

## **General rental conditions**

for the rental of holiday flats  
in the holiday complex "Neugrad"  
[www.Neugrad-eifel.de](http://www.Neugrad-eifel.de)

### **§ 1 Validity of the General Terms and Conditions of Hire and conclusion of the contract**

- (1) These General Terms and Conditions of Rental apply to all contracts for the rental of holiday flats in the holiday complex "Neugrad" of Neugrad Immobilien GmbH (hereinafter referred to as "Lessor"). The conclusion of the contract and the exchange of services shall take place exclusively on the basis of these General Rental Terms and Conditions. Deviating general terms and conditions of the tenant shall not apply.
- (2) Rental contracts are concluded exclusively via the booking portals available for this purpose on the internet. The booking request of the tenant represents a binding offer to conclude a tenancy agreement; the tenant is bound to this offer for a fortnight. For the calculation of this binding period, the sending of the booking request by the Hirer in electronic form (request via the booking portal) shall be decisive. The rental contract shall only be concluded upon the booking confirmation of the Lessor.
- (3) A booking confirmation will only be issued if the tenant truthfully states the number and names of the persons who wish to use the holiday flat in his booking request. The persons entitled to use the apartment are then bindingly specified in the booking confirmation (hereinafter referred to as "persons entitled to use the apartment").
- (4) Furthermore, the booking confirmation will only be issued after the tenant has paid the deposit owed in accordance with § 3 Para. 2 a).

- (5) The tenant is obliged to check whether the booking confirmation corresponds with his booking request. If the content of the booking confirmation differs from the booking request, the content of the booking confirmation shall be deemed to be agreed and a tenancy agreement shall be concluded with the content resulting from the booking confirmation, unless the tenant objects to this within two weeks of receipt of the booking confirmation. The lessor is obliged to inform the lessee of this separately upon receipt of the booking confirmation.
- (6) Upon conclusion of the tenancy agreement, the tenant is obliged to send the landlord copies of his identity card or passport and those of the other persons authorized to use the premises on request.

## **§ 2 Subject matter of the tenancy agreement**

- (1) The subject of the tenancy agreement is the individual use of the holiday flat and the facilities contained therein (electrical appliances, sauna, etc., if applicable; hereinafter referred to as "facilities") as well as the joint use of the common areas of the "Neugrad" complex (hereinafter referred to as "complex"). In addition, the Tenant shall be provided with a parking space for a motor vehicle on the part of the common area designated for this purpose (these rented items are hereinafter also referred to collectively as the "Rented Item" or "Rented Items"). The use of the rented items shall be exclusively within the framework of the conditions and limits resulting from these General Rental Terms and Conditions.
- (2) The features of the holiday home owed by the Lessor are exclusively determined by the booking confirmation. If the booking confirmation deviates from the previous booking request or from other descriptions on the booking portal or the website of the landlord or from any other description of the landlord, § 1 para. 4 shall apply accordingly.
- (3) If the landlord specifies a certain square metre area of the holiday flat, this is merely a description; the agreed rent is independent of the actual size of the holiday flat. Neither party may demand an adjustment of the rent due to deviations in the area of no more than 10% compared to the landlord's description.

### **§ 3 Prices / Terms of payment**

- (1) By concluding the contract, the tenant is obliged to pay the agreed rent. The rent covers the contractual use of the rental object (including the use of the holiday flat as well as the facilities contained therein, the use of the common areas, the use of the car parking space, the pro rata operating costs of the holiday flat and the common areas in accordance with the Operating Costs Ordinance as well as the subsequent cleaning of the holiday flat) and includes the statutory value added tax (VAT).
- (2) The rent is due for payment as follows:

100% are due immediately with the booking request. The binding booking confirmation is issued upon receipt of payment;
- (3) If one of the payments is not made on time, the Lessor may withdraw from the contract if he has previously set the Lessee a grace period for payment of at least 10 days without success.
- (4) For each reminder after default has occurred, the Tenant shall pay a flat-rate reminder fee of EUR 15.00 to the Landlord.

