

## 1. General

The following Terms and Conditions apply. These constitute the terms of contract under which Alpin Rentals GmbH enters into accommodation agreements with its guests. Alpin Rentals GmbH manages and provides accommodation facilities in 5710 Kaprun, 5700 Zell am See, 5753 Saalbach and 5771 Leogang based on its current property list, for the purpose of providing guest accommodation. The accommodation is rented to the guest for the agreed contract period, exclusively for use for holiday and accommodation purposes, and may only be occupied by the maximum number of people specified in the booking. The contract is concluded with full exclusion of the Tenancy Act (Mietrechtsgesetz/MRG).

## 2. Services and prices

The services of Alpin Rentals GmbH are based on its service descriptions and price calculations. The contractually agreed services and prices result from the relevant details in the reservation confirmation. Unless separately indicated in the reservation confirmation, the costs for normal energy consumption are included in the specified prices.

The rental price does not include additional services required by the guest (e.g. additional cleaning, additional bed linen etc.). Upon booking, the guest enters into a binding contract with Alpin Rentals GmbH as accommodation provider for the property selected by the guest. In the case of electronic bookings, Alpin Rentals GmbH shall confirm receipt of the booking electronically. The booking is made for all parties specified therein. The guest, as contractual partner of Alpin Rentals GmbH, is responsible for both his or her own obligation and that of the other specified parties.

Information provided electronically (service descriptions, price calculations, etc.) is binding for Alpin Rentals GmbH. However, Alpin Rentals GmbH expressly reserves the right to make changes to these details prior to contract conclusion. The guest will be informed of such changes at the time of reservation confirmation at the latest.

If the letter of acceptance from Alpin Rentals GmbH differs from the content of the guest's booking, it is to be viewed as a new offer. Any images of the rental properties provided do not necessarily depict the exact property rented by the guest.

## 3. Payment and security deposit

The guest is obliged to pay an immediate deposit of 100% of the total rental price (for Flexible and Non Refundable Rate) prior to the arrival date, after receipt of and in accordance with the terms of the reservation confirmation. If no special agreement has been made, then the full accommodation fee, including the charges for incidental expenses and additional services, is due for payment and must be paid to Alpin Rentals GmbH on commencement of the stay.

If the guest does not pay the deposit or final payment within the agreed periods or when the amount is due, and Alpin Rentals GmbH is ready and able to provide the contractual service, then Alpin Rentals GmbH can withdraw from the contract after sending a reminder setting a deadline, and assert claims for damages against the guest.

The guest is obliged to pay to Alpin Rentals GmbH a security of at least a minimum of €300.00 for keys, furnishings and fittings made available. The security deposit must be paid before commencement of the stay and is not interest-bearing. It will be reimbursed to the guest at the end of the stay, at the latest 14 days after departure and on due return of the accommodation at the guest's departure.

## 4. Rental period

On the day of arrival Alpin Rentals GmbH shall make the accommodation available to the guest between 4 pm and 6 pm in the condition specified in the contract. On the day of departure the guest shall hand over the vacated accommodation to Alpin Rentals GmbH between 8 am and 10 am. The guest must return the accommodation clean and tidy, dispose of any waste and strip the beds. The guest is required to complete a check-in form upon arrival and a check-out form on departure, detailing the circumstances and conditions of the stay and the furnishings and fittings provided in the accommodation. The guest must make any complaints about the accommodation promptly upon taking possession of the latter, otherwise it will be assumed that the accommodation together with furnishings and fittings were in the agreed condition as stated in the contract.

## 5. Cancellation and non-arrival

In the event of cancellation, Alpin Rentals GmbH's claim to payment of the agreed accommodation price including the charges for additional services shall remain in principle, in accordance with the following terms:

The guest must pay the following sums in relation to the complete price of the accommodation services (including all incidental costs), but excluding any public charges such as visitors' tax:

Cancellation and withdrawal up to 14 days prior to arrival:

.....0% of the costs

Cancellation and withdrawal up to 13-0 days prior to arrival:

.....100% of the costs

Later cancellation and withdrawal or non-arrival or lack of notification ...100% of the costs.

except if you are booking the **non refundable rate = 100% prepayment** immediately. This amount is **not refundable anymore!**

In the event of payment with the guest's credit card, Alpin Rentals GmbH is entitled to debit these amounts.

(The period is counted from the date of receipt of the notice of cancellation or withdrawal by Alpin Rentals GmbH.) The notice of cancellation must be sent to Alpin Rentals GmbH in writing and is binding. Up until commencement of the stay, the guest can request that a third party enters into the rights and obligations of the relevant rental agreement (substitute). Alpin Rentals GmbH is entitled to reject the participation of the third party if special rental requirements, legal requirements or official orders oppose it. If a third party enters into the contract, the guest and the third party are jointly and severally liable for the rent and for any additional costs resulting from the participation of the third party. In the event of cancellation and withdrawal by the guest, Alpin Rentals GmbH shall endeavour to make alternative use of the accommodation, within the scope of its ordinary business operations and without obligation to make any special effort, also taking account of the particular character of the accommodation. Alpin Rentals GmbH shall deduct the alternative occupancy and, if this is not possible, saved expenses. Irrespective of this, it alternatively has the right to withdraw from the contract and to assert claims for damages, instead of the claim to rental.

