

General Terms and Conditions Holiday house Wellnest-Leutasch



The following is an English translation of the original version of our AGB (“Allgemeine Geschäftsbedingungen”; in English: General Terms and Conditions) for information purposes. Please be aware that only the original version in German language will be legally binding.

1. Contractual agreement

With his/her reservation the tenant offers to conclude a rental contract for the holiday house Wellnest-Leutasch (Aue 117d, Leutasch/Tyrol) with the owner. The booking can occur in writing, orally or by telephone. Rental agreements made by telephone are valid for both parties if the period between reservation and arrival is less than 7 days and no other form of confirmation (email, letter) is possible. A rental agreement is reached as soon as the booking form provided by the owner (via email, fax, or mail) is completed, returned (via email, fax, or mail), and confirmed in writing by the owner. Should written confirmation not be received within 10 days, the requester (tenant) should immediately contact the owner. The booking form together with the general terms and conditions and the details agreed in it are binding components of the rental contract. The person making the booking shall be liable for all obligations arising from the rental contract including for other persons in whose names the booking was made. The holiday house is rented to the tenant for the specified duration exclusively to be used for holiday purposes. Furthermore, the holiday house may only be used by those persons stated in the rental contract.

2. Rental charge, utility surcharges and security deposit

The agreed total rental charge includes a fixed fee for all utility charges (i.e electricity, heating and water). At the time of booking, guests will be asked to pay a deposit consisting of 50% of the final sum of their stay. The rest of the payment shall be made at the latest 14 days prior to arrival.

The tenant must pay a security deposit of EUR 300 to the owners. This security deposit is to be paid together with the final payment. The security deposit will be returned to the tenant by the owner within 14 days after the end of the rental period, on condition that there are no claims.

3. Arrival and departure

On the day of arrival, the tenant can access the holiday house from 4.00 p.m. In case the tenant wishes to arrive later than 6 p.m., the owner should be informed as to accommodate.

On the day of departure all tenants must leave by 10:00 a.m. The holiday house must be left in a tidy and reasonably clean condition. The tenants are responsible for removing all bed and pillow covers, washing and tidying up all dishes as well as emptying all waste bins. Failure to do so will result in an increased cleaning fee to be paid by the tenant.

4. List of inventory

Upon arrival, the tenant is responsible to check the inventory list and to inform the owner (or nominated designee) of any defects or missing items at the latest on the day after arrival.



5. Termination of contract by the tenant

The tenant may terminate the rental agreement before the commencement of the rental period by informing the owner in writing. The valid date shall be the date of receipt of the cancellation by the owner. Should the tenant withdraw from the rental agreement, the owner may claim compensation for his expenditures and reduced possibilities for renting the object to someone else as cancellation expenses:

Cancellation up to 35 days before the start of the rental period	50% of the total agreed sum
Less than 35 days and in case of nonappearance	the full fee will be charged

The tenant reserves the right to prove less damage.

Instead of paying a cancellation fee, the tenant may recommend a substitute tenant who takes over his booking. The owner can refuse entry of the third person into the rental contract if the substitute person does not satisfy their requirements. Both guest and new tenant are liable for payment of the lease as well as payment for any additional costs the change of tenant may incur.

The owner is bound to act in good faith and to let the unused holiday house otherwise, if possible, in order to avoid losses.

We explicitly recommend conclusion of travel cancellation insurance as well as comprehensive liability insurance.

6. Termination of contract by the owner

In case the tenant fails to pay the agreed payments (down payment, final payment, deposit) within the agreed delays and despite previous reminders, the owner may terminate the contract without notice at any time, either in written form, verbally or by telephone. The owner may also terminate the contract in case the tenant behaves contrary to the terms of the contract to the extent that the immediate termination of the contract is justified. In case of such termination of the contract, the owner is entitled to claim 100% compensation for loss and damages. The tenant reserves the right to prove less damage. The owner is bound to act in good faith and to let the unused holiday house otherwise, if possible, in order to avoid losses.

7. Termination of the contract due to extraordinary circumstances (force majeure)

The rental agreement may be terminated by either party, if on conclusion of the agreement its fulfilment is considerably impeded, compromised or impaired due to unforeseeable force majeure. In case of cancellation, both parties will be relieved from their contractual obligations. However, the cancelling party shall have to compensate the other party for services already undertaken.

8. Duties of the tenant, foreclosure, limitation

The tenant agrees to maintain the house in the condition as it was in at the time he took possession and to assume responsibility for any loss and damage beyond normal wear and tear. Furthermore, the tenant is liable for damages to the house, furnishings, and equipment due to misuse or blameworthy damage and is obliged to meet the costs arising from such actions.

It is explicitly forbidden to dispose of waste, ashes, harmful liquids or similar in the toilets, whirlpool, baths, sinks and showers. In case of blockages in the waste pipes caused by non-adherence of the above rules, the person causing these blockages shall bear the repair cost.

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In case of malfunctions, the tenant is obliged to do everything that is not unreasonable for him or her to contribute to remedying the disruption and to minimize any resulting damage.

The tenant also undertakes to report to the owner or his representative any malfunction or impairment of the holiday house and its equipment immediately when they occur during his stay, in order to facilitate a quick remedy.

Should the tenant fail to report any damages, he is obligated to compensate for any financial damages resulting therefrom. In case the owner is not able to rectify the situation due to a failure of notice by the tenant, then the tenant shall not be entitled to demand a reduction, claim damages or to cancel the contract without adhering to the pre-agreed period of notice. The tenant's claim for compensation shall expire one year after the termination of the lease.

9. Liabilities of the owner

Irrespective of the specific case, the following principles apply with respect to the liability of the owner, their employees, assistants and auxiliary persons

(1) The owner's liability for indemnification is limited as follows:

- a) In case the tenant's damage was not caused deliberately or by gross negligence, any liability of the owner is limited to a maximum of three times the total price (excluding tax and tourist charges) paid by the tenant.
- b) Further, in case of simple negligence the owner's maximum liability is limited to the amount that would have been foreseeable at the time of entering into the contract.
- c) The owner is not liable for negligent breach of responsibilities.
- d) The owner is not liable according to § 536a BGB ("German Civil Code").

(2) In cases of initial impossibility, the owner shall only be liable, if he was aware of the impediment, or if the ignorance was the result of gross negligence.

(3) The aforementioned exclusions of liability and limitations of liability shall neither apply to claims under the Product Liability Act nor to damages resulting from the destruction of life, personal injury or health damages.

10. Keeping of animals (pets)

Animals, in particular dogs, cats and other pets, may only be kept or temporarily brought with the explicit approval by the owner (to be specified in the booking form). This approval only applies to each individual case. The approval may be withdrawn, in case problems occur. The tenant is fully liable for all damages caused by the keeping of animals.

11. House rules

All tenants are required to act thoughtful and accept our house rules at any time. In particular, any disturbing noises that could negatively impact neighbours must be avoided. Playing loud music is not permitted between 10 p.m. and 8 a.m. as well as from 1 p.m. to 3 p.m. All speakers have to be tuned to low volume.

The full set of house rules can be found at the message board next to the entrance door.

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12. Amendments to the contract, governing law, place of jurisdiction, severability clause

Additional oral agreements are ineffective. Differing or supplementary terms and conditions are only effective if they are agreed in writing and if they are explicitly specified as changes or amendments to these terms and conditions.

The law of the Federal Republic of Germany applies on exclusion of the rules of international private law.

The place of jurisdiction for all obligations under this contract shall solely be the court where the owner is located.

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

February 2014
signed Fericunia GbR
M. Kaltofen, T.Klose, J. Voss