

General terms and conditions of room rental Kuku Ruku:

§ 1: Guest accommodation contract

1. The binding guest accommodation contract is concluded as soon as the room has been ordered (by phone, e-mail, mail, WhatsApp or via the website) and confirmed or, if a confirmation was no longer possible due to time constraints, the room has nevertheless been provided or the invoice has already been sent. This applies to initial bookings, recurring bookings as well as booking extensions. The invoice is considered as booking confirmation.
2. The extension of the booked stay requires the verbal or written booking request and / or agreement and is possible depending on occupancy and already made other bookings or not. A claim of the customer / guest to extend the stay does not exist.
3. The conclusion of the guest accommodation contract obligates the contracting parties to fulfill the contract, regardless of the duration for which the contract was concluded. If a third party has ordered for the customer / guest, the customer / guest is liable to the landlord together with the third party as a joint and several debtor.
4. The general terms and conditions of the customer / guest apply only if this was previously expressly agreed in writing. Customers and guests are in the sense of these terms and conditions both consumers and entrepreneurs in the sense of §§ 13 and 14 of the BGB.

§ 2: Service

1. The landlord is obliged to provide the room(s) booked by the customer/guest and to provide the agreed services.
2. The customer/guest is obliged to pay the agreed prices of the landlord for the room rental and any other services used by him. This also applies to services and expenses of the landlord to third parties arranged by the customer/guest. The Lessor may make its consent to a subsequent reduction requested by the customer/guest in the number of rooms booked, the Lessor's service or the customer's/guest's length of stay conditional on an increase in the price for the room(s) or for the Lessor's other services.

§ 3: Payment

1. The customer/guest has to pay the accommodation price in advance, at the latest on the day of arrival, before the handing over of the keys. The obligation to pay in advance also exists in case of extension of the reservation. The relevant time for the obligation to pay in advance in case of extension of the stay is: no later than 9 a.m. CET (Central European Time) of the original day of departure or the first day of the booked extension. In case of non-payment in due time, the landlord has a special right of termination and can withdraw from the contract extraordinarily with immediate effect. The agreed rental price can be paid in cash or by bank transfer. In the case of transfers, the date of the credit entry on the account of the lessor is decisive.
2. It is the responsibility of the customer / guest to pay the rental price without being asked to the landlord in due time and / or in case of planned cash payment, if necessary, to contact the landlord. If the rental price is not paid on time, the regulations from § 5 Abs.4 and 5 apply. The customer / guest is responsible for the proof of any transfers already made.
3. The lessor is entitled to call in accrued claims at any time and to demand immediate payment. In the event of default in payment, the Lessor shall be entitled to demand the statutory default interest applicable at the time. In addition, in the event of default, the Lessor may claim a fee of EUR 10.00 per reminder. The lessor reserves the right to prove and claim higher damages.
4. In the event that the Kuku Ruku room standard and/or the Kuku Ruku apartment standard cannot be fully met and provided, the customer/guest shall not be entitled to any discount or compensation.

§ 4: Withdrawal from the contract by the customer/guest

1. Cancellation of the booking by the customer/guest is free of charge up to 48 hours before the agreed arrival date. The relevant time for calculating the 48-hour period is 12 noon CET (Central European Time) of the agreed booked arrival date. From this time 48 hours are calculated back. If no prior verbal or written cancellation is made, the full amount will be charged.
2. In case of cancellation of the booking on the part of the customer/guest within 48 hours before the agreed arrival date, the first two nights are to be paid in full for all booked rooms and persons. The relevant time for calculating the 48-hour period is 12 noon CET (Central European Time) of the respective day of arrival, from which 48 hours are calculated back.
3. In the event of withdrawal from the booking of an extension of the stay on the part of the customer/guest, § 4 items 1 and 2 shall apply accordingly. The temporal extension is considered in each case as a new, independent booking.
4. In case of cancellation of the booking on the part of the customer/guest within the booked period (earlier departure) only 48 hours of all booked rooms and persons will be charged as booked. The remaining accommodation costs will be refunded. The relevant time for calculating the 48-hour period is 12 noon CET (Central European Time) of the respective day. The cancellation of the booking must be made before 12 noon CET (Central European Time) of the respective day. After 12 noon CET (Central European Time) the respective day must be paid in full. If no verbal or written cancellation is made, the full amount will be charged. No refund for special conditions.

