

General terms of business (AGB)

1. In general

The *family Astrid and Bernd Pichler* rents a completely furnished and with usual utensils equipped apartment, for the purpose of the accommodation of guests. The apartment is rented exclusively for living purposes. A guest is valid in the case of doubt of the customers, even if he has ordered for other people or has co ordered. Those on the part of which family Astrid and Bernd Pichler are produced towards the contracting partner are valid for all services the general terms of business (Terms and Conditions or AGB) of the *family Astrid and Bernd Pichler*. The *family Astrid and Bernd Pichler* performs exclusively to these Terms and Conditions (AGB), standing in the way conditions of the contracting partner are not recognized by the *family Astrid and Bernd Pichler*. Verbal additional agreements between the parties to a contract were not met, additional changes or supplements need to be in writing. The verbal renunciation of the written form is excluded by agreement. It is worth in each case the valid version of the Terms and Conditions (AGB) as a contract component which was added to the reservation confirmation.

The apartment rent price contains all additional costs (incl. USt and other fees and deliveries) like electricity, water and heating as well as a final cleaning fee including changes of the towels in the interval from seven to ten days. Smoking as well as bringing domestic animals in the apartment is forbidden.

2. Reservation

The *family Astrid and Bernd Pichler* accepts reservations, only by the following kind:

- Reservation by e-mail

The *family Astrid and Bernd Pichler* accepts reservations by e-mail and the confirmation of the binding reservation occurs as a rule through the *family Astrid and Bernd Pichler* himself. The reservation confirmation is dispatched by the *family Astrid and Bernd Pichler* to the sender of the e-mail.

3. Payment

The apartment rent is due at the latest on the departure day in full extent. As long as no other arrangement was met before, the whole agreed amount is to be paid in cash. The *family Astrid and Bernd Pichler* reserves itself, in particular with reservations for a longer period to put the total completely within 2 weeks after reservation date due or to require otherwise a deposit of approx. 30% of the apartment rent. In the latter case the balance is to be paid at the latest at the end of 20% of the stay completely. The payment is possible in cash or as a transfer to one of *family for Astrid and for Bernd Pichler* to be called account. Transfer expenses are to be paid by the customer.

4. Parking: The *family Astrid and Bernd Pichler* is not responsible for any damages with regard to the parking place.

5. Key handing over

On your arrival day you will receive two keys and one E-Key for the entrance door.

6. Cancellation

The charges incurred during a possible cancellation depend on the date of the cancellation

- After booking, by 14 days, no penalty
- No later than 2 months before arrival 25% of the total package price
- Up to 1 month before arrival 40% of the total package price
- Up to 2 weeks before arrival 70% of the total package price
- In case of an early breaking off the journey of the total package price

The cancellation fee is payable regardless, at the time of booking. (For example, booking 12 days before arrival in any case 70% of the total package price.

If you book within one month, a free cancellation is only within 3 days if you book within 14 days, a cancellation is only possible within 1 day. We recommend to sign a travel insurance

7. Arrival and departure

Moving in the apartment starting at 2 pm. Moving out of the apartment until 10 am.

Arrival only between 5 am – 10 pm possible. The *family Astrid and Bernd Pichler* does not have a constantly occupied reception. Former arrival times or later departure times are to be agreed with the *family Astrid and Bernd Pichler* separately. The *family Astrid and Bernd Pichler* will charge another night if the departure time is not kept without separate arrangement.

8. Number of people

The apartment may not be sublet to other people or become sublet. It may be accommodated only with the *family Astrid and Bernd Pichler* to officially announced people. The surrender of the apartment to third parties is expressly prohibited. By violation of this regulation the renter is entitled to lift the duration of the stay and to charge a surcharge for the occupancy for the duration of the use contrary to the terms of the agreement.

9. House rules

The house rules regulate the basic conditions to be able to enjoy a pleasant stay in a cultivated atmosphere for all partners.

