



HIDDENPLACE TOSCANA  
MORE THAN A VACATION HOME

## GENERAL TERMS AND CONDITIONS

We are pleased that you would like to find out more about the conditions on which a possible rental of our beautiful holiday home "Casa Ulla" is based. We recommend that you read the following general terms and conditions carefully, as these must be accepted when making a booking.

### I. Scope of the contractual services

The scope of the contractual services is set out in the description below and the presentation of the rental property on the website [www.hiddenplace-toscana.com](http://www.hiddenplace-toscana.com).

### II Description of the rental object

"Casa Ulla" is not just a holiday home. It is also used as a private home and has been furnished with great attention to detail and taste. The owner, an artist from Germany, who is also the landlady, has even integrated her own paintings into the furnishings. We ask you to treat the inventory and the entire property with care.

"Casa Ulla" has around 80m<sup>2</sup> of living space spread over two floors. The house offers space for a maximum of five guests.

On the ground floor is the almost 25m<sup>2</sup> kitchen/living room. From there you enter the so-called "lounge", which is furnished with a "daybed" (90x190cm), a chest of drawers and a desk.

The kitchen has a modern fitted kitchen with fridge, separate freezer compartment, electric cooker and dishwasher. The fireplace is not suitable for use. The large wooden dining table seats eight people comfortably.

The bathroom, also located on the ground floor, has a shower and WC.

On the first floor there is another bathroom with a bathtub, bidet and WC. Bedroom number 1 has a double bed with two 80x200 cm mattresses and an open wardrobe. Bedroom number 2 can also be used as a study, as there is another desk. The original Rolf Heide stackable bed can be used as a single or double bed (90x200 cm each). There is also an open wardrobe here.

The washing machine in the separate cellar can be used for a fee of € 5.00 per wash. Bicycles or hiking equipment can also be stored in the cellar.

The terrace in front of the holiday home and the spacious garden are for the exclusive use of holiday home guests.

All furniture and other furnishings are summarised in an inventory list, which is available in the holiday home and which we will be happy to send you in advance. The items in the holiday home are the property of the landlady and are only made available to the respective tenants. Removal of the inventory from the holiday home is prohibited. Individual works of art can be purchased.



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MORE THAN A VACATION HOME

### **Location of the holiday home & parking**

We expressly point out that "Casa Ulla" cannot be reached with your own vehicle. Montefegatesi is a centuries-old mountain village typical of the region, consisting of small, winding alleyways. The car can be parked on the outskirts of the village in the public car park belonging to the village. The distance from the car park to the holiday home is approx. 800 metres. Casa Ulla" is therefore not recommended for people with reduced mobility. The hosts are happy to help with the transport of luggage (they have purchased a Smart car especially for this purpose).

Access to the holiday home is via an inner courtyard, which also provides access to the owner's neighbouring house.

### **House rules**

"Casa Ulla" is a non-smoking house. Pets are not allowed. Parties are not permitted. In the event of non-compliance, the landlady may withdraw from the contract without notice.

The locally applicable regulations (e.g. waste separation and provision of waste on different days for waste collection) must be observed. Open fires (including the use of barbecues) are not permitted on the premises. Due to the electricity voltage limit that applies in all houses in Italy, we recommend that our guests only use one of the large electrical appliances (washing machine, oven, dishwasher) at a time during their stay, as otherwise there may be power cuts. The arrangement of the furniture in the holiday home may not be changed.

### **Occupancy**

As a rule, the apartment is rented to a maximum of four people, exceptions must be agreed with the landlady. Casa Ulla" is suitable for a maximum of five people. The prices below are based on a maximum occupancy of four people.

As the house and the outdoor area are not childproof, the age limit for accompanying children is 8 years and older.

## **III Steps to be taken before travelling**

### **Calculation of the rental price**

The calculation of the rental price is based on the following daily rates:

- June 2024: € 150.00
- July 2024: € 175.00
- August 2024: € 200.00

A fifth guest will be charged 25% of the respective daily rate.

The visitor's tax per person/per day is € 1.00



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MORE THAN A VACATION HOME

### **Final cleaning**

The final cleaning costs an additional € 80.00 if the house is left swept clean (see below). Bed linen, towels and the use of the internet are included in the daily price.

### **Payment of the rental price**

The rent is paid in two instalments.

At the time of booking, 30% of the existing rental price must be paid, up to 60 days before the start of the rental period the remaining 70%.

