreement with the rental agency and for a fee. Out of consideration for subsequent guests, dogs are not allowed in bed, on the sofa or on the armchair. The dog excrement in the garden and around the holiday property is to be collected. We ask you to vacuum before your departure to remove the animal hair. Any additional cleaning costs incurred as a result of this will be invoiced subsequently.

## §11 Data protection

The tenant agrees that within the framework of the contract concluded with him contract necessary data about his person stored, changed and/or deleted will be. All personal data will be treated absolutely confidential.

## §12 Liability

The invitation to tender has been drawn up to the best of our knowledge. For an influence on the the rented property due to force majeure, power and water failures customary in the country and storm is not liable. Likewise, no liability is accepted in the event of unforeseeable or unavoidable circumstances such as official orders, sudden construction site or for disturbances caused by natural and local events. However, the agency is happy to be at help to resolve the problems (as far as possible). The arrival and departure of the tenant is at his own responsibility and liability. The owner is not liable for personal items in case of theft or fire. The tenant is fully liable for wilful destruction or damage.

## §13 Final provisions

Photos and text on the website or in the flyer serve as realistic descriptions. The 100 percent conformity with the rental object cannot be guaranteed. The owner reserves the right to make changes to the equipment (e.g. furniture), provided they are equivalent. Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes closest to the economic and legal intent of the contracting parties. German law applies. Place of jurisdiction and place of performance is the place of residence of the owner.

These General Terms and Conditions (AGB) are part of the rental contract and are accepted with the down payment and are legally valid even without signature.

September 1st, 2020