



## **General Terms of Service (GTC) for renting the apartments in the Seehaus in St.Wolfgang**

November 14, 2021

### **1. Conclusion of contract (rental agreement)**

With the binding booking of an apartment, which can be made via the Internet, but also in writing or by telephone, a corresponding contract is concluded between the tenant - hence referred to as guest - and the landlady. The contract becomes effective when all the required information is available and the lessor has confirmed the booking in writing. The contractual relationship is deemed to be canceled if - as formulated in point 2 - the payment deadlines are not met.

### **2. Payment deadlines**

To confirm your reservation, an advance payment of 50% of the total price of the reservation must be transferred within 14 days of receipt of the booking, but no later than 30 days before the planned arrival. The remaining amount can be transferred up to 14 days before your arrival. If the reservation is made less than 30 days before scheduled arrival, the entire rental price must be transferred immediately. Please note that the reservation will automatically lose its validity if the deposit amount has not been credited to the account by the specified date. The bank details can be found in the reservation confirmation, which you will receive by email after the booking has been made.

### **3. Moving into the rental property (arrival)**

The tenancy begins on the day of arrival with the takeover of the apartment or room from 3 PM and ends on the last day, unless otherwise agreed, at 10:30 AM. Different times can be requested from the landlady if required.

### **4. Room card (key)**

On the day of arrival, the room cards for the rental property will be handed to you after the booking confirmation has been presented. Please let us know if you will be arriving outside of the check-in times. In this case, we will be happy to leave your room cards in the key safe near the entrance area. The loss of a card must be reported immediately to prevent unauthorized access.

### **5. Departure**

On the day of departure, unless otherwise agreed, the holiday apartment must be returned in a proper, clean condition (excluding final cleaning) by 10:30 AM, in accordance with the agreements and the stipulations of the house rules. Doors and windows are to be closed. All room cards are to be handed over personally. The landlady or their agent has the right to carry out a detailed inspection.

### **6. Contractual partner**

The rental property is only made available for the contractually agreed persons according to the booking. Subsequent changes require the landlady's written permission. This applies in particular to

overnight stays by other people. In the event of non-compliance, the landlady is entitled to expel the persons not listed in the booking from the holiday apartment. Incidentally, violations can give rise to any claims for damages.

## **7. Pets**

Bringing pets is not permitted.

## **8. Usage rules**

Smoking is not permitted in the holiday apartments or in the building.

## **9. Maintenance of the apartments**

The guest agrees to treat the rented rooms and their inventory with care and to protect them from any damage. The guest must compensate for any damage to the holiday home and the residential property or any shortages in inventory during the rental period, unless it can be proven that the guest or the accompanying persons are not to blame for the damage or the shortage. The guest must notify the landlady immediately of any findings regarding the incompleteness of the inventory or existing or existing defects in the rental property, otherwise the landlady is entitled to claim compensation based thereon.

## **10. Obligations of the landlady**

With the effective conclusion of the contract, the landlady is obliged to provide and hand over the rental property in accordance with the contract. If, despite all due diligence on the part of the landlady or due to circumstances beyond the control of the landlady (storms, fire, explosion, damage to the house, vandalism, etc.) the holiday home cannot be used by the guest as agreed, the landlady is only liable for the amount of the agreed and paid rental price. The landlady is not liable for damage that lies outside her area of responsibility, in particular during construction work (including road works) in the neighborhood.

## **11. Reversal of the contract**

In the event of withdrawal, the guest has to pay the landlord a reimbursement of expenses / loss compensation.

### **Cancellation conditions in the event of cancellation**

#### **within 24 hours of receipt of the booking:**

free of charge

#### **up to 1 month before the planned arrival:**

free of charge

#### **up to 14 days before the planned arrival:**

cancellation fee 50% of the total price

**less than 3 days before the scheduled arrival** or in the event of no-show:  
cancellation fee of 100% of the total price

The receipt of the written declaration of withdrawal by the landlady is decisive for the cancellation period (email is sufficient). The premature departure of the guest, which is to be reported to the landlady, does not entitle him/her to assert claims for repayment or compensation. In this case, too, the guest owes the agreed rent. If the guest withdraws from the contract and at the same time provides a person who declares in writing that they will accept the agreed conditions, the landlady will issue a new booking confirmation.

**Corona-related cancellation conditions:**

Free cancellation due to the coronavirus is currently not generally possible. In any case, we currently accept free cancellations from guests who are unable to arrive at the time of their planned arrival due to official travel restrictions (e.g. travel bans, border barriers, travel warnings, air traffic discontinued) and this is considered safe or very likely at the time of the cancellation. If you are unable to travel due to a personal illness, please clarify with any travel insurance you may have taken out (included with some credit cards) whether this will cover the cancellation fee, we will invoice you for the cancellation fee.

**12. House rules**

The house rules laid out in the holiday apartments are part of the general terms and conditions. For the use of DSL Internet access via WLAN, the "WLAN - usage rules" in the appendix must also be taken into account.

**13. Place of jurisdiction**

The District Court of Bad Ischl is responsible for any disputes arising from the contractual relationship.