### **§ 4 Cancellation by the tenant**

- (1) Upon conclusion of the tenancy agreement, the tenant is obliged to accept the landlord's services and to provide his own services, in particular to pay the rent in full.
- (2) However, the hirer may withdraw from the contract before the start of the hire period in accordance with the following provision.
  - a) In the event of cancellation at least 30 calendar days (> 30 days) prior to the rental period, the hirer remains obliged to pay the invoice amount in full as a matter of principle, but as a gesture of goodwill will receive a voucher for the amount paid.
  - b) In the event of a later cancellation (0 - 29 calendar days before arrival), the hirer will not receive a voucher. The landlord then grants a flat-rate discount of 25% of the invoice amount as a gesture of goodwill. The tenant therefore remains obliged to pay 75% of the invoice amount in principle.

- (3) The withdrawal must be made in text form or in writing. The date of receipt of the notice of withdrawal by the lessor shall be decisive for the date of withdrawal.

## **§ 5 Takeover and return of the rented items**

- (1) On the day of the agreed start of the rental period, the tenant will be granted access to the holiday flat from 3 pm. Access is granted by an electronic security device and a corresponding access code. The landlord will inform the tenant of the access code by email or SMS no later than the day before the start of the rental period. Arrival must take place by 10.00 p.m. at the latest. The car parking space reserved for the Hirer shall be available to the Hirer from 2.30 p.m. on the day of the agreed start of the rental period.
- (2) On the last day of the agreed rental period, the tenant must leave the holiday flat tidy and swept at 10:30 a.m. at the latest so that the subsequent cleaning of the holiday flat by the landlord can take place immediately. The tenant shall close all windows and doors of the holiday flat and switch off technical devices and other equipment (electrical devices, heating, etc.). The access code will be deactivated at 10:30 am. In the event of a late return, the landlord may demand reasonable compensation from the tenant. If the return does not take place until after 3 p.m., the landlord will charge a full day's rent as compensation.

## **§ 6 Use of the rented items / house rules**

- (1) The rented items may only be used independently by the tenant and the other persons authorized to use them; only the tenant has a right of claim against the landlord in this respect. The use shall be exclusively for private purposes. Any commercial use or use for other than private purposes is excluded.
- (2) Independent use by further persons requires the prior consent of the landlord in text or written form, whereby these persons also become authorized users. In this case, the landlord is entitled to demand an appropriately increased rent. As a rule, the landlord will only grant consent if the third party assumes joint and several liability towards

the landlord for all of the tenant's obligations under the tenancy agreement.

- (3) Notwithstanding the above provisions in paras. 1 and 2, the tenant may receive visitors from third parties every day between 8.00 a.m. and 10.00 p.m., whose number is limited to a maximum of four persons at a time (hereinafter only "visitors"). However, the Visitors may not use the rented items (in particular electronic equipment, sauna, etc.) independently, but only in the presence of and under the direction and responsibility of the Tenant or another person authorized to use the rented items. Overnight stays by visitors are not permitted.
- (4) The tenant and the other authorized users must treat the rented items with care; when using electronic devices, a sauna or other technical equipment, the operating instructions for these devices, which are located in the holiday flat or can be found on the Internet, must be observed. The furnishings and technical equipment are intended to remain in the holiday flat. The furniture must not be moved. Crockery and other objects may not be removed from the holiday flat, except for use on the terrace of the holiday flat. When leaving the holiday flat, the tenant must keep windows and doors closed, set all radiators to low and switch off lights and technical equipment.
- (5) The access code may only be passed on to the authorized users and not to visitors or other third parties.
- (6) The tenant is obliged to inspect the holiday flat and the facilities to a reasonable extent for any defects or damage at the beginning of the rental period. In particular, the tenant shall check whether the facilities available in the holiday flat (in particular electronic devices, sauna, if applicable, sanitary facilities) are in working order. If the tenant discovers defects, damage and/or functional impairments, he/she shall inform the landlord thereof without delay.
- (7) The holiday flat and the associated terrace are the personal and exclusive use of the tenant and the other persons authorized to use the flat. The area beyond the holiday flat and the associated terrace may be used as a common area by all tenants of the complex.

(8) Reasonable consideration must always be given to the other tenants of the complex. An atmosphere of peace and relaxation is strived for throughout the complex. Parties, loud music and similar behaviour or festivities are generally not desired. From 10.00 p.m. to 7.00 a.m. is the night's rest. During this time, special consideration for the other tenants and neighbours is required. TV and audio equipment must be set to room volume. Particular attention must be paid to quietness during these times, especially when using the terrace. The communal areas are not to be used after 10.00 p.m. unless this is necessary. Special consideration must always be given to the interests of the other tenants in the communal areas. Noise disturbance of the other tenants of the complex will not be tolerated.

