

General rental terms and conditions for the Hube rental property

1. Preliminary remarks

The General Rental Terms and Conditions described here for the rental property described on the website www.hube.at are bindingly recognised by the tenant upon payment of the deposit. A rental agreement is concluded upon payment of the deposit. The down payment is made on the basis of the booking confirmation/invoice. The rental property is rented to the tenant for the rental period stated on the invoice exclusively for holiday use and may only be occupied by the maximum number of persons stated on the invoice.

2. Rental price and additional costs

The agreed rental price includes the local tax to be paid to the municipality. Final cleaning, bed linen and towels (no bath towels) as well as additional costs (e.g. for electricity, heating, water) are not included in the rental price and are invoiced and listed separately in the form of a flat rate per stay.

Rental price and final cleaning are due:

- When booking: 50% of the accommodation costs with invoice
- Up to 14 days before arrival: Final payment with lump sum

3. Rental period

On the day of arrival, the landlord shall make the rented property available to the tenant from 16:00. Should the arrival take place after 18:00, the tenant should inform the landlord accordingly. On the day of departure, the tenant shall vacate the rented property and hand it over to the landlord in a swept clean condition by 10.00 a.m. at the latest.

4. Cancellation by the tenant

The tenant may cancel the booking before the start of the rental period by giving written notice to the landlord. The date of receipt of the cancellation notice by the lessor shall be decisive. If the tenant cancels the booking, the tenant must pay a flat-rate compensation in accordance with the following regulation:

- Cancellation up to 30 days before the start of the rental period: 0% of the rental price
- Cancellation up to 14 days before the start of the rental period: 50% of the rental price
- Cancellation after 14 days before the start of the rental period: 100% of the rental price

5. Cancellation by the landlord

The landlord may terminate the tenancy before or after the start of the rental period without notice if the tenant fails to make the agreed payments (down payment, final payment and deposit) on time despite a prior reminder or otherwise behaves in such a way that the landlord cannot reasonably be expected to continue the tenancy. In this case, the landlord can demand compensation from the tenant for the expenses incurred up to the cancellation and the loss of profit.

6. Cancellation of the tenancy due to exceptional circumstances

The tenancy may be terminated by either party if the fulfilment of the tenancy is significantly impeded, jeopardised or impaired as a result of unforeseeable force majeure. Both contracting parties shall be released from their contractual obligations. However, they must reimburse the other party for services already rendered.

7. Obligations of the tenant

The tenant undertakes to treat the rented property and its inventory with all due care. The tenant is liable to pay compensation for culpable damage to furnishings, rented rooms or the building as well as the facilities belonging to the rented rooms or the building if and to the extent that it has been culpably caused by him or his accompanying persons or visitors.

The tenant must notify the landlord immediately of any damage occurring in the rented premises, unless he is obliged to remedy the damage himself. The tenant shall be liable to pay compensation for any consequential damage caused by failure to notify the landlord in good time.

Waste, ashes, harmful liquids, solid materials (e.g. sanitary products, condoms) and similar items may not be thrown or poured into sinks, sinks and toilets. If blockages occur in the waste water pipes or the waste water pump is damaged due to non-compliance with these regulations, the person responsible shall bear the costs of repair.

The tenant must hand over the rented property in a swept clean condition. Additional costs for cleaning due to increased soiling of the rented property shall be borne by the tenant.

In the event of any faults occurring in the systems and facilities of the rented property, the tenant is obliged to do everything reasonable to help rectify the fault or minimise any damage that may arise. The tenant is obliged to inform the landlord immediately of any defects in the rented property. If the tenant fails to do so, he shall not be entitled to any claims for non-fulfilment of the contractual services (in particular no claims for rent reduction).

8. Liability of the landlord

The landlord is liable for the accuracy of the description of the rental property and is obliged to provide the agreed services properly and to maintain them throughout the rental period. The landlord is not liable in accordance with § 536a BGB. The liability of the landlord for property damage arising from unauthorised acts is excluded, unless they are based on an intentional or grossly negligent breach of duty by the landlord or his vicarious agents. The landlord is not liable in cases of force majeure (e.g. fire, flood, storm, etc.).

9. Animal husbandry

Animals may not be kept in the house or on the entire premises, not even for a limited period of time and not even by visitors of the tenant.

10. Smoking

Smoking is not permitted in the house.

11. Dealing with fire

In general, the tenant has an increased duty of care when handling fire. Open fires may only be lit in the combustion chamber of the fireplace and outdoors in and around the fire bowl.

As the property includes wooded areas, the use of fire on the property is regulated by law. Accordingly, lighting or keeping a fire or handling burning or smouldering objects and smoking are not permitted in the forest or at a distance of less than 50 metres from the edge of the forest. In the case of forest fire levels 4 and 5, this ban applies to the entire property. The tenant undertakes to inform himself about the current forest fire levels.

12. Choice of law and place of jurisdiction

German law shall apply. The place of jurisdiction is Munich.