5. In the event that the Kuku Ruku room standard and/or the apartment standard cannot be fully met and provided, the customer/guest shall have no special right to terminate the contract.

§ 5: Rescission of the contract by the lessor

1. The right to withdraw from the booking free of charge on the part of the customer / guest up to 48 hours before the agreed arrival date and / or extension date applies equally to the landlord. The relevant time is 12 noon CET (Central European Time) of the respective arrival day and / or extension day, from which the 48 hours are calculated back.
2. The landlord is entitled to withdraw from the contract for factually justified reasons or to terminate it without notice, in particular if force majeure or other circumstances for which the landlord is not responsible make it impossible to fulfill the contract. The same applies if rooms are culpably booked under misleading or false information or concealment of essential facts, e.g. concerning the person of the customer, his solvency or the purpose of stay. Likewise, the landlord has the right to withdraw from the contract or to terminate it without notice if he has justified reason to believe that the use of the service could jeopardize the smooth operation of the business, the safety or the reputation of the landlord in public, without this being attributable to the control or organizational sphere of the landlord
3. The landlord is entitled to withdraw from the contract extraordinarily or to terminate it without notice if there is a violation of the house rules and/or the WLAN rules. In this case, the rooms in question must be vacated and swept clean and made available to the landlord by 9 a.m. CET (Central European Time) the next day at the latest. If several rooms have been booked by the customer/guest for a group and individual group members or the entire group violates the house rules and/or the WLAN rules, the landlord is free to declare the cancellation of the contract only to individual persons of the group or also to the entire group. In case of justified withdrawal or termination without notice by the landlord, no claim of the customer/guest for damages and/or reimbursement arises.
4. The landlord is entitled to withdraw from the contract extraordinarily or to terminate it without notice if the accommodation price has not been paid in advance in due time. In the event of justified withdrawal or justified termination without notice by the lessor, the customer's/guest's claim to the handover and use of the rental property shall expire. Furthermore, no claim of the customer / guest for damages arises.
5. In case of non-payment in due time in case of extension of the booking, the landlord is entitled to withdraw from the contract extraordinarily or to terminate it without notice. Subsequently, the rooms in question must be vacated and swept clean and made available to the landlord by 9 a.m. CET (Central European Time) at the latest on the next day. In case of justified withdrawal or termination of the contract by the landlord, the customer/guest has no claim for damages.
6. Unauthorized accommodation of foreign overnight guests and/or additional guests not previously agreed upon may lead to termination of the contract without notice and will be punished with 3 times the daily rent.

§ 6: Check-In, Check-Out

1. The customer does not acquire a right to the provision of certain rooms, even if one or more rooms have been named in correspondence or an order confirmation.
2. Booked rooms are available to the customer at the earliest from 15:00 on the agreed day of arrival. The customer has no right to earlier provision.
3. On the agreed day of departure, the rooms are to be made available to the landlord no later than 09:00 and swept clean. All windows must be closed. Radiator thermostats are to be turned back to zero.
4. The issued keys are to be left inside the room door. Keys that cannot be found will be charged.
5. In the event of late vacating/returning of the room for its use in excess of the contract, the landlord may charge the customer 50% of the currently valid rental price until 18:00 and 100% after 18:00. Contractual claims of the customer are not justified by this. The customer is at liberty to prove that the lessor has not incurred any or a significantly lower claim to a usage fee. In addition, the landlord reserves the right to prove and assert a higher damage.

§ 7: Due diligence

The tenant undertakes to treat the rented premises including inventory with care and to protect them from any damage. Damage to the furniture, the apartment and the residential property as well as inventory shortages incurred during the rental period will be invoiced. The landlord must be notified immediately of any defects and/or damage that have occurred. The landlord is entitled to personally inspect the condition of the apartments at any time.