(9) Smoking is prohibited in the holiday flat and in the area of the associated terraces.

Smoking is only permitted in the communal seating area (three tables with benches) and in the casemate area (covered area of the natural stone wall).

(10) "Campfires" or other open fires are strictly prohibited in the entire complex, with the exception of the fireplace stove provided for this purpose in the holiday flat and the barbecues provided by Neugrad in the terrace area. The tenant is advised that this prohibition on the entire area of the site also results from special public-legal requirements. Should the landlord be held liable by a third party due to culpable infringements by the tenant (e.g. due to an official fine), the tenant shall compensate the landlord for the resulting damages, expenses and other necessary costs (including the costs of legal prosecution or legal defence).

(11) The tenant and the other persons authorized to use the premises are obliged to dispose of waste exclusively in the containers provided for this purpose and marked accordingly, and to pay strict attention to the correct separation of waste. The requirements in this regard also result from the special public-law requirements for the area of the facility. If claims are made against the Lessor by a third party due to culpable infringements by the Lessee (for example due to an official fine), the Lessee shall compensate the Lessor for the resulting

damages, expenses and other necessary costs (including the costs of legal prosecution or legal defence).

- (12) The keeping and accommodation of pets of any kind is generally not permitted in the holiday flat. Only the keeping and accommodation of dogs is permitted in individual holiday homes designated for this purpose in the booking portal and in the booking confirmation. The keeping and accommodation of dogs is only permitted if this is expressly stated in the booking confirmation. If the request of the tenant and the booking confirmation differ in this respect, § 1 para. 4 shall apply accordingly.
- (13) The tenant is provided with a parking space on the designated part of the complex. Apart from this parking space and its access route, the use of any motor vehicles (including electrically powered vehicles) is strictly prohibited in the entire complex. The only exceptions to this rule are motor vehicles that are absolutely necessary for the tenant or another person authorized to use the premises or a visitor due to physical or mental impairments (in particular electrically operated wheelchairs).
- (14) The tenant and other persons authorized to use the holiday home are obliged to take note of the information signs and warning notices located in the holiday home and on the site and to comply with the associated usage requirements. In the event of violations of these instructions by the tenant, liability on the part of the landlord shall only be considered within the limits and under the conditions set out in § 11.

## **§ 7 Liability of the tenant**

- (1) The lessee shall compensate the lessor for all damage, in particular damage to the rented items, caused by a breach of these general terms and conditions or other contractual obligations for which the lessee is responsible. The Hirer shall also compensate for any damage culpably caused by third parties (e.g. other authorized users or visitors) to whom the Hirer has entrusted the use of the rented items. Any further legal liability of the lessee shall remain unaffected. In this respect, the tenant is recommended to take out private liability insurance.

- (2) The tenant is obliged to notify the landlord of any damage without delay. This applies in particular to such damage which carries the risk of causing further damage or extending the damage (e.g. water damage, fire damage).

### **§ 8 Landlord's right of access**

If there is an objective reason, the landlord has the right to enter and inspect the holiday home between 10 am and 8 pm. An objective reason arises in particular if there are indications that the tenant is not using the apartment in accordance with the contract or if there is a risk of damage to the rented property. In case of imminent danger, the landlord shall have the right to enter the holiday flat immediately at any time in order to eliminate the danger. Reasonable consideration shall be given to the guest's interests worthy of protection when exercising the right of access. The landlord shall inform the tenant in advance about the exercise of the right of access and the reason for it, unless this is unreasonable or impossible for him according to the circumstances of the individual case.