For reservations made less than 60 days before the start of the stay, the customer must make a one-off payment of the total rental amount at the time of booking.

The reservation is only considered confirmed once the first instalment has been received.

If the customer does not pay the agreed instalments on time, the lessor may terminate the contractual relationship before the start of the rental period without notice.

Upon receipt of the full amount, customers will receive the exact address of the holiday home.

### **Security deposit**

The landlady charges a deposit of € 350.00 for the use of the holiday home, which is due upon payment of the second instalment. If the deposit is not paid, the landlady has the right to refuse to hand over the holiday home.

At the end of the rental period or on the day of departure, the deposit will be returned in cash after acceptance by the owner, unless otherwise agreed.

### **Ancillary costs**

Variable utilities such as heating, water and electricity are included in the rent.

### **Internet / WLAN use**

Tenants are provided with Internet access (DSL) via a WLAN router free of charge. The owner endeavours to operate the WLAN service as reliably and securely as possible. However, no guarantee can be given and no liability can be accepted for any damage that may occur.

Access is encrypted and the tenant receives the access data for their WiFi devices (notebook, smartphone, tablet) on arrival. These access data may not be passed on to third parties.

The tenant undertakes to comply with applicable law when using the Internet access. This regulation includes all fellow travellers. Any unlawful use of this Internet connection is prohibited. In particular, the tenant undertakes not to illegally reproduce, distribute or make accessible any goods protected by copyright. The tenant is solely liable for any third-party claims arising from any unlawful use.



HIDDENPLACE TOSCANA  
MORE THAN A VACATION HOME

### **Issue of the tenancy agreement**

A tenancy agreement will be issued by the landlord for the tenancy that comes into being.

The following information is required to issue the rental agreement:

- Surname and first name of the tenant
- Address and telephone number of the tenant
- Surnames, first names and ages of persons travelling with you

Should the number or composition of the persons named in the rental agreement change, this must be communicated to the landlady before the start of the holiday, as only the persons named in the booking may stay in the holiday home. If other persons or more persons than agreed in the rental contract arrive without prior notice, the landlady may refuse access to the holiday home.

### **Cancellation, rebooking, no-show and non-utilisation of services**

The Lessee may withdraw from the contract up to the start of the holiday by giving notice to the Lessor. The date of receipt of the declaration by the Lessor shall be decisive for the calculation of all deadlines. The declaration of cancellation must be made in writing.

The cancellation fees are as follows:

- up to 60 days before the start of the rental period = 25%
- from the 59th day to 30 days before the start of the rental period = 50%
- from the 29th day (and less) before the start of the rental period 100%

of the agreed rental price.

We strongly advise you to take out travel cancellation insurance.

If the tenant does not move into the rented property, does not appear there or only arrives late, or leaves before the contractual end of the rental period for reasons for which the landlord is not responsible, the landlord shall retain the full claim to remuneration.

### **Changes to services - tenants' rights**

Changes or deviations from the agreed content of the rental contract that become necessary after the conclusion of the contract and that were not brought about by the landlord in bad faith are only permitted insofar as the changes or deviations are not significant and do not impair the overall character of the booked property.

The Lessor is obliged to inform the Lessee immediately of any changes or deviations in performance.

In the event of a significant change to an essential travel service, the tenant is entitled to withdraw from the rental contract without incurring any fees. The tenant must assert these rights immediately after the declaration by the landlord.



HIDDENPLACE TOSCANA  
MORE THAN A VACATION HOME

### **Cancellation by the landlord**

In special cases, the landlord has the right to cancel a booking that has already been made and paid for. These include unforeseeable damage to the property (e.g. burst water pipes) or developments due to force majeure, e.g. natural disasters, environmental disasters or other exceptional weather conditions, epidemics, pandemics, quarantine measures, closure of borders, closure of geographical areas, food shortages or rationing, interrupted transport links. In the event of the occurrence of such an event, which makes it impossible to fulfil the agreed service, the Lessor's liability shall be limited to the reimbursement of the rental price already paid.

## **IV. Regulations on site**

### **Time of arrival**

The day of arrival and departure is Saturday. The arrival time is between 16:00 and 19:00. An earlier arrival in the holiday home is unfortunately not possible, as the properties are almost always occupied until 10.00 a.m. on the day of departure and cleaning can only take place afterwards. The landlady should be informed of the planned arrival time at least one week before arrival. For last-minute notifications on the day of arrival, the tenant will receive a mobile phone number via which the landlady can be contacted.

