GENERAL TERMS & CONDITIONS[1]

of
Almliesl Touristik GmbH
Saalfeldnerstraße 14, 5751 Maishofen, Austria

I. Position of Almliesl

The owners of the offered huts and homes have authorised us to offer and market these properties on their booking platforms. We therefore operate the relevant websites and publish the corresponding catalogues, flyers or other print media and online presences, if we are expressly identified there as the issuer/operator.

We only handle the rental contract for the huts and houses offered, including the associated information. This means that the owners of the huts and houses have authorised us to enter into a rental contract with the guest for the offered accommodation in our own name. We do not perform any operator services and are also not obligated to do so. All operator services are performed by the owners of the offered huts and houses.

You will only receive all landlord and arrival data once you have paid for the total cost of your stay, including the service flat rate.

The use of personal data as per the Data Protection Act is governed by our data privacy statement (https://www.almliesl.com/de/service/datenschutz/), which is an integrated and binding component of these Terms & Conditions.

II. Contract conclusion

When you complete a booking that is subject to payment via the website www.almliesl.com, you also confirm the validity of these Terms & Conditions and the contract is concluded. The booking confirmation only serves to provide information.

If the booking is made in a different form (e.g. by telephone, e-mail), separate reference will also be made to the applicability of these Terms & Conditions. In any other case, you will receive a non-binding offer based on these Terms & Conditions. The contract is concluded once you have received a booking confirmation from us.

III. Prices and services

1. Total cost of the stay plus service flat rate

Before the booking is concluded, the total cost of the stay including the service fee, as well as the total price (accommodation plus service flat rate) for the booked property, the booked travel period and the stated number of people are shown and you are informed that the rental price does not include any additional/ancillary costs. All additional/ancillary costs are also shown and listed on the booking page and thus part of the contract in the event of a booking.

The service flat rate is €29.00 per booking and includes processing of the booking in the reservation system, handling of payment and guest support.

The total price is to be paid to us.

[1] *This is an English translation of the German "Allgemeine Geschäftsbedingungen". In the event of any discrepancies between the two versions, the German version shall prevail.*

2. Additional/ancillary costs

All additional/ancillary costs are also shown and listed on the booking page before the contract is concluded and thus part of the contract in the event of a booking.

The additional/ancillary costs are to be paid separately and include the following in particular:

- Local tax
- Final cleaning
- Bed linen & towels
- Cot if required
- Additional costs for a pet if permitted
- Deposit
- Costs of WLAN
- Costs of any additional heating offered
- Any additional services offered that can also be booked separately in the hotel

The additional services are mostly to be paid directly in the accommodation, if need be to us, in any case after the advance payment including notification of the paying agent.

3. Best price guarantee

We will give you a best price guarantee for the cost of a stay from 5 nights. We will ensure that you won't find a better price elsewhere (e.g. on private websites or other sales channels).

4. Advance payment and payment deadlines

The advance payment is 20% of the total cost of the stay plus the agreed service flat rate and you will see the total amount of the advance payment within the booking entries. For payments made by credit card, the card will immediately be charged with the stated amount. For any other form of payment, the advance payment is to be made in enough time for it to reach our account within 7 days.

When making the booking you will also be informed when the remaining payment is due. This remaining payment must also be made in enough time to ensure that it is in our bank account on the due date.

If you make a booking at such short notice that there are fewer than 30 days between the date of booking and arrival, the full price must be paid at the time of booking.

The booking confirmation also contains all payment information, amount of the advance payment, amount of the remaining payment, due date and our bank details.

IV. Guest obligations

1. Cleaning

You must return the property together with all equipment and inventory in a reasonably clean and tidy condition. The final cleaning is performed without exception by the owner/operator.

If you fail to leave the accommodation in a reasonably clean and tidy condition, you will have to pay the increased cleaning costs.

2. Additional beds/cots

Additional beds and/or cots are available in some of the rental properties. Additional beds and/or cots must, without exception, be ordered from the owner directly or from us and are to be paid as additional costs. The costs are shown as additional/ancillary costs in the booking process.

