

GTC 20.5.2021

we gmbh  
Turmgasse 1  
5700 Zell am See  
ATU74352158

CEO: Lukas Nindl-Leitgöb  
+43 664 635 8787  
we@we-rent-apartments.com

The following terms and conditions will apply to any contractual relationship made between you (the client) and the company we gmbh trading as “we-rent-apartments”. The client accepts these conditions on behalf of every named member of the party when a reservation request is being made.

#### 1. Booking, contractual relations, costs and payment terms

You can make your booking for any of our rental properties by telephone, in writing or online. You will receive written confirmation of your reservation by return.

The tenant is then requested to pay the deposit amount named in point 7. Your contract with we gmbh is concluded on receipt of the confirmation. The actual property description may vary from that provided on the website, with payment of your deposit you agree to accept the contract on the basis of the reservation confirmation. If no deposit can be reserved within 5 working days (validation of credit card ), we gmbh (we-rent-apartments) considers the reservation void.

cancellation policy with from 01.04.2021 and departure before the 20.05.2022:

cancellation policy | 01.04.2021 till 09.07.2021 & 24.08.2021 till 24.12.2021:

The tenant is able to cancel the booking free of charge up to 5 days before arrival. cancellations within 5 days to arrival will have a 100% cancellation fee of the accommodation price.

cancellation policy | 10.07.2021 till 23.08.2021:

The tenant is able to cancel the booking free of charge up to 14 days before arrival. cancellations within 14 days to arrival will have a 100% cancellation fee of the accommodation price.

cancellation policy | 25.12.2021 till 20.05.2022:

The tenant is able to cancel the booking free of charge up to 30 days before arrival. cancellations within 30 days to arrival will have a 100% cancellation fee of the accommodation price.

The booking voucher will be sent to you after the deposit has been received, or in the case of booking at short notice, after receipt of the total amount. This voucher must be handed to the

actual owner of the apartment on arrival, or to we gmbh (we-rent-apartments).

## 2. Services and Prices

Prices listed are per day for the property rented, including furniture, use of utensils, etc. and reasonable fuel consumption. The minimum duration of rental is usually 7 days, with arrival and departure on Saturday of each week if not otherwise expressly indicated in the submitted documents. Price information gives full details of additional charges that are included or not e.g. towels, bed-linen, final cleaning and local taxes. If these are not included in the price, the amounts will be invoiced with the rental. Not included in the price of rental and payable in cash when you reach your destination are any additional services you request, e.g. additional cleaning charges, extra bed-linen, extra heating fuel, pets, etc.

## 3. Changes in Price and Services

The rental properties are carefully described and the prices set accordingly. However, from time to time some variation in prices or services may be necessary. In this case you will be informed at the latest at the time of booking. If differences are found between details given on the homepage, offer and those in the reservation confirmation, the agreement entered into on the reservation confirmation is binding. Should considerable changes in services occur after conclusion of the contract, you have the right to withdraw from the agreement within five days of receipt of notification. Payments that have already been made will be refunded by return. Prices are expressly subject to change up to 22 days before the start of your holiday for the following reasons: increase and introduction of duties and taxes on certain services, changes in currency exchange rates after conclusion of the contract. If a price is increased by more than 10%, your rights are as set out above

## 4. Arrival and Departure, Curtailing or Prolonging your Stay

The tenant must report his arrival which should take place between 3 and latest 6:30 p.m., the departure before 10 a.m. If your arrival is after 6:30 p.m., you must inform we gmbh (we-rent-apartments) and/or the owner of the property directly in advance (the appropriate addresses and telephone numbers can be found on your reservation confirmation). Should you be delayed due to adverse traffic conditions, weather etc. and cannot take over the rental as agreed, we will still invoice the full amount for the rental. The same applies if you leave the accommodation earlier than planned. Should you wish to extend your stay, please check with we gmbh (we-rent-apartments) in good time.

## 5. Withdrawal from the contract by the tenant

The tenant will cancel free of charge outside the non refundable cancellation periods of point 1. After this period we rent (we gmbh) is entitled to charge the following fee for withdrawal or changes after conclusion of the contract and before start of the holiday: (Please note that

we have a special free cancellation policy for bookings made after 1.4.2020 as lined out in paragraph 1 .)

\* 2-30 days before arrival date to arrival day= 100 %

\* Date of booking to arrival day in case of specific booked non ref rates or promotions = 100%

Notification is taken to be the receipt of your message at the booking office (for Sundays and holidays, the next working day applies). We recommend you take out a holiday cancellation insurance. The handling charge is payable in any case.

## 6. Alternative properties and cancellation of the contract by we gmbh

we gmbh (we-rent-apartments) is entitled to cancel the rental contract without further notice in the event of force majeure, pandemic, war, strikes, serious changes in circumstances relating to the property owner or other compelling reasons. In such cases any advance payments will be refunded in full. we gmbh (we-rent-apartments) reserves the right to cancel the booking within 48 hours without stating the reason.

## 7. Duties of the tenant

When the key is handed over, a deposit of €200 for apartments and up to €800 for chalets must be paid. Within 24h of departure the deposit will be deblocked on the credit card – after deduction of any extra costs incurred. The rental property may be occupied only by the number of persons it is designed for (this applies also to children and babies). Additional persons can be refused admission by ourselves or may be charged separately on the spot. The rental property, any equipment supplied in the property, including electronic and digital media, is to be used with care and without abuse. This also includes consideration towards neighbours etc. cleaning of kitchen appliances, dishes etc. and cutlery is the responsibility of the tenant (and is not included in final cleaning). If the tenant or other occupants cause any damage, this must be reported to us immediately. The tenant is held liable for any damage caused by him or herself or the other occupants unless it can be proved that they are not to blame. The same applies if it becomes impossible to hand over the apartment to the next tenant. Damage can be set against the deposit. The cost for the repair of any damage to the property, identified within seven days of the client's departure, may be claimed by we gmbh (we-rent-apartments) from the client.

## 8. Complaints, claims, our liability

In the event of complaints, please contact the owner of the property directly or we gmbh (we-rent-apartments), reporting any shortcomings without delay. We will not accept any claims

made at a later date or after your departure. Information and descriptions provided by we gmbh (we-rent-apartments) are, to the best of its knowledge and belief, accurate, but no guarantee is given. We have taken great care in selecting the rental properties we offer. Should the property not be as described in the contract, we gmbh (we-rent-apartments) will make every effort to place a suitable property at your disposal. If this is not possible within a short period, or should you have reasonable reason to refuse this alternative property, we gmbh (we-rent-apartments) will at their discretion refund the equivalent of the reduced value. We accept no liability for the tenant whilst he is occupying the accommodation. No insurance of any kind has been taken out to cover the tenant or his property.

#### 9. Internet connection

In apartments, which are equipped with Internet connection, we gmbh (we-rent-apartments) don't underwrite for the function of the hardware. we gmbh (we-rent-apartments) point out, that connecting cable obligatory must not exist. Connecting cable will be provided against accounting.

#### 10. Choice of jurisdiction

Any disputes arising from this contract between the client, agency and property owner will be settled before a competent court of law in Zell am See, under Austrian law. The terms are subject to changes in price and to errors. Handling of holiday rentals by ourselves is carried out in the name of we gmbh and on behalf of the owner of the rental property.