### **Approach to the property**

The location in the mountains (850 metres above sea level) means that there are quite a few metres in altitude and many bends to negotiate on the journey. However, the road is in perfect condition. Coming from Bagni di Lucca, we recommend travelling via the village of San Gemignano.

### **Information from the authorities**

All guests must be reported to the local police by the landlady within 48 hours of arrival. For this purpose, a comparison of the previously transmitted personal data with the identity cards of all guests is carried out after arrival.

### **Defects & complaints**

Tenants are advised to check that the furnishings are complete and fit for purpose when they move into the premises and to report any complaints to the landlord without delay.

Any damage occurring during the rental period must also be reported immediately. The landlord must remedy the situation immediately, unless force majeure, external circumstances or government agencies are the cause of the defects (see below). The owner must be given a reasonable period of time to rectify the damage.

Complaints that are only reported at the end of the stay or after leaving the property do not entitle the guest to any compensation.

### **Access to the rental property during the guests' stay**

The landlord has the right to enter the property adjacent to the holiday home at any time for maintenance, gardening and repair work. The holiday home may only be entered in consultation with the tenants and only in urgent cases. This regulation also applies to persons authorised by the landlady.



### **Departure**

Departure is before 10.00 a.m. in the morning. If it is necessary to depart during the night or the evening before, the owner must be informed in advance so that individual arrangements can be made for acceptance and repayment of the deposit.

The rented property must be left swept clean, in a tidy condition and after the cooking utensils and crockery have been washed. The dishwashers must be emptied by the tenant before departure and the crockery put away in the cupboards provided. Rubbish must be disposed of in the rubbish bins provided. Stripped bed linen and dirty towels must be deposited in the bathrooms. If this is not the case, the amount to be paid for the final cleaning will be increased by € 25.00 per hour and will be deducted from the deposit.

### **Landlord's liability**

The landlord is liable for the proper provision of the contractually agreed services. The contractually agreed services are based on the description of the property and the location in the GTCs and on the website [www.hiddenplace-toscana.com](http://www.hiddenplace-toscana.com).

### **Disclaimer Landlord**

The landlord is not liable

- in cases of force majeure such as war, civil war, fire, water, extreme heat or cold, pest infestation, governmental orders, earthquakes or other disasters that affect or shorten the stay in the holiday home.
- if inconvenience is caused by the maintenance of public roads, the repair of storm damage or short-term work on buildings in the vicinity of the rented property.
- in the event of burglary or theft in which items belonging to the guest are stolen. This applies to both the holiday home and the outside area.
- if electricity, gas or water fail at short notice due to external circumstances or force majeure or if this is due to decisions made by government agencies.
- if the quality of the drinking water is impaired in the short term due to external circumstances or force majeure or due to decisions by government agencies.
- when weather conditions deviate from your own expectations.
- if insects can be found in the house and garden (all windows have adjustable fly screens) or animals (including wild animals) can be heard. The presence of small animals such as ants, spiders, geckos, flies, wasps, bees, mosquitoes, mice and amphibians is typical of the country and cannot be ruled out in natural accommodation such as "Casa Ulla".

### **Tenant liability**

Use of the holiday property, including all associated outdoor facilities, is at your own risk.

The landlord accepts no liability for accidents that occur in the rented property during the rental period. Parents are liable for their children.

The tenant is liable for any damage caused by him, his fellow travellers or his visitors during his stay. The tenant is obliged to notify the landlord immediately of any damage that has occurred during his stay in the rented property. The landlord reserves the right to offset any damage against the deposit.

Customers are responsible for taking out their own insurance.



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MORE THAN A VACATION HOME

### **Recognition of the GTCs**

By signing the rental agreement, the tenant recognises the applicable GTCs and the house rules. This acknowledgement is also made on behalf of the fellow travellers. In the event of breaches of the GTCs or the house rules, the landlord is entitled to terminate the tenancy immediately and without notice. There is no legal entitlement to repayment of the rent or compensation.

### **Place of jurisdiction**

For disputes in connection with the booking and the rental, Italian law and the local jurisdiction of the property owner in Italy shall apply as the place of jurisdiction.

### **Severability clause**

Should one or more of the listed conditions be legally invalid, this shall not affect the validity of the remaining conditions. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose pursued by the invalid provision.

### **Contact address**

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