

General Terms and Conditions

holiday apartment go-landsberg

Helleis & Hauck GbR
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1. Lease over holiday apartment «go-landsberg»

1.1 With the registration according to the advertising the tenant offers the conclusion of a lease for the holiday apartment described in the registration 1.1 obligatorily for the booked time period. The registration can get written, verbal, telephonic or carried out by screen systems. The lease takes place post, fax lease confirmation of the Helleis & Hauck GbR with the tenant with the entrance the written or by e-mail. Lessor is the Helleis & Hauck GbR. «GbR» Gesellschaft Bürgerlichen Rechts is a company constituted under German civil law.

1.2 Differs the contents of the confirmation a new supply of the lessor off, so lies in it of the contents of the registration. The lease takes place on the basis of this new supply if the tenant agrees to it. The consent can by an express or conclusive explanation, such as the payment of the rent, the deposit, or the claims on the apartment be made.

1.3 General Terms and conditions are sent the renting and terms of payment of the lessor this tenant at a telephonic registration so in front of not, with the renting confirmation/invoice. The rent and terms of payment become component of the lease with the stipulation of the regulation in 1.2.

1.4 The size of the contractual services arises obligatorily from services specification of the lessor for the renting time period as well as from the details referring to it in the renting confirmation/invoice. Other leaflets are not substantial. Supplementary agreements have to be confirmed to by letter, fax or e-mail.

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1.5 At and is regarded as a one half renting day each and is calculated as such and an overnight stay contains departure day. The suite is at the disposal at the day of arrival as of 14.00 hours and at the departure day until 11.00 hours unless something else particularly is agreed on. 3 whole days are the minimum let for the regular day rent. If only a let of 1 or 2 days is agreed on, an additional service fee is calculated.

2. Payment

2.1 With receipt of the written renting confirmation a deposit of 25% of the rent becomes duly, at least a day rent with 55€. The settlement of the total amount can be done at journey as a cash payment if this one was agreed on separately.

2.2 The payment of the balance has to be made without renewed request 30 days before the renting beginning.

2.3 At rental within 30 days before the renting beginning is the complete rent and price for supplementary payments agreed on if necessary, immediately with receipt of the renting confirmation due. The amount has to be transferred to the following account:

Bank:

Landsberg-Ammersee Bank EC
Account 1134345 bank code 700 916 00
IBAN BIC
IBAN: DE35 7009 1600 0001 1343 45
BIC: GENODEF1DSS
Remark: Name, booking number, accounting period

2.4 Come in the deposit amount or the payment of the balance a period does not become one for the tenant on time for the payment of a week, set until two days before the renting beginning at the latest. If no payment is made after the request either under deadline, the Helleis & Hauck GbR is authorized to withdraw from the contract. In this case the Helleis & Hauck GbR lifts this one up from number 5 obvious contra-entry charges.

3. Renting confirmation

3.1 The renting confirmation should not have been sent contrary to expectation for the tenant not later than seven days before the renting beginning to (in the rule by e-mail), this has to contact the Helleis & Hauck GbR immediately.

4. Transfer, performance and changes of price

4.1 A processing consideration are carried out (transfer) on request of the tenant after the booking changes with respect to the renting time period until 30 days before the renting beginning, the Helleis & Hauck GbR is authorized 20. to lift up.

4.2 The Helleis & Hauck GbR is authorized to change single performances for organizationally necessary and not foreseeable reasons. Of the performance changes it will immediately teach the tenant and offer him a free transfer or a free resignation alternatively with a time of declaration of ten days provided that the changes are not merely insignificant. A right of denunciation of the tenant remains untouched.

4.3 The tenant can let himself be replaced until the renting beginning by another suitable flat tenant. To this the tenant of the Helleis & Hauck GbR has to name the person, which enter the contract in his place shall and this person has to confirm his admission into the contractual rights and duties. A processing consideration of raises the Helleis & Hauck GbR for the change of the contracting party 20€ we are authorized for changes which is carried out after preparation of the renting confirmation having been carried out already to calculate the arisen additional costs at least however.

4.4 The tenant's proof of costs which are not arisen or considerably low untouched in all cases of the transfer as well as of performance and changes of price.