In the event that Alpin Rentals GmbH withdraws from the contract prior to commencement of the stay for reasons of unforeseeable force majeure, the guest shall have the option of either withdrawing from the contract free of charge and with reimbursement of any payments previously made, or of demanding the provision of an equivalent rental property, if Alpin Rentals GmbH is in a position to offer such a property from its list at no additional cost.

#### **6. Liability / Limitation period**

The contractual liability of Alpin Rentals GmbH and its agents is in principle limited to gross negligence and intent, for all damages apart from personal injuries. In particular, Alpin Rentals GmbH is not liable in cases of force majeure (e.g. fire, power cut, Internet outage, circumstances beyond the control of Alpin Rentals, etc.). Liability for the behaviour of third parties is excluded.

Liability for tort of Alpin Rentals GmbH is limited to three times the rental price for material damages which are not due to intent or gross negligence. This maximum liability sum applies for each rented property.

#### **7. Obligations of the guest**

The guest is obliged to treat the accommodation together with furnishings and fittings with all due care and respect. The guest is liable to pay compensation for damages to furnishings and fittings, the accommodation or the building, as well as the equipment and chattels belonging to the accommodation or the building, even if these damages have been caused by the guest's companions or visitors. The guest must notify Alpin Rentals GmbH or one of its specified contact points immediately in the event of damage to the accommodation, unless the guest himself is obliged to rectify such damage. The guest is at any rate liable to pay compensation for consequential damages resulting from causes not duly notified. If the notification of defects is culpably omitted, claims by the guest shall in addition become completely or partially invalid. The guest may only terminate the contract or withdraw from it legitimately prior to arrival in the event of substantial defects or faults. The rental period utilised thus far shall be paid for on a pro-rata basis. When giving notice of defects, the guest must set a reasonable period for Alpin Rentals GmbH to rectify the defect, unless such rectification is impossible, is refused by Alpin Rentals GmbH or if immediate termination is objectively justified due to a special interest of the guest distinguishable by Alpin Rentals GmbH, or continuation of the stay is unreasonable for such reasons.

Pets are not allowed in the accommodations. Violations of this obligation gives Alpin Rentals GmbH the right to extraordinary cancellation of the accommodation contract.

Alpin Rentals GmbH can cancel the rental agreement immediately if the guest, regardless of a reminder by Alpin Rentals GmbH, permanently disrupts the operation of Alpin Rentals GmbH or the course of the stay – also of other guests – or if he behaves contrary to contract to such an extent that immediate cancellation of the contract appears justified. If Alpin Rentals GmbH legitimately cancels the contract for these reasons, the guest's entire payment obligation together with any liability for damages by the guest shall remain valid.

#### **8. Check-in (arrival) and Check-out (departure) outside normal hours**

##### **Check-in:**

The following charges are made for checking in:

20.00 to 22.00 €50.00 excl. VAT

22.00 to 0.00 €100.00 excl. VAT.

Check-in is not possible after 0.00

In accommodation where Keylock is available, €25.00 excl. VAT is charged when checking in after 20:00 and before 08:00 for preparing the Keylock.

##### **Check-out:**

On the day of departure, the accommodation must be vacated by 10.00 and left in good condition, as per point 3. In the event of a delayed departure, i.e. after 10.00, Alpin Rentals GmbH is entitled to charge the cost of a further half-day as per the offer, but at least €50.00. For departures after 16.00, 100% of the daily rate will be charged.

In the event of an improper departure, these terms entitle Alpin Rentals GmbH, if damage is left behind, to retain the deposit provided in the amount of the actual damages or in the amount of the specified liens and claims.

If Check-out took place on the day prior to departure and this occurs before 08.00 the next day, Alpin Rentals reserves the right to retain the deposit paid/provided until the accommodation has been inspected by staff of Alpin Rentals. The deposit provided/paid is returned following a subsequent inspection. The provisions of point 3 continue to apply.

#### **9. Severability clause**

If individual provisions of this contract are invalid or unenforceable or if they become invalid or unenforceable after conclusion of contract, the remaining provisions shall continue to be valid. The invalid or unenforceable provision shall be replaced by a provision that will achieve to the greatest extent possible the economic and business purpose which the contractual parties intended with the invalid or unenforceable provision. The above provisions apply accordingly for loopholes discovered in the contract. Alpin Rentals reserves the right to amend these terms and conditions at any time without prior notice.

#### **10. Applicable law / Place of jurisdiction**

The exclusive applicability of Austrian law is agreed, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods. For all disputes arising from this contractual relationship, the competent court for Kaprun has exclusive jurisdiction. The place of fulfilment is Kaprun as accommodation location in any event. The contractual parties confirm that the contractual and negotiation language is German and that they have taken note of the contents of these Terms and Conditions.