§ 8: Rules of use

1. The house rules in Annex 1 are part of the General Terms and Conditions of the room rental Kuku Ruku. In case of violation of them, the termination without notice, extraordinary, can be pronounced without refunding the rent in whole or in part.
2. The WLAN rules in Appendix 2 are part of the General Terms and Conditions of Room Rental Kuku Ruku. In case of violation of them, the termination without notice, extraordinary, can be pronounced without refunding the rent in whole or in part.
3. The tenant is obliged to ventilate regularly and heat adequately to prevent mold growth in the apartments. In case of non-compliance, the tenant will be charged for the costs.
4. The tenant is liable for any damage caused during his stay by him, a fellow traveler or his visitors. The tenant is obliged to report to the landlord or the administration on site, without being asked, any damage that occurred during his stay in the rented property and on the associated property.

5. Parking is permitted in the designated parking spaces. Access roads are to be kept clear at all times. The costs for any removal of incorrectly parked vehicles are to be borne by the tenant.

§ 9: Liability of the lessor

1. The lessor excludes any liability for personal injury and property damage that could arise from the use of the rental property. The lessor is not liable for personal injury and / or property damage of any kind during the stay of the tenant in the rental property. For an influence on the rental property by force majeure, by power and / or water failures and severe weather conditions is not liable.
2. The lessor assumes no liability for property, securities, valuables or other objects of the customer.
3. A liability of the landlord for failures or malfunctions in the heating, water and electricity supply is excluded. Also, liability of the landlord for the constant operational readiness of electrical equipment (eg washing machine, dryer, dishwasher, etc.), including TV, satellite TV, WLAN and other electrical equipment of the rental property, is excluded.

§ 10: Final provisions

1. These contractual conditions are subject to German law.
2. Place of performance is the place of the accommodation object D-73434 Aalen.
3. The exclusive place of jurisdiction is the place of business D-73434 Aalen.
4. Amendments or supplements to the contract, the acceptance of the application or these general terms and conditions for the contract must be made in text form. Unilateral amendments or supplements by the customer are invalid.
5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions shall apply.

Annex 1: House rules

1. Rest periods

The neighbors and other guests of our house should not be disturbed. Please be considerate accordingly. Daily from 20.00 o'clock room volume is required as well as all day on Sundays and holidays and daily at lunchtime between 12.00 and 15.00 o'clock. Indoor volume = maximum 30db. Please always close doors and windows quietly.

2. Street and work shoes

Street shoes and work shoes are to be taken off in the apartment entrance area. Any damage caused to and/or soiling of floor coverings etc. due to unsuitable or soiled footwear indoors will be charged. We recommend wearing slippers indoors.

3. Garbage

Garbage disposal is the responsibility of each tenant individually and all apartment community members collectively. Full garbage bags must be thrown into the black residual waste container behind the building. Its location is marked in the apartment. The garbage must be properly separated.

4. Cleaning

The private rooms must be kept clean by each tenant on his own responsibility. The common areas (kitchen, bathrooms, toilets, lounge, entrance to the house, stairs and corridors with windows and floors, parking spaces, balcony and terrace) must be kept clean communally. You are also responsible for this. Please leave the premises as you wish to find them. We recommend setting up a clean-up schedule or a verbal agreement for the purpose of clearly distributing obligations.

5. Visits

The premises are intended exclusively for our guests. Visits are not allowed in principle. Subletting is prohibited.

6. Airing

Shock ventilation must be carried out daily. Mold damage caused by improper ventilation will be charged. Information on proper ventilation is posted in the apartments.

7. Neighboring properties

Entering the neighboring properties is not allowed. This is private property of third parties. Please respect this. Please stay only on the premises of the room rental Kuku Ruku and the public areas.

8. Pets

Pets are allowed only by arrangement.

9. Parties

Parties are not permitted. Quiet times must be respected at all costs. Room volume = max. 30db. If you want to sleep, you should be able to do so. The other guests and neighbors should not be disturbed. Please be considerate! The entrance area outside in front of the building is not an evening sitting area. If you want to sit together in the evening then please go inside or to one of the nearby bars.