5. Resignation on the part of the tenant

5.1 Of the tenants can step down any time before the renting beginning of the lease. It is recommended to explain the resignation to the avoidance of misunderstandings under detail of the job number in writing. The resignation gets effective with the entrance of the resignation with the Helleis & Hauck GbR. The tenant is obliged; already renting documents handed over. Justifiable, an adequate compensation are the Helleis & Hauck GbR under consideration of the charges saved usually and the require by the other use of acquisition normally possible for the flat. The Helleis & Hauck GbR is authorized to assert a service fee which is calculated as follows per flat in per cent of the rent being allotted to it (as far as no substitute tenant is supplied by the tenant):

At a resignation:

Correspond to the deposit amount until the 30th day before the renting beginning 15%, at least until the 22nd day before the renting beginning 25% until the 15th day before the renting beginning 40% until the 7th day before the renting beginning 50% from the 6th day until last working day before the renting beginning 75% On the day of the renting beginning,, at non-appearance and cancellation after the renting beginning 90%

5.2 Costs, such as telephone or processing costs, as well as the insurance premium paid over the Helleis & Hauck GbR to a travell insurance cannot be refunded to a cancellation of the lease in the case.

5.3 The regulations about the service fee apply to all leases as far as separate regulations are not fixed due to single advertisings.

5.4 It is the tenants prove demanded as these of the Helleis & Hauck GbR that no-one or a lower damage has arisen flat rate free. These should this one this larger amount of the tenant will be the costs arisen for Helleis & Hauck GbR the resignation more highly than the flat sums given under number 5.1 so owed. We recommend the conclusion of a journey travelinsurance. This can take the cancellation costs in accordance with their insurance conditions for the insured risks.

6. Resignation on the part of lager egg & Hauck GbR

6.1 The Helleis & Hauck GbR is authorized to withdraw without period of notice from the lease if the tenant either disturbs the Mietverh  ttnis considerably or behaves so in breach of contract agreement that it cannot be expected of the Helleis & Hauck GbR either to adhere to the contract or the immediate abolition of the contract is justified to the protection of other residents.

7. Abolition of the contract because of unusual circumstances

7.1 Two standing steep ones can terminate the lease, endangered or impaired, aggravated becomes the letting out after completion of a contract because of acts of god the destruction of accommodations or balanced occurrences are also included in unforeseeably considerably. At cancellation before the renting beginning the tenant immediately has the paid rent returned. There is not a more detailed claim. For services already rendered a consideration can require the Helleis & Hauck GbR.

7.2 Arise, the circumstances mentioned into number 7.1 after the beginning of the letting out the lease also can be discontinued by the two sides. The Helleis & Hauck GbR become this one because of the abolition of the contract in this case necessary take measures. If the contract is terminated for the aforementioned reasons, the Helleis & Hauck GbR has a claim for damages on rendered services still to be rendered. As for the rest the additional costs are a burden for the tenant.

8. Liability

8.1 Particularly are not subject to the adhesion of the Helleis & Hauck GbR as a lessor in the leaflet as from outside performances of other enterprises described switchedly in a strange name. In the case of such a travel agency the liability for mediator faults is excluded as far as there is not firm intention or gross negligence.

9. Compensation

9.1 Result for damages in the flats, which are caused by the guest, as a rule, does a third-party insurance of the guest pay for it; the guest is legally responsible for all persons accompanying him. If there is no third-party insurance, the guest personally pays for the resulted damage; a bail can be demanded first of all to protect the costs of damages to be expected. An inspection right arises from the taken cleaning duty and you can perform without a direct advance notice.

10. Indication of defects

10.1 The tenants are obliged to give the Helleis & Hauck GbR his complaint to the knowledge immediately on the spot. If the tenant refrains culpably to announce a defect in this way, then a claim to reduction and compensation does not enter.

10.2 Possible complaints have to be shown to the lessor or his representative immediately for holiday dwellings. As far as this does not immediately provide remedy, the tenant must report not cleared defects to the Helleis & Hauck GbR.

11. Treatment of complaints, time-limits for claims and limitation

11.1 Within a month after by contract scheduled completion of the letting out, the tenant has claims to assert because opposite the Helleis & Hauck GbR the rented holiday apartment was not provided as stipulated in the contract. Deliktische claims can be asserted opposite the Helleis & Hauck GbR within 6 months after by contract scheduled completion of the letting out. It is recommended to submit claims in writing. After expiry of the period claims can be only then asserted if the tenant was prevented from the compliance with the period not through his fault.

12. Other regulations and agreements

12.1 These conditions are, ready not into the single one valid individual agreements are reached leases.

12.2 Person-bound data of the customer are imposed only in the context of the legal regulations of the Federal Data Protection Law (BDSG) as well as the tele-service data protection law (TDDSG). You are made to third parties approachable only in this respect when this is necessary for the carrying out of the letting out service cleaning, property management, insurance etc..

12.3 Obvious pressure and miscalculations entitle the Helleis & Hauck GbR to the contestation of the lease.

13. Tax and VAT

13.1 All mentioned prices are indicated without the legal VAT – German «Umsatzsteuer». The taxation is carried out as a small-business operator UStG Â§ 19th taxpayer identification code tax office Landsberg 131/162/05704.
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