- no domestic animals
- Prohibition of smoking in the apartments
- Careful treatment of the inventory

The guest has the duty to treat carefully the apartment and the equipment and inventory as if it was his property. The guest takes over all costs for the removal from damages which were caused by him intentionally or by improper treatment (e.g.: Fire tracks, damage or coarse soiling of pieces of furniture / textiles, broken glass, etc.) for the whole cost.

- Responsible contact with resources

It is expected from every guest that he handles with the resources (heating, water, electricity) carefully. With extremely immoderate behavior (to keep open, e.g., the windows and to turn up the heating fully), the *family Astrid and Bernd Pichler* reserves itself the post settlement of energy costs.

- Garbage

The guests are asked to decontaminate the garbage regularly in the intended trashcans, which are in front of the garage.

- **Night's rest**

Because there are school-age children in the house, night's rest is valid in the time between 10 pm and 6 am. In this time we expect extreme quietness in the house in thoughtfulness for the remaining guests. Night's rest means, which is to be heard in the neighboring apartments and the apartments under it and nothing from the apartment. (Household noise level)

- Vehicle

May be parked only in the underground parking.

- By offence against the house rules we reserve ourselves the right to lift the duration of the stay immediately.

10. Admission

The guest must grant admission to the staff and the *family Astrid and Bernd Pichler* or from him to commissioned craftsmen any time to carry out inspections, cleanings or repair. The *family Astrid and Bernd Pichler* takes of course care to protect the private sphere of the guest as far as possible and will announce the admission, if possibly, before.

The *family Astrid and Bernd Pichler* reserves itself the right to carry out controls in the apartment during the rent period or in urgent cases with suspicion on upcoming damages or to repair those, to enter the apartment without advance notification.

11. Liability

The *family Astrid and Bernd Pichler* is responsible for the careful supply of the apartment. If with higher power or adverse circumstances or on the basis of defects, servicing work or other operational requirements the apartment is not inhabitable or available, the *family has Astrid and Bernd Pichler* has the right to make an adequate alternative offer to the customer. The customer can accept the alternative offers or cancel free of charge. In this case the liability of the *family Astrid and Bernd Pichler* limits itself to the allowance of the deposited amounts. Every other liability is excluded.

The guest declares to derive no legal results from temporary disturbances (water supply, electricity, heating, Internet, television reception among other things), provided that these disturbances neither deliberately nor roughly were caused negligently. Herewith the guest as well as his fellow-passengers declare expressly to use the apartment, as well as all objects of the apartment on own danger and to release the *family Astrid and Bernd Pichler* from all claims of recourse to be derived out of this.

For all valuables brought in by the tenant (even if they are kept in the safe deposit) no liability is assumed. The *family Astrid and Bernd Pichler* is not responsible for theft, loss or damage of property or injuries and illnesses of the guest.

Any discomfort or defects of the apartment must be transmitted immediately in writing, so that the *family Pichler* can arrange as fast as possible the removal. Defects of the rent thing and the co rented objects or dangers which threaten their preservation the tenant of *the family Astrid and Bernd Pichler* have to immediately informed. The guest is responsible for all damages and interferences in the rented rooms and objects, as far as these go out the wear entering by the proper use. This is also valid for damages and interferences by third persons which stay with approval of the tenant in the apartment.

12. **Other:** A cancellation because of by *the family Astrid & Bernd Pichler* were not to blame for occasions is not possible (e.g., bad weather)

13. Ineffectiveness of single clauses

As far as single regulations of the Terms and Conditions (AGB) of the *family Astrid and Bernd Pichler* should be ineffective, this does not entail the immediate ineffectiveness of the whole contract. At place of the invalid regulation this should kick one what the parties would have regulated in knowledge of the ineffectiveness to reach the economic purpose of the arrangement. This is also valid for the case of a regulation gap.

14. Legal place of venue

The legal place of venue is in 5020 Salzburg, Austria. Only exclusively Austrian law is valid.