

1. General

The General Conditions of Contract are an integral part of the contract between you (hereinafter also called «Contracting Party») and us, the travel operator, namely

Interhome AG
Saegereistrasse 27
CH-8152 Glattbrugg

2. Conclusion of the Contract

2.1 You will find all information necessary for you regarding the rental property, our services and prices etc. in the brochure or the information with the same name made available electronically.

2.2. When booking (travel registration) you are offering us, the operator, the conclusion of a binding contract for the property chosen by you. Bookings can be made electronically (email, Internet), in writing, verbally, telephonically or at a travel agency. For electronic bookings Interhome AG shall confirm the receipt of the booking immediately by electronic means. Booking is made for all occupants listed therein. You as our Contracting Party shall vouch for all their as well as your own contractual duties.

2.3. The contract is effective with receipt of our acceptance (booking confirmation). Acceptance requires no specific form.

2.4. If our acceptance differs from the content of your booking, this should be considered a new offer, which we shall consider binding for ten days. The contract shall be concluded on the basis of the new offer if you accept it expressly within the period of commitment or pay a 30 percent security deposit of the agreed price.

3. Payment

After receiving the booking confirmation a security deposit of 30 percent of the rent must be paid. The remaining amount is due 29 days before the start of renting. After paying the remaining amount the traveler shall receive the travel voucher. This travel voucher must be handed to the key-holder on arrival.

4. Services/Prices

4.1 Our services are shown in our service description and price calculations. The contractually agreed services are specified in the information on services in our booking confirmation.

4.2. Subject to concrete specification our services and prices can be described as follows:

4.2.1. If the description of a property indicates that several apartments are part of the object, all apartments are the same. Differences are possible within the separate apartments. Only one of the apartments offered is described as an example.

4.2.2. The prices quoted are weekly or daily prices for the rental property in the corresponding price period.

4.2.3. The minimum rental period is 7 days. Arrival and departure days are always Saturday. Deviations from the minimum rental period and the fixed arrival and departure day are possible in principle, however, require an agreement. As long as this is specified, daily arrival and departure is possible.

4.2.4. Unless otherwise separately specified in the service description, prices listed include laundry, normal electricity consumption, local taxes and final cleaning. In individual cases, the electricity consumption will be calculated according to actual consumption; this is noted in the service description. Not included in the rent and payable on site are extra services specifically requested by you (e.g. additional cleaning, extra sheets, fireplace wood etc.).

4.3. The infrastructure mentioned in the brochure, the travel confirmation and documents (transport, shops, restaurants, sports facilities etc.) are not part of our service duties. These businesses determine opening hours etc. at their own discretion. The same applies to public and private utility companies (water and electricity providers). Information on weather conditions is without guarantee. Possible duties of explanation, information and diligence incumbent on us remain unaffected.

5. Service and Price Changes

5.1 The information contained in the brochure made available electronically with the same wording (service description, price calculations) are binding on us. We however, expressly reserve the right to change this information before conclusion of contract. You shall be informed of any such changes, at the latest with the booking confirmation.

5.2. Changes or deviations of individual services from the agreed content of the contract that become necessary after conclusion of contract and that were not caused by us in bad faith are only permissible if these changes or deviations are not significant and do not materially interfere with the overall layout of the contractually agreed services.

5.3. Possible warranty claims are not affected by the changes if the altered services are flawed.

5.4. In case taxes or deductions on the services provided by us are increased or introduced or the exchange rates relevant to the rental property change, we retain the right to subsequently adjust the prices agreed in the contract to the extent that the price of the trip increases for us as long as more than four months pass between the conclusion of contract and the start of the tenancy. We shall only be entitled to this right if on the one hand the pertinent circumstances occurred after conclusion of contract and on the other hand were not foreseeable at the time of conclusion of contract. Price increases after the 22nd day before start of tenancy are not permitted.

5.5. In case of a subsequent price change or a significant change in essential services you have the right to withdraw from the contract free of charge

within 10 days after receipt of the relevant information. If you withdraw any payments already made shall be refunded without delay. Alternatively, you may request within 10 days that a rental property of at least equal value be made available, if we are able to offer you one from our portfolio without price increase.

6. Arrival/Departure Times/Curtailment or Extending the Stay

6.1 Unless otherwise noted in the documents, arrival must be between 16h00 and 19h00, the premises must be vacated by 10h00. If you arrive after 19h00, we recommend that you inform the keyholder, who in principle is not obliged to be available to you after 19h00 on the day of arrival. You will find the keyholder's address and contact numbers in your documents.

6.2. An extension of your stay must be co-ordinated with the booking agency in due time.

6.3. If you do not take advantage of the contractual services for reasons attributable to you, you are not entitled to a reduction in the price. We shall, however, endeavour to have the saved expenses reimbursed by the service providers. This obligation falls away if the services are totally insignificant or if legal or official provisions oppose a reimbursement.

7. Withdrawal/Absence/Substitute/Change of Booking/Travel withdrawal insurance

7.1 Withdrawal/Absence

You are entitled to withdraw until the start of the rental period. Interhome AG must be notified of withdrawal. If the holiday was booked through a travel agency they can also be notified of cancellation. If you cancel or do not make use of the rental property at the start of the rental period, a claim for appropriate compensation for travel arrangements made and our expenses becomes due in lieu of the rent in relation to the relevant rent. This does not apply if we are responsible for the cancellation or in the case of force majeure. Interhome AG has calculated the cancellation compensation according to the usual savings of expenses and the usual possibility of renting the property otherwise. The fixed compensation calculated on the basis of the above principles is of the rent if your withdrawal notification

- arrives up to the end of the 43rd day before start of rental: 10%;
- from the 42nd day until the end of the 29th day before start of rental: 50%;
- from the 28th day until the end of the 2nd day before start of rental: 80%;
- after the end of the 2nd day before start of rental: 100%.

