

GENERAL TERMS AND CONDITIONS

As of 06.03.2011

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Apartment Hangl – Kofler, Serfaus

General terms and conditions for rental apartments

1. Contract, Payment

The contract between the tenant and the landlord is complete when the entire payment - about 70% of the total - on the account of the administrator is received. Meets the agreed payment is not made until a date in the manager, then this may, without further notice and without incurring any charge, lease the property for other purposes. The remaining approximately 30% after the holiday - before departure - right on the spot to settle with the final bill.

2. Additional costs

The additional costs (such as electricity, gas, heating, etc.) are included in the rent, unless they are expressly stated in the contract (cleaning). State taxes such as taxes, are reported in the Reservation Confirmation to pay.

3. Transfer of the leased property, complaints

The leased property is transferred to the tenant in a clean and contractual condition. If present at the handover defects or if the inventory is incomplete, then the tenant has notice of this immediately to the key holder / manager. Otherwise, the property passed over in perfect condition.

The tenant, the object was to take over late or not, the full rent owed

4. Careful use

The tenant agrees to use the leased property with care, respect the house rules and be considerate towards the other residents and neighbors. For any damage, etc., the lessor / keyholder must be informed immediately.

The leased property must be occupied by more than the number of persons listed in the contract.

Sub-letting is not allowed.

The lessee shall take care that meet the housemates the obligations of this contract.

Should the tenant or roommate in flagrant violation of the obligations of the careful use, or if the apartment with more than the contractually agreed number of persons covered, the key holder / manager may cancel the contract and compensation.

5. The leased

The accommodation is on schedule to return in good condition with inventory. For damage and missing inventory, the lessee is liable to pay compensation. The final cleaning is performed by the key holder / manager contracted to pay.

6. Annulment

The tenant may at any time rescind the contract under the following conditions:

€ 200.00 processing fee for every cancellation

69-10 days before arrival: 50% of the rent

9-0 days prior to arrival: 80% of the rent

Replacement tenant: The tenant has the right to propose a replacement tenant. This must be solvent and acceptable to the landlord. He enters into the contract to the existing conditions. Replacement tenant and tenants are jointly liable for the rent.

Decisive for the calculation of the cancellation fee for the arrival of the message is the landlord or the booking office (on Saturdays, Sundays and public holidays is the next working day).

When the lease is broken early, the full rent is due.

7. Start and end of accommodation

Unless the landlord offers any other time of occupancy, the Party shall be entitled to move into the rented rooms from 3.00 p.m. on the agreed date ("date of arrival"). If a room is occupied for the first time before 12.00 noon, the preceding night shall be deemed the first night of accommodation. The rented rooms shall be vacated by the Party by 09.30 noon on the date of departure. The landlord shall be entitled to charge another day if the rented rooms are not vacated in time. If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the landlord shall not be obliged to accommodate them unless a later time of arrival has been agreed upon.

8. Credit Card Conditions of Use

By providing the credit card details, the tenant declares his express consent to the debiting of all applicable charges - such as prepayments, possible costs of damage and cancellation fees - without further consultation with the landlord in the direct collection authorization of the selected payment method.

9. Force majeure, etc

If force majeure (natural disasters, acts of God, governmental actions, etc.), unforeseeable or unavoidable events or the continuance of the hire shall entitle the landlord (but not obliged) to offer the tenant an equivalent property to the exclusion of compensation claims. The performance can not be provided or not fully paid the amount or the appropriate proportion thereof shall be refunded to the exclusion of further claims.

If the access road to Serfaus temporarily closed because of avalanche danger is to the tenant not entitled to reduction of the rent.

10. Liability

The lessor shall ensure proper reservation and contract-compliant with the terms thereof. For other than personal injury, liability is limited to twice the rent, except that there was gross negligence or willful misconduct. Liability is excluded for failure on the part of the lessee or co, unforeseeable or unavoidable omissions of third parties, force majeure or events which the landlord, key holders, brokers or other persons called in by the landlord could not have predicted, despite due diligence. -3- The tenant is liable for all damages caused by him or by the co, the fault is suspected.

11. Reimbursement for non-completion of the rental property

If the apartment house Hangl-Kofler, contrary to expectations can not be completed, so the tenant of the entire deposit will be refunded in full price.

12. Applicable law and jurisdiction

Austrian law is applicable. As the exclusive jurisdiction of the place of the rental property is agreed.

Serfaus, 6,3,2011/th