### **§ 9 Termination / Rescission by the Landlord**

- (1) Notwithstanding other contractual and statutory rights of termination, the landlord may terminate the contract if he is prevented from fulfilling the contract due to unavoidable, extraordinary circumstances (force majeure). Force majeure entitling the landlord to terminate the contract shall be deemed to exist, for example, if the transfer of the leased property for the purpose stipulated in the tenancy agreement is not possible due to official prohibitions or requirements or if the landlord cannot reasonably be expected to comply with such prohibitions or requirements.
- (2) The landlord may also terminate the contract if the tenant breaches contractual obligations and allows a reasonable period set by the landlord to remedy the breach of obligations to expire. Termination shall be considered in particular if
- a) the contract was concluded under misleading or false statements of material facts by the tenant, e.g. with regard to the person of the tenant or other persons entitled to use the



premises, the purpose of use or the accommodation of animals;

- b) the tenant uses the holiday home for other than residential purposes;
- c) the tenant makes the holiday home available to persons other than those authorized to use it or receives visitors outside the times provided for this purpose or allows them to stay overnight;
- d) the landlord has reasonable cause to believe that the conduct of the tenant or the other persons entitled to use the premises or of visitors will endanger the safety or peace of mind of the other tenants of the premises or the public reputation of the landlord;
- e) the tenant or other persons authorized to use the rented items or visitors treat the rented items without the necessary care and damage occurs or threatens to occur as a result;
- f) the tenant violates the smoking ban, lights a "bonfire" or other open fire or violates the specifications for waste disposal;
- g) the tenant causes disturbances of the peace and other tenants repeatedly complain about this;
- h) the tenant exceeds the permitted number of guests and/or holds parties or comparable festivities.

(3) A prior unsuccessful setting of a deadline is not required if the breach of contract is so serious that the landlord cannot reasonably be expected to continue the tenancy, even temporarily, during the remedy period or if the tenant's behaviour indicates that setting a deadline will not be successful.

(4) The landlord may withdraw from the contract if the tenant defaults on payment of the rent and allows a reasonable payment period set by the landlord for this purpose after the due date to elapse. In this case, the landlord may demand the lost rent as compensation.

(5) In the event of justified termination by the landlord, the tenant shall not be entitled to damages or compensation for useless expenses.

The tenant shall compensate the landlord for all damages resulting from a termination for which the tenant is responsible.

### **§ 10 Liability of the landlord for damage**

- (1) The liability of the Lessor for damages is excluded, except for damages resulting from injury to life, body or health due to a negligent breach of duty by the Lessor or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Lessor and for other damages due to a grossly negligent breach of duty by the Lessor or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Lessor.
- (2) Liability for simple negligence shall be limited to the foreseeable damage typical for the contract, unless it is a case of injury to life, limb or health.
- (3) The aforementioned exclusions and limitations of liability shall not apply in the event of a breach of obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the tenant may therefore rely (so-called cardinal obligations).
- (4) The risk of use of the holiday home is borne by the landlord only insofar as this is related to the contractual nature of the holiday home or to other circumstances or services owed by the landlord itself. The landlord therefore accepts no liability for the use of the holiday flat not being impossible, prohibited or restricted due to general restrictions under public law or other general restrictions (e.g. in connection with a general "lockdown" due to a virus epidemic). In this respect, the risk of use shall be borne solely by the tenant, who shall neither be entitled to terminate the lease nor to reduce the rent. The Lessor will, if necessary, offer a voucher or comparable goodwill solutions at its own discretion in the event of such events.

## **§ 11 Data protection**

The personal data provided by the tenant will not be passed on to third parties by the landlord unless this is necessary for the processing of the contract.

## **§ 12 Set-off by the Tenant / Limitation / Final Provisions**

- (1) The Tenant may not set off claims against the Landlord. This does not apply to set-offs with undisputed or legally established claims, claims based on §§ 536a, 539 and claims from unjust enrichment due to overpaid rent, if the tenant has notified the landlord of his intention in text form at least one month before the rent is due.
- (2) Claims of the tenant due to defects of the rented objects or other breaches of duty by the landlord become time-barred after one year from the statutory commencement of the limitation period.
- (3) Should individual provisions of this contract be or become invalid in whole or in part in the future, the remaining provisions of this contract shall remain unaffected and valid. In this case, as well as in the event of the unenforceability of individual provisions of this contract, the contracting parties are obliged to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds to the meaning and purpose of the contract, taking into account the principle of good faith. The same shall apply if this contract should prove to be incomplete or if there is a hidden defect in the agreement.
- (4) Amendments and/or supplements to this contract must be made in writing. This also applies to the cancellation of this written form clause.

The English translation of the "General rental conditions" serves only as an explanation for English-speaking guests. The German translation of the "General rental conditions" serves as the binding legal basis.