3. Pets

One pet is permitted in many holiday homes. If you want to bring more than one pet, you must first clarify that with us and ask whether this is permitted. If you bring more animals without approval, the owner/operator is fundamentally authorised not to accept these animals.

You are obliged to take good care of the animal during the stay. You must have sufficient liability insurance for the animal that also covers any possible damage caused by the animal. This insurance is to be presented on request.

You are liable for any damage caused by the animal.

4. Damage

You have the right to make normal use of the rented premises, including inventory and commodities that are normally provided in the accommodation for use by guests. You may exercise this right within the framework of any house rules of which you were made aware upon arrival.

You are liable for any damage caused by you, guests travelling with you or other individuals who are attributable to you. You may not remove from the holiday accommodation any objects (furniture, fixtures, linen) that do not belong to you or the other guests.

5. Deposit

If a deposit is required for the holiday accommodation, this will be shown in the additional costs and is to be paid upon request or preauthorised in a separate procedure via credit card. The owner/operator will return the deposit once the rental property has been handed back in a proper state. The repayment of the deposit does not constitute a waiver of possible claims for compensation.

6. Occupancy

The holiday accommodation may only be occupied with the maximum occupancy specified on the internet, in the catalogue and in the reservation confirmation. The stated maximum number of people includes children, infants and babies. In the event of excess occupancy, the owner/operator has the right to turn away any surplus individuals or subsequently charge for them.

7. Check-in / check-out

Unless otherwise noted or agreed, check-in is possible between 2 pm and 6 pm. On the day of departure, the rental properties must be vacated by 10 am at the latest and returned in a condition that complies with the contract.

Please note that late check-in (i.e. after 6 pm) is not possible unless it has been agreed with us or the owner/operator in advance.

If the property is not vacated on time, the owner/operator may demand flat rate compensation of €20 per commenced hour and per person for the late handover.

8. Notification obligation

You are obligated to report without delay all defects and damage that you notice in the holiday accommodation, in particular such damage caused by you or your person.

You are also obligated to report and notify us of any complaints immediately and report them without delay, so that we or the owner/operator have the possibility to remedy them.

You can do this by contacting the **owner/operator** or in emergencies **+43 6542 80480** or **+43 664 385 40 80**.

9. Information

Please refer to and observe the relevant information found, among other things, on our website, in the catalogue and under the guest information LINK.

We also recommend that you take out travel cancellation insurance with your booking.

We would like to expressly point out that most holiday homes are in rural regions and that insects, bugs and rodents are to be expected.

10. Passport, visa and health regulations

You are responsible for complying with passport, visa, customs, foreign exchange and health regulations (also for accompanying guests and pets). You will bear all the disadvantages that arise from a failure to comply with the regulations, even if the legal foundations changed after you made the booking.

V. Withdrawal from the contract

1. Withdrawal by Almliesl

If the advance payment is not made on time, we are authorised to withdraw from the contract without setting a grace period.

If the advance payment was made but the remaining payment was not made on time, we are authorised to withdraw from the contract after setting a grace period of 7 days. The booked accommodation will, without exception, only be made available once the remaining payment has been made. You will also only receive the landlord and arrival details after you have made the remaining payment.

Unless otherwise agreed, we can terminate the rental contract for objectively justified reasons up to three months before the agreed arrival date at the latest.

2. Withdrawal by the guest

Up to three months before the agreed arrival date at the latest (the arrival date is not included), you can withdraw from the accommodation contract without having to pay a cancellation fee. However, from the booking date and up to three months before the agreed arrival date, you will have to pay, in the event of a cancellation, a one-off processing fee of €190.00 for a property with up to 14 beds and €290.00 for properties with 15 beds or more.

Within a period of three months before the arrival date, you can only withdraw from the contract by paying the service flat rate of €29.00 and the following cancellation fees:

- up to 1 month before the arrival date: 40% of the total cost of the stay
- up to 1 week before the arrival date: 70% of the total cost of the stay
- in the last week before the arrival date: 90% of the total cost of the stay
- From the arrival date, the total cost of the stay must be paid!

