#### **APPENDIX 1: GENERAL CONDITIONS**

## **ARTICLE 1: GENERAL**

- a. The general terms and conditions below apply to the reservation and booking of a home in Austria with address Sandleitenweg 1, 9873 in Starfach (municipality of Döbriach).
- b. Tenant also includes tenant, tenants and tenants.
- c. By owner is understood the owner of the holiday home to be rented.
- d. The manager is understood to be the contact person in Austria designated by the owner.
- e. Rent is understood to mean the rental price of the house.
- f. The rent amount is understood to mean the rent + energy costs + final cleaning costs + tourist tax.
- g. The invoice amount means the rental amount + any deposit.

#### ARTICLE 2: FORMATION OF THE AGREEMENT

- a. Reservation of a holiday home is done via internet, e-mail or by telephone.
- b. All these ways of booking are final and binding, i.e. cancellation costs are due in the event of cancellation.

## **ARTICLE 3: PAYMENT**

- a. Within 28 days after the reservation date, 50% of the rental amount must be paid into the bank account of the owner.
- b. The remainder and any deposit must be paid into the owner's bank account no later than 6 weeks before departure.
- c. When booking less than 6 weeks before departure, the entire invoice amount must be paid immediately after receipt of the booking confirmation.
- d. In case of late payment of the amounts due, the owner will send a reminder by e-mail or in writing. If the amount due is not yet in the possession of the owner within 7 days after the date of the reminder, the agreement is deemed to have been canceled.

# ARTICLE 4: ADDITIONAL COSTS

a. Any additional costs, such as the costs for final cleaning and the tourist tax, must be paid to the owner before departure or to the manager on site. The method of payment is stated in the booking confirmation.

## ARTICLE 5: FINAL CLEANING

- a. The tenant must deliver the rented holiday home after the stay by the tenant "broom clean".
- b. Crockery with accessories must be returned to the cupboards clean.
- c. Moved furniture must be returned to its original location.
- d. The manager has the right to charge extra costs if the above is not followed.
- e. It is not possible to take care of the final cleaning by the tenant.

## ARTICLE 6: LINEN

- a. You must bring your own bath and kitchen linen (beach towels, towels, tea towels). Bed linen and b. bed linen (duvet covers, blankets and pillows) are provided.
- c. For a stay of 1 week, weekend or midweek, 1 set of bed linen is provided per bed. For stays of more than 1 week, the bed linen will be taken after 1 week and clean bed linen will be provided.

## ARTICLE 7: DEPOSIT

- a. Any deposit must be given to the owner or on site prior to departure. The method of depositing the deposit is stated in the booking confirmation.
- b. Any deposit will be refunded to the tenant no later than 14 days after the end of the stay, after deduction of any costs incurred by the tenant for damage or loss.

# **ARTICLE 8: CANCELLATION**

Any cancellation must be made known to the owner in writing.

In case of cancellation of the rental agreement by the tenant, the following cancellation costs will be charged:

- a. in case of cancellation more than 4 weeks before the start of the booked stay, an amount of 50% of the total rental amount is due.
- b. in case of cancellation from 4 weeks before the start of the booked stay, the total rental amount is due.
- c. in case of premature termination of the stay, the full rental amount remains due.

## ARTICLE 11: CANCELLATION OR AMENDMENT BY THE OWNER

The owner can only cancel or change the rental agreement in the following cases: in the event of force majeure such as war, strike, natural disaster, extraordinary weather conditions, fire, death of the owner, unannounced sale and / or occupation of the holiday home by the owner, etc.

In all cases, the full invoice amount will be refunded. Any other damage as a result of the cancellation or change will not be compensated by the owner.

## ARTICLE 12: LIABILITY

Owner accepts no liability for:

- a. theft, loss or damage, of whatever nature, during or as a result of a stay in the home;
- b. the inoperative or inoperative of technical equipment in the homes, temporary failure or malfunctions in and around the holiday home of water and / or energy management, unannounced street works and construction work around the holiday home;
- c. the non-execution or partial execution of the lease in case of force majeure.
- d. The manager or owner cannot be held liable for accidents in or around the house.
- e. The tenant is jointly and severally liable for all loss and / damage to the rented property and its inventory, regardless of whether this is the result of acts or omissions of the tenant or of third parties who are in the rented property with the permission of the tenant.
- f. In case of incorrect use or incorrectly leaving the rented property behind, additional costs may be charged to the tenant.

# **ARTICLE 13: COMPLAINTS**

- a. Despite the owner's efforts, you may be of the opinion that you have a justified complaint with regard to the rented holiday home. In order to maintain your potential claims for damages or refund, you must at all times give the owner the opportunity to find an appropriate solution to the complaint. Early departure from the home releases the owner from any obligation to indemnify.
- b. If the detected complaint cannot be resolved on the spot with the manager, you must contact the owner as soon as possible. The owner will make every effort to resolve the complaint to the satisfaction of the tenant, insofar as this is within its capabilities.
- c. If the complaint cannot be satisfactorily resolved on site, it must be submitted to the owner in writing and with reasons, no later than 4 weeks after returning to the Netherlands. Dutch law applies to all disputes with the owner.