

## General terms and conditions

Landhaus Florian – Bärnstetten 6a – 6380 Sankt Johann in Tirol

Date: 1/1/2015

### Preamble:

*These general terms and conditions have been established to ensure, from the very beginning, clear rules and understandings both for you as our holiday guest as well as for us as hosts. Doing so, we aim to avoid and misunderstandings or conflicts at a later point in time. In some aspects, we were forced to define seemingly strict clauses (e.g. cancellation & non-smoking policies) – due to negative experiences we had to make earlier. We kindly ask for your understanding.*

The following rules apply:

### **1. Conclusion of contract/booking:**

- 1a. The contract/booking is concluded once Landhaus Florian has made an offer for renting a holiday apartment and this i) has been accepted by the guest and ii) has been reconfirmed by Landhaus Florian. The confirmations typically are given by email.
- 1b. Direct bookings through internet platforms – e.g. via booking.com, Feratel / Kitzalps.cc, vacation-apartments.com: the contract/booking is concluded with the sending of the booking request by the guest (e.g. click „book now“ button), unless it isn't cancelled by Landhaus Florian within 48 hours. This is for the avoidance of parallel bookings.

### **2. Payments:**

- A 20% upfront payment is required upon booking. The remaining amount can be paid either in cash or by credit card within one day after arrival or by bank transfer until the day of arrival.
- In case of payment with credit card, a 2% surcharge applies.
- Alternative payment rules may be agreed upon in written format or by email.
- Unless anything else has been specified at the time of booking, the rental price is apartment-specific (up to the maximum occupancy). Hence, the rental price remains the same even if fewer people arrive than originally planned and/or some guests leave early and/or arrive later.

### **3. Cancellation and no-show policies:**

- Unless other rules have been defined as part of a direct booking through an internet platform (e.g. Booking.com, Feratel, vacation-apartments.com), the following applies: if the guest cancels the booking until 45 days before planned arrival, a handling fee of 50,00 Euro will be charged. In case of cancellation by the guest up to 14 days before planned arrival, 50% of the full price will be charged; afterward 75 % of the full price. In case of cancellation 5 or less days before planned arrival, the full amount will be charged.
- In case of no-show or late arrival or early departure of the guest, the full price needs to be paid.
- We recommend our guests to contract a travel insurance (e.g. <http://www.europaeische.at/>, <http://www.hansemerkur.at/reiseversicherungen/reiseschutz/sorglos-oder-premium?track=rmsarcar.com>, <http://www.allianz-assistance.at/reiseversicherung/reiseschutz-mit-stornoversicherung> ).

### **4. Right of withdrawal by Landhaus Florian:**

- In case of withdrawal from the booking by Landhaus Florian resulting from force majeure (e.g. flooding, fire, water damage, blackout of heating system) or other unforeseen circumstances (as, e.g. accident or serious illness of the host(s)) or events that make the fulfilment of contract impossible or inadequate, the liability of Landhaus Florian is limited to reimbursing the rental costs as paid so far. There is no right of the guests for claiming additional reimbursement or liability - such as for travel costs or costs for alternative accommodation.
- After the rental period has commenced, Landhaus Florian is entitled to withdraw from the contract/booking instantly, if the guest(s) disturb other guests seriously or otherwise behaves

inappropriately and if he/she/they do not stop such behaviour after having received notice by Landhaus Florian.

#### **5. Arrival and departure:**

- Arrival times are from 3:00pm to 8:00pm. In case guests are delayed, they have to inform Landhaus Florian in time. In case guests do not show up until 8:00 pm and have not informed Landhaus Florian that they will still arrive, Landhaus Florian is entitled to rent the holiday apartment(s) to someone else. An earlier arrival time can be agreed upon if the holiday apartment(s) is ready for use (e.g. no guest had left the apartment the same day).
- At the day of departure, the holiday apartment(s) has to be left until 10:00am unless anything else has been agreed on. A later departure time might be possible if no other guests arrive at the same day. The apartment has to be left clean-swept; dishes have to be washed and trash being brought to the main trash bins outside the house. The refrigerator has to be emptied.

#### **6. Liability for damages to the holiday apartment(s):**

- The holiday apartment(s) will be handed over by Landhaus Florian in a clean, proper condition and fully equipped with inventory. In case guests detect any deficits, they need to inform Landhaus Florian quickly so that the deficit can be corrected. Guests are liable for any damages to the holiday apartment(s) and/or inventory; including damages to the public areas of the property. Guests are also liable for a loss of keys.
- Holiday apartment(s) and their inventories have to be treated gently and with care. The inventory is supposed to stay in the holiday apartment(s). Bringing pets is allowed only upon prior approval by Landhaus Florian. Pets are not allowed to be on sofas, beds etc.
- The lessee is responsible and liable for any damage caused by his companions. In case of unauthorised use of the holiday apartment(s) such as subrental, overcrowding, breach of the domestic peace etc., Landhaus Florian may terminate the contract without notice period. The rental price is still due.
- In case of non-compliance with the non-smoking rules of the property, the lessee has to pay the full costs of comprehensive cleaning and deodorisation, at least a fee of 100,00 EUR.

#### **7. Liability of the landlord**

- Landhaus Florian has the obligation to exercise due care and is responsible for the proper provision of the holiday apartment(s). Any liability for potential disruptions or blackouts of the delivery of electricity, water or heat as well as any other events resulting from force majeure is excluded.
- Landhaus Florian is not liable for any loss or damage of property of the guests that have been brought to the holiday flat(s), including cars.
- Liability for damages from the usage of Landhaus Florian's property: The usage of the holiday apartment(s) including the public areas, the garden, the parking slots and any potential equipment that has been borrowed from Landhaus Florian such as sleighs, baby equipment or bikes is done at own risk. Landhaus Florian is not liable for any damage resulting from the use of the same – neither to the guests nor to third parties.

#### **8. Other regulations**

- The lessee accepts these general terms and conditions with paying the upfront-payment or, in case no upfront-payment is done, with the receipt of the terms and conditions by email or in printed format unless he disagrees within 48 hours after receipt.
- Should one of the above clauses be invalid, it will be replaced by an as similar as possible clause that is legally valid. Any other clauses of these terms and conditions remain unaffected and valid.
- Any liability concerning information in brochures and/or internet websites is excluded.
- Place of jurisdiction is Sankt Johann in Tirol / Kitzbühel.

*We wish you pleasant, relaxing holidays!*

*Your Landhaus Florian – family Butzengeiger-Geyer*