Up to 3 months	3 months to 1 month	1 month to 1 week	in the last week	From the arrival date
no cancellation fee one-off processing fee: €190 up to 14 beds €290 from 15 beds	40% of the cost of the stay plus service fee of €29.00	70% of the cost of the stay plus service fee of €29.00	90% of the cost of the stay plus service fee of €29.00	total cost of the stay plus service fee of €29.00

3. Written form

Notice of withdrawal must be given in writing.

VI. Impediments to arrival or departure

1. Impediments to arrival

If the contract partner is unable to appear in the accommodation on the day of arrival due to unforeseeable circumstances (e.g. extreme snowfall, flooding) that make all options for getting there impossible, the contract partner is not obligated to pay the agreed consideration for the day of arrival.

The obligation to pay the consideration for the booked stay is restored once it becomes possible to get to the accommodation again, if this occurs within three days.

2. Impediments to departure

If you are unable to leave the accommodation on the day of departure due to unforeseeable circumstances (e.g. extreme snowfall, flooding) that block or make all options for leaving impossible, the contract will be automatically extended for the duration of the period in which it is not possible to leave. The price will only be reduced if the period is extended into the off-peak season and the accommodation would normally be available at lower prices on these extra days.

VII. Provision of replacement accommodation

We can provide you and your guests with adequate replacement accommodation (same quality) if this is reasonable for you, particularly if the variation is minor and objectively justified.

An example of objective justification is if the room(s) has become unusable, guests already staying in the accommodation extend their stay, the accommodation has been overbooked or other important operating measures make this step necessary.

We will bear any additional costs for the replacement accommodation.

VIII. Limitations in liability

If you are a consumer, our liability for minor negligence, with the exception of personal damage, is excluded.

If you are a business person, our liability for minor and gross negligence is excluded. In this case, you will bear the burden of proof for demonstrating culpability. Consequential damages, immaterial damages, indirect damages and lost profits will not be replaced. In any case, the damage to be replaced is limited to the amount of the interest due to reliance on trustworthiness (“Vertrauensinteresse”).

IX. Premature termination for cause

1. We and the owner/operator are authorised to terminate the accommodation contract for cause with immediate effect, particularly if you or the people attributable to you

   a) make considerable disadvantageous use of the premises; or

   b) through your inconsiderate, offensive or otherwise grossly improper behavior towards the owner, their people or the neighbours, you make living together unpleasant or you commit an act against the property, morality or physical safety of these persons that is subject to a penalty.

   In this case, you will be liable to pay damages.

2. If it becomes impossible to perform the contract due to an event considered as force majeure (e.g. elementary event, strike, lockout, official orders not attributable to us or the owner/operator), we can terminate the accommodation contract at any time without complying with a notice period, unless the contract is already deemed to have been terminated in accordance with the law.

   Any claims for compensation are excluded in these cases. The travel price will be reimbursed for those days on which it became impossible to perform the contract.

X. Place of performance, place of jurisdiction and choice of law

The place of performance is the location of the holiday accommodation.

This contract is subject to Austrian formal and material law, excluding the conflict-of-law rules (particularly the International Private Law Act (IPRG) and Rome Convention (EVÜ)) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for bilateral business transactions is our registered office.

If the accommodation contract was concluded with a contract partner who is a consumer and who has its domicile or place of habitual residence in Austria, claims against the consumer can only be filed in the domicile, place of habitual residence or place of employment of the consumer.

If the accommodation contract was concluded with a contract partner who is a consumer and who has its domicile in a member state of the European Union (with the exception of Austria), Iceland, Norway or Switzerland, the competent court in the consumer's place of domicile shall have exclusive jurisdiction for actions against the consumer.

XI. Other

If the written form is required, an e-mail with acknowledgement of receipt also meets this requirement, provided that it is sent to our company e-mail address (office@almliesl.com) or we send it to you at the e-mail address specified during the booking process. Declarations sent by e-mail must reach the other contractual partner **by 5 pm on the last day of the deadline at the latest**. For declarations sent by mail, the letter must be posted on the last day of the deadline (date of postmark).

We are authorised to offset your claims against our claims. You are not entitled to offset your own claims against our claims, unless we are insolvent, your claim has been established by a court or acknowledged by us.

In the event of any loopholes, the corresponding statutory provisions will apply.