Deviating from the above fixed cancellation compensation you are entitled to prove that Interhome AG suffered no or a lesser damage. Interhome AG retains the right to claim higher, precisely calculated compensation in lieu of the fixed cancellation compensation. In this case Interhome AG is obligated to precisely calculate and document the demanded compensation by taking the saved expenses and possible further use of the holiday services into consideration.

7.2. Substitute

Until the start of the rental period you can request that instead of you a third party enters into the rights and duties of the rental agreement (substitute tenant). Interhome AG is entitled to reject the entry of a third party if his occupancy is in conflict with special tenant requirements, legal provisions or official ordinances. If a third party enters into the contract you and the third party shall be liable as total debtors for the rent and the additional expenses arising out of the entry of the third party. If you provide a suitable substitute tenant or we are able to let the property otherwise, the cancellation costs are not applicable to the period of further rental.

7.3. Change of Booking

Until the start of the rental period you are entitled to change your booking. A change of booking is equal to a cancellation and a new booking. Therefore you are also liable for the fixed cancellation compensation in line with the above ruling.

7.4. Travel cancellation cost insurance

All travel prices include travel cancellation insurance. You will receive the insurance policy from Mondial Assistance International AG. Only the insured person can assert claims from the insurance contract against the insurer. We recommend that you take out additional travel health and personal effects insurance.

8. Force Majeure

8.1. If the contract is cancelled before start of travel due to unforeseeable reasons or force majeure, you are entitled to cancel the contract at no charge. If we have to withdraw from the contract due to unforeseeable reasons of force majeure, you shall have a choice. You can either withdraw from the contract at no cost and have all payments already made refunded. Or you can request a rental property of equal value be made available if we are able to offer you one from our portfolio without additional costs.

8.2. In case of withdrawal from contract after commencement of travel due to unforeseeable reasons of force majeure we are due an appropriate payment for travel services already rendered.

9. Obligations of Contracting Party

9.1. You as well as other occupants must treat the rental property, its inventory and existing communal facilities with care. If there are house rules, they must be adhered to. There should especially be consideration towards the neighbours.

9.2. Unless otherwise specified, you must give an appropriate deposit of Euro 200.00 to the key-holder when collecting the key. The deposit shall be refunded when the rental property is returned in an orderly condition.

9.3. The rental property may only be occupied by the number of people registered. Additional persons can be turned away by the key-holder or charged separately.

9.4. You are responsible for cleaning the kitchen, dishes, cutlery as well as appliances. This cleaning is not part of the final cleaning. If the kitchen, dishes, cutlery and appliances are not cleaned or not cleaned properly, we are entitled to have the cleaning done in addition to the final cleaning. You are responsible for the costs incurred by this. They will be deducted from the security deposit.

9.5. If the Contracting Party or one of the occupants cause damage to the rental property, the key-holder must be informed of this immediately. The Contracting Party is liable for all damages culpably caused by him, the other occupants or his guests during the rental period.

10. Notice of defect Obligation/ Deadline for registering Claims

10.1. You can demand remedy if the rental property has not been made available in line with the contract. You are obligated to report a defect that occurs without delay. The report must be made exclusively to us. If a condition notified is not or not sufficiently remedied locally despite having been reported, you must inform us of this immediately. Not reporting a defect does not alter your warranty claims, it could, however, be regarded as contributory negligence on your part and reduce your claim for damages. This does not apply if the notified defect was unrecoverable or notification proves to be unnecessary for other reasons or cannot reasonably be expected of you.

10.2. If you want to cancel the contractual relationship due to a not insignificant defect or for more important reasons due to unreasonableness that we recognise you must first allow us sufficient time for remedy. This does not apply only if remedy is impossible or we refuse to do it or if your immediate cancellation of the contract is justified on the basis of your particular interest as acknowledged by us.

10.3. Warranty claims can be asserted within two years. In your interest it is recommended that you assert the claim towards us immediately after your return from the trip because longer delays could lead to difficulties of verification.

10.4. Landlords, key-holders and booking agencies are not entitled to recognise claims and make legally binding declarations.

11. Liability/Statute of Limitation

11.1. Interhome AG's contractual liability for anything other than personal injury including damages for injury to sexual self-determination is limited to three times the rent. This applies as long as a) the damage to the Contracting Party was not caused through intent or gross negligence or b) Interhome AG as travel operator is solely responsible for the damage to the Contracting Party due to slight negligence by one of its service providers.

11.2. Interhome AG's liability from illegal actions is limited to three times the rent for material damage that is not due to intent or gross negligence. This maximum liability amount applies to each rental property.

11.3. A damage claim is limited or excluded insofar as a claim against the service provider can only be asserted or excluded under certain conditions or limitations due to international agreements or legal provisions based on them, which must be applied to the services to be provided by the service provider.

11.4. A statute of limitation of one year is agreed for all claims arising out of this contract. The period of limitation begins on the day of the contractually designated end of rental. The period of limitation shall be suspended after asserting your claim until the day that we reject your claim or continued negotiation about them in writing.

12. Provisions for Passports, Visas and Health

12.1 There are different provisions for entry, passport, visas and health for stateless tenants as well as depending on the nationality of the tenant and the country where the rental property is situated. You are responsible to inform yourself about these if necessary at the consulate responsible for you.

12.2. Interhome AG is not liable for the punctual approval or receipt of necessary visas from the respective diplomatic representative if it has been instructed to procure them unless it has violated its own duties.

13. Miscellaneous

13.1 Austrian law applies to this contract.

13.2. The invalidity of individual provisions of the contract does not result in the invalidity of the whole contract.