



# GENERAL TERMS AND CONDITIONS OF JULISAM® IMMOBILIEN KG

valid from 01 October 2023

## § 1 Basis of contract

The accommodation contract is concluded between the accommodation provider Julisam® Immobilien KG (hereinafter referred to as “owner”) and the guest (hereinafter referred to as “tenant”).

The booking is considered binding as soon as the tenant has accepted the owner’s offer in writing, by e-mail, within 14 calendar days of the offer being made and the deposit has been transferred in due time. The general terms and conditions are accepted by the tenant with the transfer of the deposit and are binding.

We understand that sometimes unforeseen circumstances may arise and we will always endeavour to work with you to find a solution. However, if the agreed deposit is not paid on time without the prior consent of the owner, the owner reserves the right to withdraw from the rental offer and offer the resort elsewhere.

After receipt of payment, the tenant will receive a written confirmation of reservation and any information on the further procedure and stay by e-mail.

## § 2 Price, Terms of Use and Careful Use of the Property and Furnishings

The accommodation is usually available from 15:00 on the day of arrival and must be handed over by 12:00 on the day of departure. Any deviating arrangements must be agreed in writing with the owner in advance.

The agreed price is an inclusive price and includes all taxes and charges as well as the final cleaning.

The house may only be occupied by the number of persons stated in the booking. Only the persons listed in the booking may stay in the holiday property. Additional persons must be reported to the owner immediately. This is necessary to comply with legal registration requirements and to ensure that all guests are properly registered. Subletting and renting the property to third parties is expressly prohibited.

The tenant shall treat the entire property, all fixtures and furniture with care and consideration. Larger furniture may not be moved or rearranged.

## § 3 Pets

Pets may only be brought along with the prior written consent of the owner.

A separate fee may apply for this, which will be agreed in advance.

Pets are not allowed in the bedrooms.

The tenant is liable for any damage caused by pets.

#### § 4 Smoking ban

Smoking in any form, including but not limited to cigarettes, cigars, pipes, vaporizers, shishas, is strictly prohibited in all rooms of the Julisam® Mountain Retreat. Smoking on the balconies/terraces is only permitted with the doors closed. Extensive removal of smoke contamination (cleaning curtains etc.) will be deducted from the deposit.

#### § 5 Condition of the property, repairs and maintenance work

The owner undertakes to provide the Julisam® Mountain Retreat including equipment according to the description. Minor and/or short-term deviations may occur and will be communicated to the tenant as early as possible.

The owner always strives to carry out all repairs and maintenance work outside the rental periods in order to make the guests' stay as pleasant as possible. Nevertheless, in exceptional cases, such as defective ventilation etc., it may be necessary to carry out urgent repairs during the guest's stay. In such cases, the tenant will of course be informed in advance. The owner asks for understanding and assures that such measures will always be carried out in the interest of an improved guest experience.

#### § 6 Defects and complaints, liability for damage

Defects or complaints must be reported to the owner in writing by e-mail without delay, but at the latest within 12 hours of discovery. The owner will endeavour to remedy these as quickly as possible in order to make the stay pleasant.

The tenant is liable for all damage caused by him, another fellow traveller or guest of the tenant and bears the necessary cleaning, repair or replacement costs. Any damage caused will be repaired at the expense of the hirer.

#### § 7 Deposit

A deposit of EUR 35,000, - is to be paid at the latest 4 weeks before arrival. After deduction of any damages, this will be refunded 4 weeks after departure at the latest.

#### § 8 Terms of payment

A deposit of 50% of the total price is to be paid within 7 working days after receipt of the payment instructions. The remaining 50% of the rental fee and the deposit are to be paid at the latest 4 weeks before arrival.

For bookings at short notice (less than 4 weeks before arrival) the total amount incl. deposit is due immediately.



### § 9 Exclusion of liability of the lessor

Use of the property and grounds is at your own risk. The landlord is not liable for any damage or accidents. Likewise, the landlord accepts no liability for loss or damage to guests' property.

The use of the complete equipment as well as the sports and leisure equipment of the resort is at the tenant's own risk. Each user is obliged to check the equipment and sports equipment provided (for example trampolines, fitness equipment, table tennis table, pool, etc.) himself/herself and to use it properly. Operating instructions are available on site.

Parents have the duty of supervision and are fully liable for their children.

The owner is released from all liability claims.

### § 10 Cancellation and withdrawal conditions

If the payments agreed in the reservation confirmation have not been made by the specified date and contact with the tenant does not lead to any clarification, the owner is entitled to withdraw from the rental offer and to rent the resort to someone else.

The tenant may cancel the binding booking at any time in writing by email. In the event of cancellation up to 30 calendar days before arrival, 50% of the total rental fee will be due, up to 7 calendar days before arrival 70% and thereafter 100% of the total rental fee. The deposit will be refunded in full to the tenant in the event of cancellation.

### § 11 Early termination

In the event of premature termination of the tenancy or non-arrival, the guest has no claim to compensation for the unused days.

### § 12 Place of jurisdiction and applicable law

The place of performance is the registered office of the rental object in Leogang. Austrian law shall apply to the exclusion of its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. For all disputes arising from or in connection with this rental agreement, the court with subject-matter jurisdiction at the registered office of the rental object shall have exclusive jurisdiction.

### Contact information

For all matters and for written submissions, please contact our resort manager Daniel Wurmbauer in confidence via the e-mail address [welcome@julisam.at](mailto:welcome@julisam.at).