10. Smoking

Smoking is strictly prohibited in the house. Smoking is allowed in the garden, on the terrace, on the balcony and generally outside. Please throw cigarettes into the ashtrays around the building.

11. Parking

The parking spaces in front of the house may be used. In addition, there are public parking spaces on Himmlingstraße and at the playground. The passage of other road users must be possible at all times. Please park next to each other to save space so that all guests can park if possible.

12. Cooking

The kitchen is at your disposal. After cooking, the stove, work surfaces and sink must be cleaned again and pots, dishes, etc. must be put away again. Please avoid cooking during the night rest periods. Cooking in the rooms, even with microwaves or kettles, is not allowed.

13. Washing

There is a washing machine and dryer at your disposal, as well as a clothes horse. A washing schedule is recommended and is posted. Drying of laundry in the rooms is not allowed. Please dry your clothes in the dryer, in the bathroom or outside.

14. Light

When leaving the room or apartment, turn off all lights and turn off lamps. When you leave, please turn off the lights.

15. House rules

The house rules are part of the general terms and conditions of room rental Kuku Ruku. Disregard may lead to the cancellation of your booking and termination of your stay.

Thank you for your attention!

Anlage 2: WLAN rules

WLAN name: Kuku Ruku

1. Permission to use wireless Internet access

The operator provides wireless internet access (WLAN). He offers the user the possibility of sharing this Internet access via WLAN for the duration of his stay. The user is not entitled to allow third parties to use this WLAN. The operator is not able and also not obligated within the scope of this shared use by the user to guarantee the actual availability, suitability or reliability of this internet access for any purpose, also in terms of volume. The Operator is entitled at any time to admit further Users and to restrict the User's access completely, partially or temporarily, or to exclude the User completely from further use. In particular, the operator reserves the right, at its reasonable discretion and at any time, to block access to certain pages or services via the WLAN.

2. Access data

The operator provides the user with access data for this purpose (access security). These access data (login name and password) may not be disclosed to third parties. The operator can change these access data at any time or limit them temporarily. In this case, however, the user can request new access data. The user undertakes to keep his access data secret at all times.

3. Limitation of liability

The user is aware that the WLAN only provides access to the Internet. The operator does not provide any additional security measures (e.g. virus protection, firewall, etc.). The data traffic established using the WLAN uses WPA2 encryption, so that misuse by third parties is virtually impossible and the data cannot be viewed by third parties. The retrieved content is not subject to any verification by the operator. The use of the WLAN is at the user's own risk. The operator assumes no liability for damages to end devices or data of the user, which are caused by the use of the WLAN, unless the damage was caused by the operator and/or its agents intentionally or through gross negligence.

4. Responsibility of the user

The user is solely responsible for the data transmitted via the WLAN, the services used via the WLAN and the legal transactions carried out via the WLAN. If the user uses the services of third parties via the WLAN, the resulting costs shall be borne by the user. The user agrees to comply with applicable law, especially when using the WLAN. In particular, the user shall not unlawfully reproduce, distribute or make publicly available any works protected by copyright. This applies in particular in connection with the upload and download of file sharing programs or similar offers.

With the use of the provided WLAN connection the tenant commits himself:

- not to use the WLAN to retrieve or distribute immoral or illegal content
- to observe applicable regulations for the protection of minors
- not to send or distribute derogatory, defamatory or threatening content
- not to use the WLAN to send spam and/or other forms of unlawful advertising.

5. Indemnification of the operator from claims of third parties

The user indemnifies the operator from all damages and claims of third parties, which are due to an illegal use of the WLAN by the user and/or a violation of this agreement. This indemnity also extends to the costs and expenses associated with the claim or its defense.

6. Documentation

The user is hereby informed that every use of the operator's WLAN with IP address, MAC address, date and duration will be documented and archived in order to hold the operator harmless if necessary and to prove which user has used the WLAN and when.

Thank you for your attention!